



SOUTH GATE CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, February 26, 2019 at 6:30 p.m.

I. Call To Order/Roll Call With Invocation & Pledge

CALL TO ORDER	Maria Belen Bernal, Mayor
INVOCATION	Pastor Marta Salazar, Faith of Lutheran Church
PLEDGE OF ALLEGIANCE	Naomi Nixon, President of the South Gate Women's Club
ROLL CALL	Carmen Avalos, City Clerk

II. City Officials

MAYOR Maria Belen Bernal	CITY CLERK Carmen Avalos
VICE MAYOR Jorge Morales	CITY TREASURER Gregory Martinez
COUNCIL MEMBERS Denise Diaz Maria Davila Al Rios	CITY MANAGER Michael Flad
	CITY ATTORNEY Raul F. Salinas

III. Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by City Council Members is \$650 monthly regardless of the amount of meetings.

IV. Proclamations, Certificates, Introductions And Ceremonial Actions

1. Proclamation In Celebration Of The South Gate Women's Club 100th Anniversary

The City Council will issue a Proclamation recognizing the South Gate Women's Club and its members in celebration of their 100th anniversary as a service organization in the City of South Gate. (PARKS)

Documents:

[ITEM 1 REPORT 022619.PDF](#)

2. Proclamation Declaring March 6th As World Lymphedema Day

The City Council will issue a Proclamation declaring March 6, 2019, as World Lymphedema Day to encourage citizens to be aware of the disease and support those living with Lymphedema. (ADMIN)

Documents:

[ITEM 2 REPORT 022619.PDF](#)

3. Certificates Of Appreciation To The South Gate High School Band For Marching In The 2019 Rose Parade

The City Council will present Certificates of Appreciation to South Gate High School students for qualifying for the Los Angeles Unified School District All City Honor Marching Band and marching in the 2019 Rose Parade. (PARKS)

Documents:

[ITEM 3 REPORT 022619.PDF](#)

4. Certificates Of Appreciation To Six South Gate Companies For Complying With Wastewater Discharge Requirements

The City Council will present Certificates of Appreciation to Koo's Manufacturing, Inc., Marquez Marquez Food Products, Inc., Pacific Fruit Processors, Inc., Rainbow Powder Coating, Inc., Shultz Steel Company and Tesoro Logistics Operations, LLC for being in full compliance with the Sanitation Districts of Los Angeles County industrial waste requirements in 2017. (ADMIN)

Documents:

[ITEM 4 REPORT 022619.PDF](#)

5. Certificate Of Appreciation To IRS For Receiving The Governor's Environmental And Economic Leadership Award

The City Council will present a Certificate of Appreciation to Interior Removal Specialist, Inc., for receiving the State of California's highest environmental honor, The Governor's Environmental and Economic Leadership award. (ADMIN)

Documents:

[ITEM 5 REPORT 022619.PDF](#)

V. Public Hearings

6. Ordinance Repealing Interim Urgency Ordinance Nos. 2336 & 2338 In Their Entirety And Adding New Chapter 11.43 (Accessory Dwelling Units And Accessory Structures), To Title II (Zoning), Of The Municipal Code

The City Council will conduct a Public Hearing to consider waiving further reading in full and introducing an **Ordinance** _____ repealing Interim Ordinance Nos. 2336 and 2338 in their entirety and adding new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code. (CD)

Documents:

[ITEM 6 REPORT 022619.PDF](#)

VI. Comments From The Audience

During this time, members of the public and staff may address the City Council regarding any items within the subject matter jurisdiction of the City Council. Comments from the audience will be limited to five (5) minutes per speaker; unless authorized by the Mayor, the time limit may not be extended by utilizing another member's time. There will be no debate or action on items not listed on the agenda unless authorized by law.

Note: The City Council desires to provide all members of the public with the opportunity to address the Council. Nevertheless, obscene language, comments intended to disrupt or interfere with the progress of the meeting or slanderous comments will not be tolerated and may result in ejection and/or may constitute a violation of South Gate Municipal Code Section 1.04.110.

VII. Reports And Comments From City Officials

During this time, members of the City Council will report on matters pertaining to their service on various intergovernmental boards and commissions as a representative of the City pursuant to Assembly Bill 1234. City Council Members will also have an opportunity to comment on matters not on the agenda.

Following the City Council Members, reports and comments will be heard by the City Clerk, City Treasurer, City Manager and Department Heads.

VIII. Consent Calendar Items

Agenda Items **7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19** are consent Calendar Items. All items including Ordinances, Resolutions and Contracts, may be approved by adoption of the Consent Calendar, individually and collectively by one (1) motion. There will be no separate discussion of these items unless Members of the City Council, the public, or staff request that specific items be removed from the Consent Calendar for separate discussion and action.

Any Motion to introduce or adopt an Ordinance on the Consent Calendar shall be: (1) a motion to waive the reading of the Ordinance and introduce the Ordinance or (2) a motion to waive the reading of the Ordinance and adopt the Ordinance, as appropriate.

7. Ordinance No. 2359 Adding New Section 11.28.030 (Tweedy Boulevard Specific Plan), To Chapter 11.28 (Specific Plans), Of Title 11 (Zoning), Of The Municipal Code; Adopt Resolution Approving General Plan Amendment No. 2019-01 By Adding Place Types; And Adopt Resolution Approving The Initial Study And Negative Declaration

The City Council will consider: (CD)

a. Waiving the reading in full and adopting Ordinance No. 2359 adding new Section 11.28.030 (Tweedy Boulevard Specific Plan), to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code;

b. Adopting a **Resolution** _____ approving General Plan Amendment No. 2019-01 by adding place types "Light Industrial/Flex and Manufacturing Distribution" to the Tweedy Educational District and changing the residential General Plan designation of a portion of the General Plan area from Neighborhood-Low to Neighborhood Medium; and

c. Adopting a **Resolution** _____ approving the Initial Study and Negative Declaration, dated April 19, 2017, pertaining to the Tweedy Boulevard Specific Plan.

Documents:

[ITEM 7 REPORT 022619.PDF](#)

8. Resolution Determining Industrial Disability Retirement For Hanna Campos

The City Council will consider: (ADMIN SVCS)

a. Adopting a **Resolution** _____ determining that Hanna Campos is

entitled to an industrial disability retirement, within the meaning of the Public Employees' Retirement Law, arising out of and in the course of her employment; and

b. Authorizing the California Public Employees' Retirement System (CalPERS) to process the Disability Retirement application of Hanna Campos, Police Sergeant.

Documents:

[ITEM 8 REPORT 022619.PDF](#)

9. Resolution Determining Industrial Disability Retirement For Frank J. Rivera

The City Council will consider: (ADMIN SVCS)

a. Adopting a **Resolution** _____ determining that Frank J. Rivera is entitled to an industrial disability retirement, within the meaning of the Public Employees' Retirement Law, arising out of and in the course of his employment; and

b. Authorizing the California Public Employees' Retirement System (CalPERS) to process the Disability Retirement application of Frank J. Rivera, Police Lieutenant.

Documents:

[ITEM 9 REPORT 022619.PDF](#)

10. Resolution Updating The Job Specification Of The Records Coordinator Position

The City Council will consider adopting a **Resolution** _____ amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Records Coordinator position in the City Clerk's Office. (ADMIN SVCS)

Documents:

[ITEM 10 REPORT 022619.PDF](#)

11. Side Letter Of Agreement With The Municipal Employees Association Regarding Probationary Periods For Civilian Employees In The Police Department

The City Council will consider: (ADMIN SVCS)

a. Approving the Side Letter of Agreement with the South Gate Municipal Employees Association regarding probationary periods for civilian employees in the Police Department; and

b. Authorizing the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 11 REPORT 022619.PDF](#)

12. Side Letter Of Agreement With The Professional Mid-Management Association Regarding Probationary Periods For Civilian Employees In The Police Department

The City Council will consider: (ADMIN SVCS)

- a. Approving the Side Letter of Agreement with the South Gate Professional and Mid Management Association regarding probationary periods for civilian employees in the Police Department; and
- b. Authorizing the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 12 REPORT 022619.PDF](#)

13. Amendment No. 2 To Contract No. 2701 With Harbor Area Farmers Markets Extending Operation Of The Farmers Market At South Gate Park For An Additional Five-Year Term

The City Council will consider: (PARKS)

- a. Approving Amendment No. 2 to Contract No. 2701 with Harbor Area Farmers Markets to operate the Farmers Market at South Gate Park for an additional five year term;
- b. Authorizing the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney; and
- c. Authorizing the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage the Farmers Market.

Documents:

[ITEM 13 REPORT 022619.PDF](#)

14. Memorandum Of Understanding With RiverLA To Pursue Grant Funding To Prepare A Feasibility Study For A New Park In The LA River

The City Council will consider: (PW)

- a. Approving a Memorandum of Understanding (**Contract _____**) with the RiverLA to pursue grant funding to prepare a feasibility study for the construction of a new park in the Los Angeles River, for a three-year

term, at no cost to the City; and

b. Authorizing the Mayor to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

Documents:

[ITEM 14 REPORT 022619.PDF](#)

15. Agreement With Tim Turner Dba Turner Signs & Graphics For Construction Of The City Hall Complex Exterior & Interior Wayfinding Signage

The City Council will consider: (PW)

a. Approving an Agreement (**Contract _____**) with Tim Turner dba Turner Signs & Graphics, for the construction of the City Hall Complex Exterior and Interior Wayfinding Signage, City Project No. 502-ARC (Project), in the amount not-to-exceed \$88,162;

b. Approving the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office; and

c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

Documents:

[ITEM 15 REPORT 022619.PDF](#)

16. Grant Deed From Michael Bakhshi To Secure A Portion Of The Property Located At 4136 Santa Ana Street, For Roadway Purposes, At No Cost To The City

The City Council will consider: (PW)

a. Accepting the Grant Deed from Michael Bakhshi, owner, to secure the title to a one-foot strip of land along the northern edge of the property, a five-foot strip of land along the eastern edge of the property, and corner cut-out on the northeast corner of the property located at 4136 Santa Ana Street for roadway purposes, and at no cost to the City; and

b. Authorizing the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

Documents:

[ITEM 16 REPORT 022619.PDF](#)

17. Purchase Of Two Pursuit Vehicles And Required Emergency Equipment From National Auto Fleet Group For The Police Department

The City Council will consider: (PD)

- a. Approving a Purchase Order with National Auto Fleet Group for the purchase of two pursuit vehicles and installation of necessary emergency equipment for the Police Department, in the total amount of \$91,121.40; and
- b. Approving a Purchase Order with Motorola/BearCom for the purchase of radio equipment, including installation, labor and programming to outfit these two pursuit vehicles, in the total amount of \$17,113.78.

Documents:

[ITEM 17 REPORT 022619.PDF](#)

18. Purchase Of Five Chevy Bolt Electric Vehicles From National Auto Fleet Group For The Public Works Department

The City Council will consider: (PW)

- a. Authorizing the purchase of five Chevy Bolt Electric Vehicles from National Auto Fleet Group through Sourcewell, in an amount not-to-exceed \$193,291; and
- b. Authorizing the Mayor to execute the documents necessary to purchase the vehicles in forms acceptable to the City Attorney.

Documents:

[ITEM 18 REPORT 022619.PDF](#)

19. Notice Of Completion For Construction Of The Police Department Wellness Center Project

The City Council will consider: (PW)

- a. Accepting completion of construction of the South Gate Police Department Wellness Center, City Project No. 552-ARC, effective January 4, 2019; and
- b. Directing the City Clerk to file a Notice of Completion with Los Angeles County Recorder's Office.

Documents:

[ITEM 19 REPORT 022619.PDF](#)

IX. Reports, Recommendations And Requests

20. Consider And Provide Direction Regarding The City Clerk's Salary

The City Council will consider and providing direction regarding the City Clerk's salary. (ADMIN SVCS)

Documents:

[ITEM 20 REPORT 022619.PDF](#)

21. Memorandum Of Understanding With Helpline Youth Counseling, Inc., To Submit A Homeless Funding Grant Application To Assist Homeless Individuals

The City Council will consider: (CD)

a. Approving a Memorandum of Understanding (MOU) (**Contract _____**) with Helpline Youth Counseling, Inc. (HYC) for submittal of an application to Los Angeles Homeless Services Authority (LAHSA) for a \$75,000 homeless funding grant to assist homeless individuals over a three year period; and

b. Authorizing the Mayor to execute the MOU in a form acceptable to the City Attorney.

Documents:

[ITEM 21 REPORT 022619.PDF](#)

22. This Item Was Removed From The Agenda.

23. League Of California Cities' 2020 Census Update Report

The City Council will consider: (CD)

a. Receiving and filing an update report of the League of California Cities findings and recommendations in preparation for the 2020 Census; and

b. Providing direction regarding the formation of a Complete Count Committee for the 2020 Census.

Documents:

[ITEM 23 REPORT 022619.PDF](#)

24. Warrant Register For February 26, 2019

The City Council will consider approving the Warrants and Cancellations for February 26, 2019. (ADMIN SVCS)

Total of Checks: \$2,722,833.11
Voids: (\$ 51,163.33)
Total Payroll Deductions: \$ 267,372.27
Grand Total: \$2,404,297.51

Cancellations: 81260, 81324, 81381

Documents:

[ITEM 24 REPORT 022619.PDF](#)

X. Adjournment

Adjournment in memory of Sergio Lopez.

I, Carmen Avalos, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted February 21, 2019 at 8:35 a.m., as required by law.

Carmen Avalos,
City Clerk

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * www.cityofsouthgate.org

In compliance with the American with Disabilities Act, if you need special assistance to participate in the City Council Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the City Council Meeting will enable the City to make reasonable arrangements to assure accessibility.

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FEB 14 2019

City of South Gate

Item No. 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

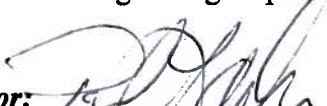
9:30 am

CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: PROCLAMATION RECOGNIZING THE SOUTH GATE WOMEN'S CLUB 100TH ANNIVERSARY

PURPOSE: To recognize the South Gate Women's Club for their 100th anniversary as a service organization.

RECOMMENDED ACTION: Mayor María Belén Bernal will issue a Proclamation recognizing the South Gate Women's Club and its members in celebration of their 100th anniversary as a service organization in the City of South Gate.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: In 1917, developers began selling plots of land in what would become South Gate. New residents from the East Coast and Mid-Western cities hoped for open space and opportunities. By 1919, a few of the local women began meeting and formed a Women's Club to help form a community, provide social functions and to assist each other when needed.

For 100 years, the South Gate Women's Club has been an important part of the community. Along with the many social and philanthropic contributions that the organization has made, it has been a place where some of the communities most active and influential women learned and developed the leadership and commitment that made them such an important part of our community.

For any organization to continue and thrive for 100 years is exceptional. In looking at the South Gate Women's Club contributions to South Gate and its residents, the history is outstanding. For this and for 100 years of hard work, dedication and contributions to our community, the City Council congratulates the South Gate Women's Club and its members.

ATTACHMENT: Proclamation



F I O U R T H 2 0 1 9

Mayor

P R O C L A M A T I O N

In recognition and celebration of the
South Gate Women's Club
100th Anniversary

WHEREAS, February 19, 2019 marks the 100th anniversary of the founding of the South Gate Women's Club, a service organization that has been a part of the community since before the City's incorporation and who's members were involved and supported the City through its early years, providing leadership and influence; and

WHEREAS, the South Gate Women's Club has served the community for over 100 years, providing service, support and assistance to individuals as well as organizations within the community; and

WHEREAS, many of the South Gate Women's Club members are the City's influential and active women over the City's history, including civic leaders, activists and volunteers who have helped shape the community what it is today; and

WHEREAS, over 75% of the South Gate Women's Club members have been selected as Azalea Queens over the past 52 years, which is one of the City's highest honors, recognizing a lifetime of service to the community, illustrating the caring, commitment and value of the hundreds of women who have been a part of this organization over the years; and

WHEREAS, the South Gate Women's Club has been a center of social and philanthropic activity in South Gate organizing activities, social events and providing financial contributions and assistance to many of the City's non-profit organizations; and

WHEREAS, the South Gate's Women's Club hopes to continue to empower women to be leaders and influencers in the community and to reach new generations of women to help them in taking an important role in the future of their community;

NOW, THEREFORE, be it proclaimed on this 26th day of February 2019, that I, **María Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council and citizens, do hereby recognize and commend the South Gate Women's Club for its 100 years of service to South Gate, and duly thank the many women who have given of their time and talents to improve the quality of life for our community.

/s/

Mayor María Belén Bernal

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City of South Gate

Item No. 2

FEB 20 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

9:50am

For the Regular Meeting of: February 26, 2019

Originating Department: Administration

City Manager: 
Michael Flad

City Manager: 
Michael Flad

SUBJECT: PROCLAMATION DECLARING MARCH 6TH AS WORLD LYMPHEDEMA DAY

PURPOSE: Mayor María Belén Bernal added this item to the Agenda to declare March 6th as World Lymphedema Day to raise public awareness of the disease.

RECOMMENDED ACTION: Mayor María Belén Bernal will issue a Proclamation declaring March 6, 2019, as World Lymphedema Day to encourage citizens to be aware of the disease and support those living with Lymphedema.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: In 2016, the Senate designated March 6th as World Lymphedema Day to raise public awareness of the disease. Lymphedema is caused by genetics, a result of cancer treatments and physical trauma. Swelling of the arms and legs is most common, but swelling can result in any part of the limb, and it is caused by too much lymph fluid. Although there is no cure for Lymphedema, it is recommended to drink plenty of water, exercise regularly, eat healthy, and seek compression treatments and physical therapy to help reduce swelling and discomfort.

The City Council encourages citizens to be aware of this disease and to support those living with Lymphedema.

ATTACHMENT: Proclamation

City of South Gate



From the Honorable
Mayor

PROCLAMATION

Declaring

March 6, 2019, as World Lymphedema Day

- WHEREAS,** in 2016, the United States Senate declared World Lymphedema Day on March 6th and since then, has been recognized worldwide; and
- WHEREAS,** the main symptoms of Lymphedema is swelling of part or all of the arm or leg, including fingers and toes; restricted range of motion; discomfort and pain; and hardening and thickening of the skin; and
- WHEREAS,** Lymphedema is a disease that affects up to 10 million Americans and 250 million people worldwide by genetics or as a result of cancer treatment or physical trauma; and
- WHEREAS,** up to 30% of women who survive breast cancer will get this debilitating disease that results in the accumulation of lymph fluid in the limbs when the lymphatic system is damaged, and survivors of prostate and ovarian cancers are susceptible; and
- WHEREAS,** Veterans suffer from Lymphedema as a result of battle injury or trauma from surgery, and in some cases, children can be born with this disease; and
- WHEREAS,** although there is no cure for Lymphedema, it is recommended to drink plenty of water; exercise regularly; eat healthy; and seek compression treatments and physical therapy to help reduce the swelling and discomfort; and

NOW, THEREFORE, be it proclaimed on this 26th day of February 2019, that I, **María Belén Bernal, Mayor of the City of South Gate,** on behalf of the City Council, do hereby declare March 6, 2019, as World Lymphedema Day and encourage citizens to be aware of this disease and to support those living with Lymphedema.


Mayor María Belén Bernal

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City of South Gate

Item No. 3

FEB 19 2019

CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

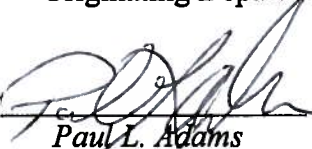
AGENDA BILL

6:25pm

For the Regular Meeting of: February 26, 2019

Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: RECOGNITION OF SOUTH GATE HIGH SCHOOL STUDENTS FOR QUALIFYING FOR THE LAUSD ALL CITY HONOR MARCHING BAND AND MARCHING IN THE 2019 ROSE PARADE

PURPOSE: This item was continued because South Gate high school students were not in attendance at the City Council meeting of February 12, 2019.

RECOMMENDED ACTION: Mayor María Belén Bernal will present Certificates of Appreciation to South Gate High School students for qualifying for the Los Angeles Unified School District All City Honor Marching Band and marching in the 2019 Rose Parade.

FISCAL IMPACT: None.

ANALYSIS: None.

BACKGROUND: Since 1973, the Los Angeles Unified School District (LAUSD) All District High School Honor Marching Band has been involved with the Tournament of Roses Parade and other special high profile events. Representing the students, teachers, administrators and employees of the second largest school district in the nation, the Honor Marching Band is one of four bands allowed to perform in the Tournament of Roses Parade on an annual basis.

Qualifying to be part of the Honor Marching Band is an arduous task. Students compete against students from over 100 high schools within the LAUSD. The students are eligible to audition for the All-City Band once they have passed a music theory test examination, music reading and language of 85% or better. Once they apply to the All-City Band, they then have to survive two rounds of auditions and remain academically eligible the entire time.

This year's Honor Marching Band included a total of thirteen members from South Gate High School, three members from South East High School, and seven members from Legacy High School Complex, all of which marched in the prestigious Rose Parade on New Year's Day. The following students from South Gate High School will receive certificates of appreciation tonight for their hard work and for representing South Gate at the highest levels:

South Gate High School
Froylan Arce (trombone)
Marisa A. Arreola (trumpet)
Edward A. Castro (trumpet)
Marcus D. Davila (cymbals)
Alejandro De La Torre (mellophone)
Jacob Jauregui (trombone)
Daniela L. Leguizamo (cymbals)
Erick E. Leiva (trumpet)
Nikki C. Nuno (cymbals)
Adrian Pacheco (bass drum)
Marcoantonio D. Pelayo (snare drum)
Anahi Perez-Rangel (trumpet)

Band Director: Ruben A. Gonzalez, Jr.

ATTACHMENT: None

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FEB 13 2019

City of South Gate
CITY COUNCIL

Item No. 4

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:30pm

AGENDA BILL

For the Regular Meeting of: **February 26, 2019**

Originating Department: **Administration**

Assistant City Manager:

Arturo Cervantes

City Manager:

Michael Flad

SUBJECT: CERTIFICATES OF APPRECIATION TO SOUTH GATE COMPANIES FOR COMPLYING WITH WASTEWATER DISCHARGE REQUIREMENTS

PURPOSE: This item was added to the Agenda at the request of Mayor María Belén Bernal to recognize South Gate companies that were honored by the Sanitation Districts of Los Angeles County as “Good Corporate Citizens” under their Certificate of Recognition Program.

RECOMMENDED ACTION: Mayor María Belén Bernal will present Certificates of Appreciation to Koo’s Manufacturing, Inc., Marquez Marquez Food Products, Inc., Pacific Fruit Processors, Inc., Rainbow Powder Coating, Inc., Shultz Steel Company and Tesoro Logistics Operations, LLC for being in full compliance with the Sanitation Districts of Los Angeles County industrial waste requirements in 2017.

FISCAL IMPACT: None.

ANALYSIS: The Sanitation Districts of Los Angeles County (Sanitation Districts) has a special Certificate of Recognition Program which honored 389 industries that were in full compliance with the Sanitation Districts’ industrial waste discharge requirements. The South Gate businesses named above were among those honored by the Sanitation Districts on August 8, 2018 for their compliance in 2017. These companies not only met their requirements, but often exceeded expectations in the limits for wastewater discharge for at least a year, maintained their environmental equipment and fulfilled all permit requirements.

BACKGROUND: The Sanitation Districts are regional public agencies consisting of 24 independent special districts serving over 5.6 million people in 78 cities and the unincorporated territory within Los Angeles County. The Sanitation Districts protect public health and the environment through innovative and cost-effective wastewater and solid waste management and, in doing so, convert waste into resources such as recycled water, energy and recycled materials.

For 22 years, the Sanitation Districts have awarded the “Good Corporate Citizens” recognition which aims to incentivize Southern California industries in Los Angeles County to achieve consistent compliance with regulations, and save water and energy. The recipients of these awards take pride in environmental stewardship and are eager to work with the Sanitation Districts in its mission to protect the environment.

ATTACHMENTS: None.

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City of South Gate
CITY COUNCIL

Item No. 5

FEB 19 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Administration

3:00pm

Management Analyst:


Marina Urias

City Manager:


Michael Flad

SUBJECT: CERTIFICATE OF APPRECIATION TO INTERIOR REMOVAL SPECIALIST, INC., FOR RECEIVING THE GOVERNOR'S ENVIRONMENTAL AND ECONOMIC LEADERSHIP AWARD

PURPOSE: This item was added to the Agenda at the request of Mayor María Belén Bernal to recognize Interior Removal Specialist (IRS), Inc., for receiving The Governor's Environmental and Economic Leadership award.

RECOMMENDED ACTION: Mayor María Belén Bernal will present a Certificate of Appreciation to Interior Removal Specialist, Inc., for receiving the State of California's highest environmental honor, The Governor's Environmental and Economic Leadership award.

FISCAL IMPACT: None.

ANALYSIS: IRS earned The Governor's Environmental and Economic Leadership Award in the Waste Reduction category. The award recognizes the work done by the company to increase the recycling of often forgotten commercial interior demolition debris, and their donation program that reintroduces hundreds of tons of office furniture and fixtures back into the community every year through their partnerships with dozens of non-profit agencies.

BACKGROUND: The Governor's Environmental and Economic Leadership Award (GEELA) is awarded to individuals, organizations and businesses that have demonstrated exceptional leadership and made notable, voluntary contributions to conserving California's precious resources, protecting and enhancing our environment, building public-private partnerships and strengthening the State's economy.

GEELA honorees are examples of how innovation, determination and vision can address some of our most significant environmental challenges. From fighting climate change to reducing waste, their successful efforts are proving that environmentally sustainable practices can grow and support a healthy economy.

ATTACHMENT: None.

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Item No. 6

FEB 20 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

City of South Gate
CITY COUNCIL

10:20am

AGENDA BILL

For the Regular Meeting of February 26, 2019

Originating Department: Community Development

Department Director:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: ORDINANCE REPEALING INTERIM URGENCY ORDINANCE NOS. 2336 AND 2338 AND ADDING NEW CHAPTER 11.43 (ACCESSORY DWELLING UNITS AND ACCESSORY STRUCTURES), TO THE MUNICIPAL CODE

PURPOSE: To consider the proposed Ordinance regarding Accessory Dwelling Units that will permanently replace Interim Urgency Ordinance Nos. 2336 and 2338 (which is scheduled to expire on April 24, 2019) and comply with State law. When adopting the Urgency Ordinances, the City Council directed staff to study and develop permanent regulations that may be adopted prior to the April 24, 2019 expiration date. Unless the City adopts a permanent ADU Ordinance, the City will have no effective ordinance addressing ADUs. Without a permanent Ordinance in place, ADU applications will be processed by default under State regulations, resulting in a loss of City authority to process and apply standards for new ADUs.

RECOMMENDED ACTION: Following the conclusion of the public hearing, waive further reading in full and introduce Ordinance repealing Interim Ordinance Nos. 2336 and 2338 in their entirety and adding new Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), to Title 11 (Zoning), of the South Gate Municipal Code.

FISCAL IMPACT: None.

ALIGNMENT WITH CITY COUNCIL GOALS: The adoption of the proposed Ordinance supports the goal of creating and protecting strong and sustainable neighborhoods by enabling the City to apply standards and processes for the development of Accessory Dwelling Units in the City's residential neighborhoods.

PUBLIC NOTIFICATION: Advertising and notification of the public hearing for this item was conducted in compliance with Chapter 11.42, Title 11 of the South Gate Municipal Code. A legal notice was published in the "Los Angeles Wave" newspaper on February 14, 2019.

ENVIRONMENTAL EVALUATION: Adoption of the proposed Ordinance is exempt from the California Environmental Quality Act of 1970 ("CEQA"), as amended, pursuant to Public Resources Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an Ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." The proposed Ordinance is recommended for adoption to implement

changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

ANALYSIS: Effective January 1, 2017, the California state legislature adopted Government Code Section 65852.2, which made sweeping changes to state law regarding "accessory dwelling units" (formerly known as "second dwelling units"). Among other things, it required ministerial approval of applications for permits to construct alternative dwelling units, subject to certain specified conditions. Government Code Section 65852.2 effectively rendered void the City's then-existing ordinance regarding applications for permits to construct accessory dwelling units, which called for discretionary approval rather than ministerial approval.

In response the City Council, at its regular meeting of April 25, 2017, adopted Urgency Ordinance No. 2336 to establish interim approval standards with respect to applications for alternative dwelling unit permits, and to identify procedures for ministerial approval of accessory dwelling units within the City, all as necessary to cause the City's process for approving those applications to comply with Government Code Section 65852.2. Interim Urgency Ordinance No. 2336 was scheduled to expire on June 9, 2017, unless extended. Pursuant to Government Code Section 65858(b), the City Council was entitled to enact an extension to that Interim Urgency Ordinance in order to extend that Ordinance an additional 22 months and fifteen days. On May 23, 2017, the City Council adopted Interim Urgency Ordinance No. 2338, which extended Interim Urgency Ordinance No. 2336 through and including April 24, 2019. Furthermore, the City Council directed staff to study and develop permanent regulations that may be adopted prior to the April 24, 2019 expiration date.

In the intervening months, we have studied the degree to which those Interim Urgency Ordinances were effective in increasing the supply of housing in the City without adversely affecting the City's other obligations and responsibilities to its residents. We have concluded that those Interim Urgency Ordinances have worked well, but could be modified slightly to improve their effectiveness. Accordingly, the proposed ordinance has been prepared. The redlined copy of the Ordinance Summary of Changes is attached hereto as Attachment B to indicate the manner in which it differs from the earlier Interim Urgency Ordinances. Attachment C also shows a summary of changes comparing the new ADU regulations with the prior original zoning regulations for Second Dwelling Units/Granny Flats. The new ADU Ordinance will completely replace the prior code.

The Proposed Ordinance is substantially the same as the Interim Urgency Ordinances and provides clean-up language designed to clarify the City's ADU regulations. Provided below are key provisions in the proposed Ordinance:

Minimum Lot Requirements

- An ADU must be located within the Neighborhood Low (i.e. single-family) Zone.
- An ADU must be located on a lot that is equal to or larger than 6,000 square feet (unless the ADU is located entirely within the Main Dwelling).
- Only one ADU may exist on a lot.

Size of ADU

- An ADU, whether attached, detached, or a part of the Main Dwelling will not have a gross floor area greater than six-hundred-forty (640) square feet or 30% of the area of the main structure, whichever is less.
- An ADU will contain no more than one bedroom.

Unit Size

- An ADU shall not be less than two-hundred-forty (240) square feet in size or the minimum size for an efficiency unit.

Lot Coverage

- The Main Dwelling and the ADU, together with all other structures, shall not exceed a total lot coverage of forty-five (45%) percent.

Location of New Construction

- An ADU constructed apart from the Main Dwelling and not within an existing garage that is to be converted to residential use, must be located outside of all required setbacks and in the rear one-half of the lot.

Parking

- One parking space will be provided per ADU and may be provided as tandem parking, including on an existing driveway or in setback areas, but excluding the non-driveway front yard setback.
- ADUs are exempt from parking standards if the ADU is:
 - Part of the existing Main Dwelling unit or an existing accessory structure that is not being removed to accommodate the ADU;
 - Located within one-half mile of a public transit stop;
 - Located within a historic district;
 - Located within an area where on-street parking permits are required but not offered to the occupant of the secondary unit; or
 - Located within one block of a dedicated car share space.

Replacement Parking

- When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an ADU, replacement parking will be required and may be located in any configuration on the same lot as the ADU (except that replacement spaces are not allowed within the non-driveway front yard setback).
- Replacement spaces will be provided on the same lot as the ADU. The number of replacement spaces will be no fewer than the spaces that were removed.
- The minimum dimensions for any replacement spaces will be 10 feet by 20 feet.
- Parking spaces are required to be maintained in good order and repair and clear of all vegetation, equipment, trash, debris.

Utilities

- Separate utility connections are not required for ADUs contained within an existing Main Dwelling or existing accessory units.

- All other ADUs, including new ADU structures, are required to have new and separate utility connections.

Ownership

- An ADU must be under the same ownership as the remainder of the lot.
- An ADU may not be partitioned from the Main Dwelling or sold/transferred separately from the Main Dwelling.

Continuous Owner Occupancy

- Property owner must occupy either the ADU or Main Dwelling.
- One of the two dwelling units may be rented for a period of not less than thirty (30) days.

Revocation of Permit

- The circumstances and process for the revocation of an ADU permit are included in the proposed Ordinance.

Survey of Surrounding Cities

Many cities nearby and statewide have adopted permanent ADU Ordinances or are also in the process of adopting permanent Ordinances with urgency Ordinances in place (see a survey of nearby cities (attached)). Most of these Ordinances have similar regulations for designated areas and zoning standards to help address issues of potential impacts of new housing development to adjacent lots and neighborhoods, street parking, and traffic. Similar to South Gate's proposed Ordinance, the surveyed cities for example: show zone restrictions to R-1 only; minimum lot sizes ranging from 5,000 to 10,000 square feet; and maximum ADU sizes ranging from 500 square feet to 1,500 square feet.

South Gate Eligible ADU Properties

There are a total of 3,101 properties in the City that are eligible for ADUs based on the criteria in the Ordinance for properties 6,000 square feet or larger in the Neighborhood Low zone (See Map in Attachment G). There are a total of 12,306 properties in the City that are zoned Neighborhood Low, therefore the 3,101 represents 25% of all Neighborhood Low zoned properties. There are a total of 16,583 residential properties in the City, therefore the 3,101 represents 19% of all residential properties in the City.

ADUs Approved and Built

Since the approval of the Urgency Ordinance in 2017, the City has received 109 ADU applications, with 60 applications approved for zoning, 45 building permits issued, 30 under construction, and 15 ADUs completed construction. This shows a strong interest in ADUs in the city and that the current regulations as proposed are providing adequate ability for residents to add significant numbers of ADUs in the city now and in the future.

There continues to be new proposed State legislation affecting ADUs that could affect cities'

ability to regulate local approvals. Many bills introduced last year did not get approved, however there are at least three recently introduced bills being considered that could potentially affect the cities' ordinances. Any new legislation approved would then be addressed at a future time with any zoning amendments as necessary.

BACKGROUND: The California Government Code for ADUs allows for cities to create their own Ordinances for ADUs to address their own local needs by designating certain areas or zones and related zoning regulations to protect the health, safety, and welfare of the community. These code sections in particular are: Section 65852.150(b) states "It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance."; Section 65852.2(a)(1) states "A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily use."; and Section 65852.2(a)(1)(A) states that the ordinance shall "Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety." Therefore, the proposed Ordinance designates areas with reasonable zoning standards in the City that would best accommodate new ADU units.

Planning Commission Review

On February 21, 2019, the Planning Commission conducted a public hearing and adopted Resolution No. 2019-02 (attached), recommending that the City Council adopt the proposed Ordinance establishing standards and ministerial process for approving Accessory Dwelling Units.

ATTACHMENTS: A: Proposed Ordinance
B: ADU Ordinance – Summary of Changes redlined
C: Survey of nearby cities
D: Map of eligible ADU properties
E: Planning Commission Resolution No. 2019-02
F: Full text of Government Code Section 65852.2
G: Public Hearing Notice

ORDINANCE NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, REPEALING INTERIM
URGENCY ORDINANCE NOS. 2336 AND 2338 IN THEIR
ENTIRETY AND ADDING NEW CHAPTER 11.43
(ACCESSORY DWELLING UNITS AND ACCESSORY
STRUCTURES), TO TITLE 11 (ZONING), OF THE SOUTH
GATE MUNICIPAL CODE**

WHEREAS, effective January 1, 2017, California Government Code Section 65852.2 deemed null and void any existing ordinance that fails to provide an approval process that includes only ministerial provisions for the approval of Accessory Dwelling Units; and

WHEREAS, Government Code Section 65852.2 permits local governments to establish development standards for ministerial review of Accessory Dwelling Units and directs that Accessory Dwelling Units be approved subject to state standards when no local standards or process for accessory dwellings has been established; and

WHEREAS, Government Code Section 65858 permits cities to adopt interim procedures and criteria while studying potential permanent processes and zoning standards; and

WHEREAS, on April 25, 2017, the City Council adopted Interim Urgency Ordinance No. 2336 for the purpose of regulating Accessory Dwelling Units in the Neighborhood Low residential zone of the City of South Gate; and

WHEREAS, on May 23, 2017, the City Council adopted Interim Urgency Ordinance No. 2338, extending the term of Interim Urgency Ordinance No. 2336 through April 24, 2019; and

WHEREAS, the City Council finds that a permanent Ordinance regulating Accessory Dwelling Units in the Neighborhood Low residential zone of the City of South Gate is necessary for the public health, welfare and safety and residents, citizens, businesses and visitors of the City of South Gate; and

WHEREAS, the City Council finds that this permanent Ordinance No. _____ is consistent with the City's General Plan and not in conflict with any applicable specific plan; and

WHEREAS, this permanent Ordinance No. _____ complies with California Code Section 65852.2 that requires cities to establish standards to allow for ministerial approval of Accessory Dwelling Units so as to provide additional rental housing stock as Accessory Dwelling Units as a component of the housing supply in California; and

WHEREAS, this permanent Ordinance No. _____ is largely identical to Interim Urgency Ordinance No. 2338, except for minor modifications;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby repeals Interim Urgency Ordinance Nos. 2336 and 2338 in their entirety.

SECTION 2. New Chapter 11.43 (Accessory Dwelling Units and Accessory Structures), is hereby added to Title 11 (Zoning), of the South Gate Municipal Code in its entirety to read as follows:

**Title 11 (Zoning)
Chapter 11.43 (Accessory Dwelling Units and Accessory Structures)**

Sections:

- 11.43.010 Purpose and Intent.**
- 11.43.020 Definitions.**
- 11.43.030 Accessory Dwelling Unit Requirements.**
- 11.43.040 Application Process and Permit Requirements.**
- 11.43.050 Recordation of Covenant.**
- 11.43.060 Revocation.**
- 11.43.070 Hearings and Appeals.**
- 11.43.080 Responsible Persons.**
- 11.43.090 Declaration of Nuisance; Enforcement.**
- 11.43.100 No Authorization to Violate Law.**
- 11.43.110 Accessory Structures.**

11.43.010 Purpose and Intent.

This chapter of the South Gate Municipal Code (the “Chapter”) establishes the standards for permitting accessory dwelling units (“Accessory Dwelling Units”) within the City of South Gate, formerly known as “second dwelling units” on residential properties in accordance with Section 65852.2 as of the California Government Code, as amended and effective January 1, 2017.

11.43.020 Definitions.

For purposes of this Chapter the following terms shall have the meanings indicated:

- A. “Accessory Dwelling Unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An Accessory Dwelling Unit also includes (i) an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and (ii) a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- B. “Accessory Dwelling Unit Permit” means the formal, written approval, of the Community Development Director approving the application for an Accessory Dwelling Unit.
- C. “Application” means an application for an Accessory Dwelling Unit Permit.

- D. "Building Codes" means all of the requirements for authorization for the construction, alteration, improvement, modification, demolition or removal of any structure within the City of South Gate, including all codes adopted by reference in the Municipal Code, including but not limited to the California Building Code, the California Electrical Code, the California Plumbing Code, the California Mechanical Code, the California Residential Code and all local amendments thereto as adopted by the City in the Municipal Code.
- E. "Building Permits" means all authorizations and permissions required in accordance with all applicable Building Codes.
- F. "City" means the City of South Gate.
- G. "Director" means the Community Development Director of the City of South Gate and all of his/her designees.
- H. "Existing Structure" for the purposes of defining an allowable space that can be converted to an Accessory Dwelling Unit means within the four walls and roofline of any structure existing on or after January 1, 2017 that can be made safely habitable under local building codes at the determination of the building official regardless of any non-compliance with zoning standards.
- I. "Initiate the Use" means to commence occupying the Accessory Dwelling Unit by persons for human habitation.
- J. "Living Area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.
- K. "Lot" shall mean the single legal parcel of real property upon which the Accessory Dwelling Unit shall be located.
- L. "Main Dwelling" means a lawfully constructed single-family residence existing on the Lot where the Accessory Dwelling Unit may be permitted.
- M. "Municipal Code" means the Municipal Code of the City of South Gate.
- N. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the Accessory Dwelling Unit.
- O. Other words and phrases used in this Chapter shall have the same meaning as provided in the South Gate Municipal Code.

11.43.030 Accessory Dwelling Unit Requirements.

- A. **Location of Accessory Dwelling Units.** An Accessory Dwelling Unit for which a valid Accessory Dwelling Unit Permit has been issued and that is, at all times, maintained, utilized and improved in accordance with this Chapter shall be permitted within the NL Zone within the City. The foregoing notwithstanding, Accessory Dwelling Units shall not be established or permitted within a planned community, including but not limited to planned unit developments and condominium projects, unless Accessory Dwelling Units were specifically incorporated into the approved project plans and the recorded covenants,

conditions and restrictions or other document reflecting the land use restrictions applicable to the development.

- B. Compliance with Chapter.** No Accessory Dwelling Unit may be constructed, maintained, improved, altered, enlarged, modified, permitted or allowed within the City except as provided in this Chapter and only in the NL Zone.
- C. Residential Use.** An Accessory Dwelling Unit shall be used only for residential purposes and no business, enterprise or occupation shall be conducted, permitted or allowed within the Accessory Dwelling Unit.
- D. Applications for Accessory Dwelling Unit Permit.** All applications for an Accessory Dwelling Unit Permit shall be submitted to the Director on the form approved by the Director, together with all information and documents requested, which shall include scaled and fully dimensioned plans, and elevations for the lot including the proposed Accessory Dwelling Unit, Main Dwelling, any other structures on site, parking, set-backs and entrances and driveways.
- E. Building Permits.** Building Permit(s) shall be required for all Accessory Dwelling Units. All existing Building Permits for a proposed Accessory Dwelling Unit shall be submitted with the Application. In addition, all applications for all Building Permits or other authorizations and approvals required for the legal use of the structure where the Accessory Dwelling Unit will be located shall be submitted with the Application, together with all permit, planning, development or other fees required under the Municipal Code, except as otherwise expressly provided in this Chapter.
- F. Design Compatibility.** All Accessory Dwelling Units shall be architecturally compatible with the Main Dwelling with respect to styling, roofline, window and door treatment, materials, colors, textures, height, scale, and bulk, and shall be compatible with the surrounding neighborhood.
- G. Community Impact.** The design and establishment of the Accessory Dwelling Unit shall not adversely affect the neighborhood with respect to on-street parking demand and use, traffic noise, or other impacts that could result in adverse impacts on public services and resources.
- H. Continuous Owner Occupancy.** At the time that an application for Accessory Dwelling Unit Permit is submitted and at all times thereafter at least one of the dwelling units (Main Dwelling or Accessory Dwelling Unit) on the Lot must be occupied by a natural person who is a lawful owner or beneficial interest holder of a lawful trust holding title to the Lot. The other dwelling unit may be rented for a period of not less than thirty (30) days. It is the intent of this Chapter that once established, at least one of the units on the Lot shall be owner occupied. In the event that no such person occupies one of the units on the Lot, the Accessory Dwelling Unit may not be occupied or rented and shall be deemed to be non-habitable as provided in Section 11.43.060, in which case all owners and all persons in control, management or possession of the Lot shall comply with Section 11.43.060(C).
- I. Minimum Lot Requirements.** Accessory Dwelling Units shall only be permitted on legal parcels that meet all the following Lot qualifications:

1. The Lot is located within an NL zone as designated by the South Gate zoning map.
 2. The Lot size is equal to or larger than six thousand (6,000) square feet, unless the Accessory Dwelling Unit is located entirely within the Living Area of the existing Main Dwelling, in which case the Lot size may be smaller.
 3. The Lot has an existing single-family Main Dwelling.
 4. The Lot does not have an existing Accessory Dwelling Unit on site. Only one Accessory Dwelling Unit, regardless of size or configuration, may exist on a Lot at any one time. No more than two (2) dwelling units may exist at any time on a Lot containing an Accessory Dwelling Unit.
 5. When an Accessory Dwelling Unit is to be contained within the existing space of a Main Dwelling or accessory structure, it shall have independent exterior access from the existing residence and the side and rear setbacks shall be sufficient for fire safety, including compliance with all applicable Fire Codes.
- J. Applicability of Other Municipal Code Requirements.** The Accessory Dwelling Unit, and any other improvements located on the Lot where it is located, shall comply with all applicable Building Codes and Zoning Code requirements, except as modified expressly by this Chapter. The foregoing notwithstanding. Accessory Dwelling Units shall not be required to be equipped with fire sprinklers, unless they are required for the Main Dwelling.
- K. Density and Use.** The existence of an Accessory Dwelling Unit shall not be deemed to cause a Lot to exceed the allowable density for the Lot upon which the Accessory Dwelling Unit is located. An Accessory Dwelling Unit shall be considered a residential use consistent with the existing general plan and zoning designation for the Lot.
- L. Ownership.** An Accessory Dwelling Unit shall, at all times, be held under the same ownership as the remainder of the Lot on which it is located. An Accessory Dwelling Unit may not be partitioned from the Main Dwelling and may not be sold, transferred or assigned separately from the Main Dwelling.
- M. Development Standards.** An Accessory Dwelling Unit shall at all times comply with the following requirements.
1. **Development Standards.** Except as expressly provided herein, all development standards set forth in the Municipal Code applicable to the Main Dwelling shall be applicable to all Accessory Dwelling Units.
 2. **Maximum Occupancy.** Occupancy loads of the Accessory Dwelling Unit shall be the same as applicable to the Main Dwelling pursuant to applicable regulatory requirements of the Municipal Code or the State of California, including without limitation all applicable Building and Fire Codes.
 3. **Compliance with Building Codes.** All construction, alteration, modification,

demolition, improvement or other work required to comply with this Chapter, the Accessory Dwelling Unit Permit or any other condition related thereto, shall be in compliance with all applicable Building Codes and shall be completed and final inspection requested within one-hundred-eighty (180) calendar days after the issuance of such permit, approval or authorization. Upon a request made by the Applicant prior to the expiration of a permit, approval or authorization and upon good cause having been shown that the work could not reasonably be completed within the said time period, the building official or department issuing such authorization may grant one (1) extension of no more than one-hundred-eighty (180) days.

4. **Utilities.** If the Accessory Dwelling Unit is contained within an existing Main Dwelling or an existing accessory structure, has independent exterior access from the existing Main Dwelling, and has side and rear setbacks sufficient for fire safety, then a new or separate utility connection directly between the Accessory Dwelling Unit and the utility shall not be required. In all other cases, an Accessory Dwelling Unit shall be equipped with a new and separate utility connection directly between the Accessory Dwelling Unit and the utility. The City shall charge a connection fee or capacity charge, as applicable to the specific property, that shall be proportionate to the burden of the proposed Accessory Dwelling Unit, based upon either its size or the number of plumbing fixtures, and upon the water or sewer system, as determined by the Director; provided, however, that the charge shall not exceed the reasonable cost of providing the service. All newly constructed or installed utilities for the Accessory Dwelling Unit shall be underground and subject to and comply with Municipal Code Section 11.30.060.
5. **Smoke Detectors.** If the Main Dwelling is required to be equipped with functioning hardwired smoke detectors with battery backup, the Accessory Dwelling Unit shall also be so equipped.
6. **Gross Floor Area.** The Accessory Dwelling Unit, whether attached, detached or a part of the Main Dwelling shall not have a gross floor area greater than six-hundred-forty (640) square feet or 30% of the area of the Main Dwelling, whichever is less, and shall contain no more than one bedroom.
7. **Unit Size.** The Accessory Dwelling Unit shall not be less than two-hundred-forty (240) square feet in size or the minimum size for an efficiency unit, as defined in California Health and Safety Code Section 17958.1, whichever is greater.
8. **Lot Coverage.** The Main Dwelling and the Accessory Dwelling Unit, together with all other structures, shall not exceed a total structural lot coverage of forty-five percent (45%).
9. **Location of New Construction Setbacks.** In the event that the Accessory Dwelling Unit is to be constructed separate and apart from the Main Dwelling and not within an existing garage that is to be converted to residential use, the Accessory Dwelling Unit shall be located outside of all setback requirements set forth in the Municipal Code that are applicable to the Main Dwelling and shall be located in the rear one-half of the Lot. An existing garage that is converted to an Accessory Dwelling Unit shall not be required to have any setback, other than the setback that may be required by

Building or Fire Codes for fire or safety purposes. A newly constructed Accessory Dwelling Unit that is located above a garage shall be located not closer than five (5) feet from the side and rear lot lines. A minimum building separation (eave to eave) of ten (10) feet shall be maintained between the Main Dwelling and a detached Accessory Dwelling Unit.

10. **Height.** The Accessory Dwelling Unit shall be no taller than thirty-four (34) feet or the height of the existing Main Dwelling, whichever is lower, and may not exceed one (1) story unless the existing Main Dwelling has at least two (2) stories.
11. **Passageways.** No passageway shall be required in conjunction with the construction of an Accessory Dwelling Unit.
12. **Entrance.** The Accessory Dwelling Unit shall have a separate entrance from the Main Dwelling that shall not be visible from the front of the Main Dwelling or the public right of way.
13. **Parking.**
 - A. In addition to the parking requirement in the Municipal Code for the Main Dwelling, parking shall be provided for the Accessory Dwelling Unit as follows: For units containing one or fewer bedrooms: one (1) space. This parking space, in combination with the other parking spaces required for the Lot, may be provided as tandem parking, including on an existing driveway or in setback areas, excluding the non-driveway front yard setback.
 - B. When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an Accessory Dwelling Unit, replacement parking shall be required and may be located in any configuration on the same lot as the Accessory Dwelling Unit, except that replacement parking spaces shall not be located within the non-driveway front yard setback. Replacement spaces shall be provided in any configuration on the same Lot as the Accessory Dwelling Unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. The number of replacement parking spaces shall be no fewer than the spaces that were removed. The minimum dimensions for any replacement parking spaces shall be ten (10) feet by twenty (20) feet. Parking spaces shall be maintained in good order and repair and clear of all vegetation, equipment, trash, debris or any other condition that would prevent or impede the use of the spaces for parking.
 - C. The parking requirement for an Accessory Dwelling Unit set forth in this section shall not be required in the following instances:
 - i. The Accessory Dwelling Unit is located within one-half mile of a regularly used public transit stop, depot or station.
 - ii. The Accessory Dwelling Unit is part of the existing Main Dwelling or an existing accessory structure that is not being removed to accommodate the Accessory Dwelling Unit.
 - iii. The Accessory Dwelling Unit is located within an architecturally and historically significant historic district.

- iv. When on-street parking permits are required but not offered to the occupant of the Accessory Dwelling Unit.
- v. When there is a car share vehicle located within one block of the Accessory Dwelling Unit.

11.43.040 Application Process and Permit Requirements.

- A. Processing Application.** Within 120 days of receipt of a completed Application, submitted with all supporting documentation and, if applicable, all fees required for Building Permits, Development and Planning, approvals, authorizations and permissions, in accordance with Government Code Sections 66000, et seq., the Director shall issue an Accessory Dwelling Unit Permit, ministerially, upon making a determination that the proposed Accessory Dwelling Unit would be in compliance with this Chapter and that all required approvals, permits, authorizations and permissions exist for the lawful use of the Accessory Uses or will be issued by the appropriate agency or department. If the Director has information or reasonable belief that all such approvals, permits authorization and permissions do not exist and will not be issued within a reasonable time, the Director shall deny the Application.
- B. Health Official Approval.** In the event that that the property is served by a functioning private sewage disposal system, any Application for an Accessory Dwelling Unit must be approved by health official for the City before an Accessory Dwelling Unit Permit may be issued by the Director.
- C. Conditions of Approval.** The Director may include conditions on the Accessory Dwelling Unit Permit that are consistent with this Chapter.
- D. Denial of Application.** The Director shall deny an Application for an Accessory Dwelling Unit Permit upon making a determination that the Requirements of this Chapter have not been satisfied and in the event that the Director finds that any of the following conditions exist or may occur if the application is granted:
 - 1. The Accessory Dwelling Unit would be detrimental to the public health and safety or that it would unreasonably impact the privacy of the surrounding properties.
 - 2. The Lot or any structure located there upon contains any active violations of the Municipal Code or other applicable regulation or law, except in the event that such violation shall be abated in the course of construction or other activities authorized by permits or other authorizations or permissions granted by the City.

11.43.050 Recordation of Covenant.

Within thirty (30) days of the approval of an Application for an Accessory Dwelling Unit Permit, the owner of the Lot shall record a covenant (“Covenant”) reflecting the obligations, rights and restrictions provided in the Permit and in this Chapter. The Covenant shall “run with the land” and be binding on the Lot and all owners, lenders, lien holders, occupants and all other persons having an interest or estate in the Lot, now or in the future. The Covenant shall be recorded in the Registrar-Recorder's Office of Los Angeles County. A copy of the Accessory Dwelling Unit Permit shall be incorporated in or attached to the Covenant and shall be recorded therewith. A copy of the Covenant shall be filed with the City's Community Development Department. The Covenant shall be in a form approved in writing by the City Attorney and shall provide the following:

- A. That at all times that an Accessory Dwelling Unit is located on the subject Lot a natural person who is a lawful owner, or beneficial interest holder of a lawful trust holding title to the Lot must continuously occupy the Main Dwelling or the Accessory Dwelling Unit as that person's principal residence.
- B. At all times there shall be no more than two (2) residential units on any Lot containing an Accessory Dwelling Unit.
- C. That the Accessory Dwelling Unit may not be sold separately from the remainder of the Lot and that it shall not be subject to partition or separation from the Lot where the Main Dwelling is located.
- D. That any rental of either the Main Dwelling or Accessory Dwelling Unit not occupied by a natural person who is an owner of the subject property or the beneficial interest holder must be for a term longer than thirty (30) days.
- E. That the Accessory Dwelling Unit Permit for the Lot and each of the terms and conditions set forth therein bind the Lot and all owners and all beneficial interest holders, lenders, lien holders, occupants and all other persons having an interest or estate in the Lot, now or in the future.
- F. That the use of the Accessory Dwelling Unit is subject to the provisions of this Chapter.
- G. That the Accessory Dwelling Unit Permit may be subject to revocation in the event of breach of the terms of the Covenant or as otherwise provided in this Chapter.

11.43.060 Revocation.

- A. The Director may revoke any Accessory Dwelling Unit Permit in the event of any of the following:
 - 1. Misrepresentation or any false, untrue or inaccurate statement in the Application or any supporting documentation.
 - 2. Failure to execute and record the Covenant required pursuant to Section 11.43.050.
 - 3. The Accessory Dwelling Unit ceases to be used for human habitation.
 - 4. Failure to initiate the use as authorized under the Accessory Dwelling Unit Permit within 180 days, together with any extension authorized by the Director, after final inspection of any applicable building permits or the issuance of the Accessory Dwelling Unit Permit, whichever is later.
 - 5. The use of the Accessory Dwelling Unit causes detriment or becomes incompatible to the surrounding homes as a result of the manner in which it is maintained.
 - 6. Parking as required under this Chapter is not provided or maintained.

7. Failure to comply with any condition of approval of the Accessory Dwelling Unit Permit.
 8. The use of the Accessory Dwelling Unit causes or becomes a nuisance, as defined in the Municipal Code.
 9. If any term or condition of the Covenant is violated.
 10. The Accessory Dwelling Unit was not constructed in accordance with the plans and buildings permits approved by the City that were submitted with the Application for the Accessory Dwelling Unit Permit. This includes the failure to obtain a final inspection within 180 days after the issuance of building permits.
 11. Maintenance of the Accessory Dwelling Unit in violation of applicable laws, regulatory codes or the Municipal Code.
- B. Notification of Revocation.** The Director shall give written notice of the revocation of the Accessory Dwelling Unit by mail or hand delivery to the property owner and the occupants of the Main Dwelling and the Accessory Dwelling Unit and by posting a copy of the notice of revocation at the front entrance to each unit.
- C. Effect of Revocation.** Within ten (10) days after notice of the revocation is given, human habitation of the Accessory Dwelling Unit must cease. The Accessory Dwelling Unit shall thereafter be deemed non-habitable space. Within thirty (30) days after notice of the revocation is given, all electrical, plumbing, kitchen and bathroom facilities, fixtures, equipment and appliances shall be removed. To the extent that removal of any of the foregoing cannot be completed without significant risk to the structural integrity of any structure upon the Lot, any such facility, equipment, fixture or appliance may, with the consent of the building official, in lieu of removal, be permanently disabled in place. Provided, further, that any such facility, equipment, fixture or appliance shall not be required to be removed if they would otherwise be permitted within an accessory structure within the NL zone pursuant to the Municipal Code.

11.43.070 Hearings and Appeals.

- A. Director's Hearing.** In the event that the Director denies an Application for an Accessory Dwelling Unit or revokes an Accessory Dwelling Unit Permit, the applicant or permittee may request a hearing before the Director within 10 days after being advised of the decision. If there is a request for a hearing in accordance with this Subsection, the order of the Director shall be stayed until the Director makes his determination after the hearing is concluded. If there is no request for hearing within the ten (10) day period, or upon a determination of the Director upholding the revocation, the Accessory Dwelling Unit shall brought into compliance with Subsection 11.43.060(C), above or in the case of an denial of an application, the property shall be brought into compliance with all applicable building and zoning requirements of the Municipal Code.
- B. Appeal of Director's Determination After Hearing.** If the Director does not rescind a denial of the application or the revocation after the hearing, the applicant or permittee may appeal to the planning commission in accordance with Municipal Code Section 11.50.040. The Accessory Dwelling Unit may continue to be used until the appeal is decided.

C. Preclusion of Further Application. In the event that an Application is denied or a permit is revoked, no Application may be made for an Accessory Dwelling Unit Permit for the same Lot for a period of one (1) year from the date of the revocation or the conclusion of the appeal process, whichever is later.

11.43.080 Responsible Persons.

All owners, occupants, managers and persons with dominion or control over the Accessory Dwelling Unit or the Lot upon which it is located shall comply with the terms of this Chapter and all applicable conditions, covenants, permits and restrictions created thereby.

11.43.090 Declaration of Nuisance; Enforcement.

Any condition, construction, improvement, alteration or use that is created, permitted, allowed or maintained in violation of this Chapter is declared to be a nuisance and may be abated in accordance with any and all remedies available to the City, whether legal or equitable, civil, criminal or administrative, all of which shall be deemed cumulative. A violation of this Chapter shall be subject to enforcement as provided in Chapter 11.56 of the Municipal Code. Any violation of this Chapter is declared to be a misdemeanor.

11.43.100 No Authorization to Violate Law.

Nothing in this Chapter allows or permits the violation of any Federal or State Law or the Municipal Code. Except as provided hereunder, nothing herein cures or makes legal any illegal condition or use. Any work, improvement, construction or alteration required or permitted by this Chapter shall comply with all applicable building permit and regulatory requirements of the Municipal Code.

11.43.110 Accessory Structures.

The following provisions, in combination with Section 11.43.040 (Application Process and Permit Requirements), are minimum requirements for all accessory structures that are not an Accessory Dwelling Unit.

A. Detached Garage. Detached garages shall be limited to accommodating four vehicles and shall conform to all development standards of the NL Zone.

B. Garage Doors. Garage doors shall not comprise more than 50% of any single parcel frontage.

SECTION 3. The City Council hereby finds and determines, for the reasons set forth in Section 1, hereof that this Ordinance is exempt from the California Environment Quality Act of 1970 ("CEQA"), as amended, because it can be seen with certainty that this ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council's action of adopting this ordinance and the effects derivative from the adoption are exempt from the application of CEQA, pursuant to Section 15061(b)(3) of the State CEQA Guidelines (15 Cal. Code Regs. § 15061(b)(3)). Furthermore, the adoption and implementation of the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." This Ordinance was adopted and is extended to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

SECTION 4. This Ordinance shall take effect on the thirty first (31st) day after its adoption.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one of more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. The City shall submit a certified copy of this Ordinance to the State Department of Housing and Community Development not later than sixty (60) days after the date of adoption of this Ordinance, as required by Government Code Section 65852.2(h).

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this ____ day of **March, 2019**.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

DRAFT

Rafael Sammas, City Attorney

ADU Ordinance- Summary of Changes

(Underlined sections are changes to prior code)

Regulations	New State Law	Prior City Code	Interim Urgency Ordinance
Zoning	<ul style="list-style-type: none"> ➤ Any lot zoned for single or multifamily housing ➤ No lot size requirement 	<ul style="list-style-type: none"> ➤ NL (Neighborhood Low) Zone ➤ 6,000 sq. ft. or larger ➤ Existing single-family dwelling residence required ➤ Must not have existing ADU on site 	<ul style="list-style-type: none"> ➤ NL (Neighborhood Low) Zone ➤ 6,000 sq. ft. or larger ➤ Existing single-family residence required ➤ Must not have existing ADU on site
Minimum Lot Requirement			
Size of ADUs	<ul style="list-style-type: none"> ➤ Maximum of 50% of the existing main dwelling, with maximum increase in floor area of 1,200 sq. ft.; total area of floorspace for detached ADU not to exceed 1,200 sq. ft. ➤ Minimum size for an "efficiency unit" as defined in CA Health & Safety Code ➤ Not specified 	<ul style="list-style-type: none"> ➤ Maximum of 30% of the existing dwelling or 640 sq. ft. of gross floor area, whichever is less. ➤ Minimum of 240 sq. ft. ➤ Maximum of one bedroom 	<ul style="list-style-type: none"> ➤ Maximum of 30% of the existing main dwelling or 640 sq. ft. of gross floor area, whichever is less, <u>unless ADU located entirely within main dwelling</u> ➤ <u>Minimum of 240 sq. ft. or the minimum size for an efficiency unit as defined in CA Health & Safety Code</u> ➤ Maximum of one bedroom ➤ Maximum lot coverage is 45% for any NL Zone parcel (sum of main dwelling and ADU)
Lot Coverage			
Location of New ADU Construction (Setbacks)	<ul style="list-style-type: none"> ➤ Maximum 5 ft. setback from side and rear lot for ADU constructed above garage ➤ No setback requirement for converted garages 	<ul style="list-style-type: none"> ➤ NL setback regulations <ul style="list-style-type: none"> • 5ft from interior/rear ➤ Constructed on rear ½ of lot ➤ May be located on first or second floor, attached or detached from main dwelling. 	<ul style="list-style-type: none"> ➤ ADUs constructed apart from main dwelling and not within existing garage must meet required setbacks ➤ <u>Minimum 5 ft. setback from side and rear lot for ADU constructed above garage</u> ➤ Constructed on rear ½ of lot <u>if not constructed within an existing garage</u> ➤ <u>Minimum building separation of 10 ft. maintained between main dwelling and ADU</u> ➤ <u>No setback requirement for converted garages</u>

ADU Ordinance- Summary of Changes

(Underlined sections are changes to prior code)

Regulations	New State Law	Prior City Code	Interim Urgency Ordinance
New Parking for ADUs	<ul style="list-style-type: none"> ➤ Maximum of one parking space per unit or bedroom; and may be provided as tandem, covered, uncovered, or by use of mechanical automobile lifts ➤ Required spaces are permitted in setback areas as determined by local agency ➤ No parking is required if ADU is: <ol style="list-style-type: none"> 1. Located within one-half mile of a public transit stop, depot or station 2. A part of the existing main dwelling or an existing ADU that is not being removed to accommodate the ADU 3. Located within a historically significant historic district 4. In an area where on-street parking permits are required, but not offered to the occupant of the secondary ADU 5. Located within one block of a dedicated car share vehicle 	<ul style="list-style-type: none"> ➤ A minimum of one on-site paved parking space. <ul style="list-style-type: none"> ○ No tandem or perpendicular parking ○ Not permitted within required setbacks ➤ Minimum parking space dimensions 10 ft. by 20 ft.; not block access to main dwelling garage 	<ul style="list-style-type: none"> ➤ <u>Maximum of one parking space for units containing one or fewer bedrooms</u> ➤ <u>May be provided through tandem parking, including on an existing driveway or in setback areas, excluding the non-driveway front yard setback</u> ➤ <u>Minimum parking space dimensions 10 ft. by 20 ft.</u> ➤ <u>Parking spaces are to be maintained and free of debris</u> ➤ <u>No parking is required if ADU is:</u> <ol style="list-style-type: none"> 1. <u>Located within one-half mile of a public transit stop, depot or station</u> 2. <u>A part of the existing main dwelling or an existing ADU that is not being removed to accommodate the ADU</u> 3. <u>Located within a historically significant historic district</u> 4. <u>In an area where on-street parking permits are required, but not offered to the occupant of the secondary ADU</u> 5. <u>Located within one block of a dedicated car share vehicle</u>
Replacement ADU Parking	<ul style="list-style-type: none"> ➤ When a parking structure is demolished in conjunction with the construction of an accessory dwelling unit, the replacement space may be located in any configuration on the same lot as the ADU as : <ul style="list-style-type: none"> ▪ Covered spaces ▪ Uncovered spaces ▪ Tandem spaces ▪ Mechanical automobile lift 	<ul style="list-style-type: none"> ➤ Not specified 	<ul style="list-style-type: none"> ➤ <u>When garage or covered parking structure is demolished or converted with construction of an ADU, replacement parking is required but cannot be located within the non-driveway front yard setback. The number of replacement parking spaces is no fewer than the spaces that were removed; minimum dimensions being 10 ft. by 20 ft.</u>

ADU Ordinance- Summary of Changes

(Underlined sections are changes to prior code)

Regulations	New State Law	Prior City Code	Interim Urgency Ordinance
Utilities	<ul style="list-style-type: none"> ➤ Separate utilities cannot be required if ADU is within existing main dwelling or accessory structure 	<ul style="list-style-type: none"> ➤ Shall not be metered separately from main dwelling (gas, electricity, trash, water, or sewer services) 	<ul style="list-style-type: none"> ➤ <u>New detached ADUs will require new and separate utility connections</u> ➤ <u>Separate utilities will not be required if the ADU is:</u> <ol style="list-style-type: none"> <u>1. Contained within an existing main dwelling and/or;</u> <u>2. Has independent exterior access from the existing main dwelling, and has side and rear setbacks sufficient for fire safety</u>
Owner Occupancy	<ul style="list-style-type: none"> ➤ Allows a local agency to require one of the units to be owner occupied or to be used for rentals for terms longer than 30 days 	<ul style="list-style-type: none"> ➤ One of the dwelling units shall be owner occupied 	<ul style="list-style-type: none"> ➤ One of the dwelling units shall be owner occupied ➤ <u>Any rental of ADU or main dwelling must be for longer than 30 days</u>
Maximum Occupancy	<ul style="list-style-type: none"> ➤ Not specified 	<ul style="list-style-type: none"> ➤ Occupancy of the second dwelling unit is limited to a maximum of two persons 	<ul style="list-style-type: none"> ➤ <u>Must meet the requirements of the Municipal Code or the State of California</u>
Passageways	<ul style="list-style-type: none"> ➤ No passageway shall be required in conjunction with the construction of an ADU 	<ul style="list-style-type: none"> ➤ Not specified 	<ul style="list-style-type: none"> ➤ <u>No passageway shall be required in conjunction with the construction of an ADU</u>

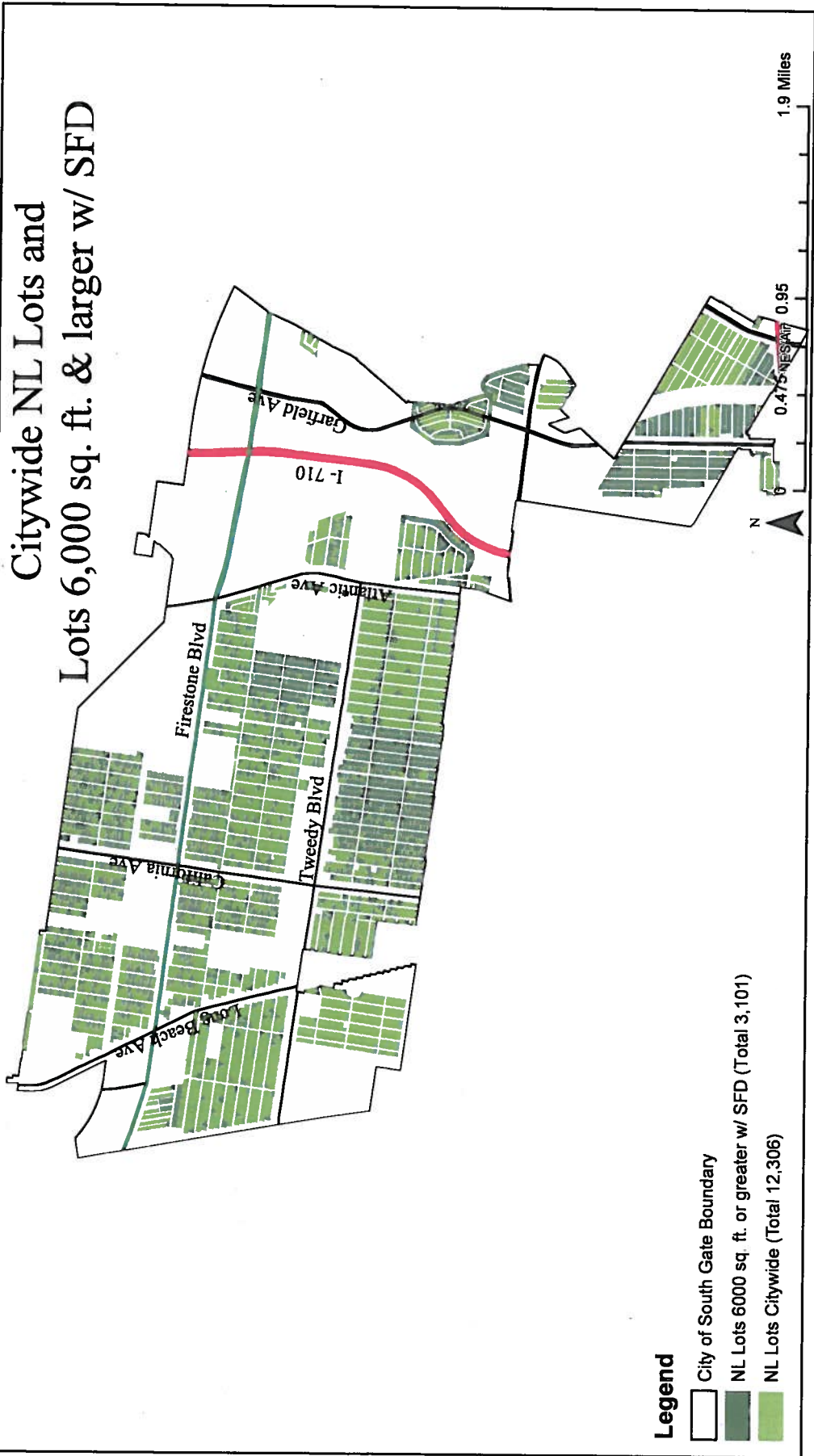
ADU Ordinance- Summary of Changes

(Underlined sections are changes to prior code)

Regulations	New State Law	Prior City Code	Interim Urgency Ordinance
Covenant (Deed Restriction)	<ul style="list-style-type: none"> ➤ Not specified 	<p>Deed restriction including the following:</p> <ul style="list-style-type: none"> ➤ Total number of dwelling units on the property shall be limited to two units ➤ One of the dwelling units shall be continuously owner-occupied ➤ Parking spaces, including garage, shall be maintained free and clear of storage and debris ➤ Units (main and second dwelling unit) shall not be metered separately ➤ Units not sold separately ➤ Second dwelling unit approval shall be revoked if any portion of the deed restriction is violated or not complied with. 	<p>Deed restriction including the following:</p> <ul style="list-style-type: none"> ➤ Owner must continuously occupy the primary residential structure or the ADU as their principal residence ➤ At all times there shall be no more than two (2) residential units on any Lot containing an ADU ➤ ADU may not be sold separately from the remainder of the parcel and that it shall not be subject to partition or separation from the Lot where the Main Dwelling is located ➤ <u>That any rental of either the Main Dwelling or Accessory Dwelling Unit must be longer than thirty (30) days</u> ➤ <u>That the use of the ADU is subject to the provisions of this Code Section 11.43</u> ➤ That the ADU Permit may be subject to revocation in the event of breach of the terms of the Covenant
Hearing and appeals	<ul style="list-style-type: none"> ➤ Not specified 	<p>Administrative decision subject to appeal to Planning Commission per Municipal Code Section 11.50.040</p>	<ul style="list-style-type: none"> ➤ <u>If permit denied, permittee may request a hearing before the Director. If Director denies the application, the permittee may appeal to the Planning Commission per Municipal Code Section 11.50.040. The Accessory Dwelling Unit may continue to be used until the appeal is decided.</u>

ADU SURVEY

City	Zoning	ADU Size	Minimum Lot Size	Lot Coverage	ADU Setback requirements	Replacement parking	Utility requirements for ADUs	Owner occupancy & rental of ADUs	Maximum occupancy	Covenant (deed restriction)
City of Bell	R-E, R-1, R-2, R-3, R-4	Max is 1,200 sf, or 50% of the primary residence, whichever is less	no minimum lot size requirement	varies, depending on zone, max is 50% in residential zones	Side: -5'-0 Rear: 5'-0	no parking requirement for new ADU/ for garage conversion, parking must be replaced	no utility requirement	Property owner must occupy ADU or primary unit/Yes, can be rented	no max occupancy	Required
Bellflower	Any residential zone	Attached: 50% of existing house Detached: 1,200 sf	varies on zone, must meet min lot size	Based on zone, most 45%	setback requirement applicable to primary unit	1 space (can be uncovered or tandem)/Exempt if it's 1/2 mile from public transit	not specified	Owner must occupy one unit/ yes, can be rented	none specified	Required
Cerritos	Single family residential zone	750 sf	10000 sf	Not exceed 40% of lot area	comply with all setback requirements applicable to primary unit	Not specified	none specified	not specified/yes, can be rented	2 people	not specified
Downey	all residential zones, but new/added only in ADU overlay zones	Max: 850 sf, Min: 220 sf	varies must meet minimum lot size of zone	Floor Area Ratio (60%)	*new detached, 0 ft rear *attached, min 5 ft *garage conversion, 0 ft	Varies depending on total enclosed area	Separate utilities not permitted	Owner must occupy one unit/ yes, can be rented	Not applicable	Must sign and record covenant
Huntington Park	all residential zones	Attached 50% of SFD or 1200 sf, whichever is least.	no minimum lot size requirement	varies, depending on zone, max 65% in residential zones	*garage conversion, 0 ft *new ADU, must comply with all setback of primary	1 space (can be uncovered or tandem)/Exempt if it's 1/2 mile from public transit	cannot be separate from the main unit	Owner must occupy one unit/ yes, can be rented	None, but limited to 1 bedroom	agreement with County Recorder's, property owner occupied
Santa Fe Springs	R-1 & R-3	ADU not exceed 50% of the primary residence, not exceed 640 sf max	5,000 sf	Not specified	*for garage conversions, 0 feet *5 feet from side and rear lot lines	1 space (can be uncovered or tandem)/Exempt if it's 1/2 mile from public transit	detached or multi-family zones, require a new or separate utility connection. attached units not Required	Owner must occupy one unit/ yes, can be rented	not specified	deed restriction satisfactory to the city attorney
Norwalk	allowed in all single-family residential zones	Min:150sf, Max: 720 sf. Shall not exceed 50% of primary dwelling	varies on zone	not specified	varies on zone	*no parking required for new ADU *for garage conversions, parking must be replaced and it may be uncovered or covered	All ADUs shall share gas, electrical, and water meters.	Owner must occupy one unit/ yes, can be rented	not specified	agreement with County Recorder's, property will be owner occupied
Paramount	R-1 only	Attached is 50% of existing dwelling or 500sqft, whichever is less. Max for detached ADU is 500sf	5000 sf	not specified	Minimum of 10 foot separation	*garage conversions, replaced as originally configured ** parking space per ADU tandem parking is allowed	metered separately from the main building for gas, electricity, water, and sewer services	Owner must occupy primary unit or ADU	not specified	Required
Whittier	All single family and multi-family zoned properties	Min: 150sf Lots under 20,000sf: 50% primary residence Max 1,200sf, Lots over 20,000sf 50% of living area/Max: 1,500 sf	Varies on zone, cannot be less than 5% of min lot size	Lot coverage varies on zone. Floor area ratio will not apply to multi-family zones	Setbacks vary on zone, require the setback of the primary dwelling unit. Distance between structures 10 ft min	if within 1/2 mile of a transit stop, replacement parking is not required	Not specified	Not specified	not specified	not specified



RESOLUTION NO. 2019-02

**A RESOLUTION OF THE PLANNING COMMISSION
RECOMMENDING THAT THE SOUTH GATE CITY COUNCIL
ADOPT AN ORDINANCE AMENDING TITLE 11 (ZONING), BY
ESTABLISHING STANDARDS AND MINISTERIAL PROCESS FOR
APPROVING ACCESSORY DWELLING UNITS (ADUS)**

WHEREAS, effective January 1, 2017, California Government Code Section 65852.2 deemed null and void any existing ordinance that fails to provide an approval process that includes only ministerial provisions for the approval of Accessory Dwelling Units; and

WHEREAS, Government Code Section 65852.2 permits local governments to establish development standards for ministerial review of Accessory Dwelling Units and directs that Accessory Dwelling Units be approved subject to state standards when no local standards or process for accessory dwellings has been established; and

WHEREAS, Government Code Section 65858 permits cities to adopt interim procedures and criteria while studying potential permanent processes and zoning standards; and

WHEREAS, on April 25, 2017, the City Council adopted Interim Urgency Ordinance No. 2336 for the purpose of regulating Accessory Dwelling Units in the Neighborhood Low residential zone of the City of South Gate; and

WHEREAS, on May 23, 2017 the City Council adopted Interim Urgency Ordinance No. 2338, extended the term of Interim Urgency Ordinance No. 2336 through April 24, 2019; and

WHEREAS, Urgency Ordinance No. 2338 is scheduled to expire on April 24, 2019; and

WHEREAS, the proposed permanent Ordinance (attached hereto) complies with California Code Section 65852.2 that requires cities to establish standards to allow for ministerial approval of Accessory Dwelling Units so as to provide additional rental housing stock as Accessory Dwelling Units as a component of the housing supply in California; and

WHEREAS, the proposed permanent Ordinance is largely identical to Interim Urgency Ordinance No. 2338, except for minor modifications; and

WHEREAS, the Planning Commission, upon giving the required notice, did on the 21st day of February, 2019, conducted a duly advertised public hearing as required by law; notice of the hearing was published in the "Press Telegram" Newspaper on February 8, 2019; and

WHEREAS, studies and investigations were made and a staff report with recommendations was submitted; and

WHEREAS, the Planning Commission determined that the facts of this matter are as follows:

1. Urgency Ordinance No. 2338 is scheduled to expire on April 24, 2109 and, unless the City adopts a permanent ADU ordinance, the City will have no effective ordinance addressing ADUs. Without a permanent ordinance in place, ADU applications will be processed by default under State regulations, resulting in a loss of City authority to process and apply standards for new ADUs.
2. Notice for the Planning Commission hearing was published in the "Press Telegram" Newspaper on February 8, 2019.

WHEREAS, the City Planning Commission made the following findings:

1. The public health, safety and welfare would not be adversely affected by approval of the proposed Ordinance since the Ordinance would be consistent with the General Plan and the requirements specified in state law.
2. The proposed Ordinance would not be detrimental to surrounding properties, since the proposed Ordinance furthers General Plan policies that promote increased housing opportunities.
3. This Ordinance is exempt from the California Environment Quality Act of 1970 ("CEQA"), as amended, because it can be seen with certainty that this ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council's action of adopting this ordinance and the effects derivative from the adoption are exempt from the application of CEQA, pursuant to Section 15061(b)(3) of the State CEQA Guidelines (15 Cal. Code Regs. § 15061(b)(3)). Furthermore, the adoption and implementation of the Ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, which provides that CEQA "does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code." This Ordinance was adopted and is extended to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA's environmental review requirements.

NOW, THEREFORE, BE IT RESOLVED: That after careful consideration of maps, facts, exhibits, testimony, staff reports, public comments, other evidence submitted in this matter, and the substantial evidence in the record, the Planning Commission recommends that the City Council:

1. Find that the adoption of the Ordinance is exempt from the California Environmental Quality Act of 1970 ("CEQA") pursuant to Public resources Code Section 21080.17; and
2. Adopt Ordinance amending the South Gate Municipal Code Chapter 11.43 Second Dwelling Ordinance to replace Interim Urgency Ordinances Nos. 2336 and 2338 to establish standards and ministerial process for approving Accessory Dwelling Units.

BE IT FURTHER RESOLVED, that the Secretary of this Commission be directed to transmit to the City Council a copy of this resolution as the report of the findings and recommendations of the Planning Commission with reference to this matter.

This Resolution was adopted by the following vote at the Planning Commission meeting of February 21, 2019.

AYES:

NOES:

ABSENT:

NOT VOTING:

APPROVED and ADOPTED this 21st day of February, 2019.

Joe Perez
Secretary
City Planning Commission

APPROVED:

Jose Delgado
Chairperson, City Planning Commission

Accessory Dwelling Unit State Law

65852.150. (a) The Legislature finds and declares all of the following:

- (1) Accessory dwelling units are a valuable form of housing in California.
 - (2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.
 - (3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.
 - (4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.
 - (5) California faces a severe housing crisis.
 - (6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.
 - (7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.
 - (8) Accessory dwelling units are, therefore, an essential component of California's housing supply.
- (b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

(c) Notwithstanding Section 65803, this section shall also apply to a charter city.

(Amended by Stats. 2018, Ch. 856, Sec. 4. (SB 1333) Effective January 1, 2019.)

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily use. The ordinance shall do all of the following:

- (A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on criteria that may include, but are not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety.
- (B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places.
- (ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.
- (C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.
- (D) Require the accessory dwelling units to comply with all of the following:
- (i) The unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.
 - (ii) The lot is zoned to allow single-family or multifamily use and includes a proposed or existing single-family dwelling.
 - (iii) The accessory dwelling unit is either attached or located within the living area of the proposed or existing primary dwelling or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.
 - (iv) The total area of floorspace of an attached accessory dwelling unit shall not exceed 50 percent of the proposed or existing primary dwelling living area or 1,200 square feet.
 - (v) The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet.
 - (vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
 - (vii) No setback shall be required for an existing garage that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.
 - (viii) Local building code requirements that apply to detached dwellings, as appropriate.

- (ix) Approval by the local health officer where a private sewage disposal system is being used, if required.
- (x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
- (II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
- (III) This clause shall not apply to a unit that is described in subdivision (d).
- (xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, and the local agency requires that those offstreet parking spaces be replaced, the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).
- (2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (3) When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application shall be considered ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. A local agency may charge a fee to reimburse it for costs that it incurs as a result of amendments to this paragraph enacted during the 2001-02 Regular Session of the Legislature, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.
- (4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency subsequent to the effective date of the act adding this paragraph shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. In the event that a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void upon the effective date of the act adding this paragraph and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.
- (5) No other local ordinance, policy, or regulation shall be the basis for the denial of a building permit or a use permit under this subdivision.
- (6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot zoned for residential use that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be utilized or imposed, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.
- (7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.
- (8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- (b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) within 120 days after receiving the application.
- (c) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the proposed or existing primary dwelling, shall be established by ordinance for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

- (1) The accessory dwelling unit is located within one-half mile of public transit.
- (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
- (3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a zone for single-family use one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. A city may require owner occupancy for either the primary or the accessory dwelling unit created through this process.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) Accessory dwelling units shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

(A) For an accessory dwelling unit described in subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge.

(B) For an accessory dwelling unit that is not described in subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) Local agencies shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. The department may review and comment on this submitted ordinance.

(i) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(5) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(6) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(j) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(Amended by Stats. 2017, Ch. 602, Sec. 1.5. (AB 494) Effective January 1, 2018.)

**PUBLIC NOTICE
CITY OF SOUTH GATE
CITY COUNCIL**

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of South Gate will hold a public hearing on Zone Text Amendment No. 157

DATE OF HEARING: Tuesday, February 26, 2019

TIME OF HEARING: 6:30 pm

LOCATION OF HEARING: City Hall Council Chamber, City of South Gate
8650 California Avenue
South Gate, California

PROJECT LOCATION: Citywide

PROJECT DESCRIPTION: Zone Text Amendment No. 157 to amend the South Gate Municipal Code Chapter 11.43 Second Dwelling Units and Accessory Structures with an ordinance to replace Interim Urgency Ordinance Nos. 2336 and 2338 to establish standards and ministerial process for approving Accessory Dwelling Unit (ADU) applications

ENVIRONMENTAL REVIEW: Adoption of the proposed ordinance is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that the ordinance has no likelihood of causing a significant negative effect on the environment, and the recommended adoption and implementation of the proposed ordinance is exempt from CEQA pursuant to Public Resources Code Section 21080.17, which provides that CEQA “does not apply to the adoption of an ordinance by a city or county to implement the provisions of Sections 65852.1 or 65852.2 of the Government Code.” The proposed ordinance is recommended for adoption to implement changes in Government Code Section 65852.2, and thus is exempt from CEQA’s environmental review requirements.

INVITATION TO BE HEARD: All interested persons are invited to the public hearing to be heard in favor of or in opposition to the proposed ordinance or to provide comments. In addition, written comments may be submitted to the Community Development Department prior to the hearing. If you challenge the action taken on this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in this Notice, or in written correspondence delivered to the City of South Gate prior to or at the public hearing.

Those desiring a copy of the staff report, a copy of the proposed ordinance, or further information related to the ordinance should contact

Contact: Jessica Jimenez, Assistant Planner
Phone: 323-563-9514
E-mail: jjimenez@sogate.org

Mailing Address: Community Development Department
City of South Gate
8650 California Avenue
South Gate, CA 90280-3075

ESPAÑOL

Información en Español acerca de esta junta puede ser obtenida llamando al 323-563-9514

Published: February 14, 2019

RECEIVED

Item No. 7

FEB 20 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

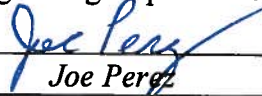
10:20am

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Community Development

Department Director:


Joe Perez

City Manager:


Michael Flad

SUBJECT: ORDINANCE ADDING NEW SECTION 11.28.030 (TWEEDY BOULEVARD SPECIFIC PLAN) TO THE SOUTH GATE MUNICIPAL CODE; RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 2019-01; AND RESOLUTION APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION PERTAINING TO THE TWEEDY BOULEVARD SPECIFIC PLAN

PURPOSE: During the regularly scheduled City Council meeting of February 12, 2019, the City Council introduced Ordinance No. 2359 adopting the Tweedy Boulevard Specific Plan (Specific Plan). The Ordinance is now before the City Council for adoption.

The purpose of the Specific Plan is to revitalize Tweedy Boulevard by providing new mixed-uses, increasing housing opportunities and neighborhood-serving retail uses, and improving access to all modes of transportation.

The Ordinance will add and incorporate the Specific Plan into the City's Municipal Code. The attached Resolutions approve General Plan Amendment No. 2019-01 and the Initial Study and Negative Declaration, dated April 19, 2017.

Council Member Maria Davila and Council Member Denise Diaz live in close proximity to the project site and should consider recusing themselves from voting on this matter.

RECOMMENDED ACTIONS:

- a. Waive the reading in full and adopt Ordinance No. 2359 adding new Section 11.28.030 (Tweedy Boulevard Specific Plan), to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code;
- b. Adopt Resolution approving General Plan Amendment No. 2019-01 by adding place types "Light Industrial/Flex and Manufacturing Distribution" to the Tweedy Educational District and changing the residential General Plan designation of a portion of the General Plan area from Neighborhood-Low to Neighborhood Medium; and
- c. Adopt Resolution approving the Initial Study and Negative Declaration, dated April 19, 2017, pertaining to the Tweedy Boulevard Specific Plan.

FISCAL IMPACT: None.

BACKGROUND: Following the conclusion of a Public Hearing on February 12, 2019, the City Council introduced Ordinance No. 2359 after taking the following actions:

1. Accepted the Planning Commission’s recommendations to modify the Table of Land Uses as follows:
 - a. Library/Gallery/Museum - Show “A-P” (Subject to the review and approval of an Administrative Permit Review) for Library/Gallery/Museum, instead of requiring a CUP.
 - b. Alcohol Sales as Part of a Restaurant - Remove the requirement that restaurants serving alcohol be at least 100 feet away from a residential zone.
 - c. Antenna/Communications Equipment - Show “A-U” (Permitted as a secondary use in conjunction with a primary use.) in addition to the CUP requirements for Antenna/Communications Equipment.
2. Accepted changes to the Specific Plan regarding the parcels zoned Industrial Flex (IF) on Wood Avenue and Legacy Lane as follows:
 - a. **Figure 4-10: Maximum Building Envelope and Design Guidelines for Wood Avenue Site. C.** - At City’s discretion and as an alternative to (A), create a new connection to the Los Angeles River Bikeway through a new connection at Wood Avenue with private sector contributions.
 - b. **Section 4.5.C. Development and Design Standards** - All properties shall ensure adequate access to the Los Angeles River Bikeway. Where on-site improvements are not necessary, contributions to off-site River Bikeway access improvements shall be required. These contributions may qualify as Street Landscaping for Density Bonus Incentive purposes (CZC Table 11.23-3).
3. Accepted **Density/Development Reduction Alternative C – Nodal Pattern** – This option limits the TMU2 zone to four “nodes,” or activity centers, in Tweedy Mile. These nodes are:
 - a. California Avenue
 - b. Allen Theater/CVS/DD’s Discounts – The area between San Carlos and San Juan Avenues, which includes the Allen Theater and large parcels with CVS and DD’s Discounts.
 - c. Tweedy Marketplace Shopping Center – The area between San Vincente Avenue and Otis Street, which includes the Tweedy Marketplace Shopping Center on the north side of the street.
 - d. Eastern Gateway to Tweedy Mile – The block between Bryson and Alexander Avenue.

Attached is the Agenda Bill from the February 12, 2019 City Council Meeting.

ATTACHMENTS:

- A. Ordinance No. 2359 with Tweedy Boulevard Specific Plan (Available for review in the City Clerk’s Office)
- B. Proposed Resolution amending the General Plan 2035
- C. Proposed Resolution approving Initial Study & Negative Declaration, Dated April 19, 2017 (available for review in the City Clerk’s Office)
- D. City Council Agenda Bill dated February 12, 2019

ORDINANCE NO. 2359

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH GATE, CALIFORNIA, ADDING NEW SECTION
11.28.030 (TWEEDY BOULEVARD SPECIFIC PLAN), TO
CHAPTER 11.28 (SPECIFIC PLANS), OF TITLE 11
(ZONING), OF THE SOUTH GATE MUNICIPAL CODE**

WHEREAS, on December 8, 2009, the City Council adopted Resolution No. 7345 certifying the environmental impact report for the General Plan update 2035 and adopting General Plan 2035 (except the Housing Element) that set the course for land use and development for the City; and

WHEREAS, General Plan 2035 designates Tweedy Boulevard as a Corridor within the City; and

WHEREAS, General Plan 2035 Community Design Element calls for the “Revitalization of the City’s corridors into beautiful and welcoming spaces”; and

WHEREAS, General Plan 2035 Community Design Element calls for the “Revitalization, redevelopment and intensification of the City’s Districts”; and

WHEREAS, the Tweedy Boulevard Specific Plan (“Specific Plan”) was prepared in response to all of the foregoing and to specifically address the goals, policies, and implementation measures set forth in General Plan 2035 relative to the above-referenced Tweedy Boulevard district area and corridors; and

WHEREAS, the Specific Plan includes development criteria specific to the Specific Plan area which implement and are consistent with the policies of General Plan 2035; and

WHEREAS, the Specific Plan includes zoning designations and maps that are specific to the planning area and will enable implementation of the Specific Plan consistent with the direction in the General Plan 2035; and

WHEREAS, it is necessary to amend Title 11 (Zoning) of the South Gate Municipal Code to acknowledge and provide reference to the requirements and provisions contained in and amended by the Specific Plan; and

WHEREAS, the proposed Specific Plan was duly published and on the agenda for discussion and public hearing before the Planning Commission on May 2, 2017; and

WHEREAS, at the conclusion of the public hearing held at the meeting of the Planning Commission on May 2, 2017, the Planning Commission adopted Resolution No. 2017-02 recommending that the City Council approve the amendment to the South Gate Zoning Code as set forth in this Ordinance; and

WHEREAS, on June 27, 2017, and on July 11, 2017, the City Council opened the public hearing, took public testimony and continued the item and instructed staff to conduct additional public outreach, obtain further public input and provide analysis on the size, height, density and parking and traffic impacts of potential future development that may occur under the Draft Tweedy Boulevard Specific Plan; and

WHEREAS, on January 22, 2019, the City Council opened the public hearing, took public testimony and continued the item to the regularly scheduled City Council meeting of February 12, 2019, to obtain additional public input; and

WHEREAS, on February 12, 2019, the City Council held a duly noticed public hearing to take public testimony and consider introducing this Ordinance; and

WHEREAS, during the regularly scheduled City Council meeting of February 26, 2019, the City Council adopted Resolution No. ____ approving General Plan Amendment No. 2019-01 by adding place types “Light Industrial/Flex and Manufacturing Distribution” to the Tweedy Educational District and changing the residential General Plan designation of a portion of the General Plan area from Neighborhood-Low to Neighborhood Medium; and

WHEREAS, the adoption of the Specific Plan and proposed amendments to Title 11 (Zoning) of the South Gate Municipal Code are necessary to implement the General Plan’s vision; and

WHEREAS, during the regular scheduled City Council meeting of February 26, 2019, the City Council adopted Resolution No. ____ approving the Initial Study and Negative Declaration, dated April 19, 2017, pertaining to the Tweedy Boulevard Specific Plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby approves and adopts General Plan Amendment 2019-01, which amends the City’s General Plan in the following two respects:

The uses permitted in the Tweedy Educational District are hereby expanded to include “Light Industrial/Flex” and “Manufacturing/Distribution”, as those terms are defined in the Specific Plan and in the locations designated in the Specific Plan; and

The existing uses within the area generally bounded by Deeble Street and San Vicente Avenue, north of the parcels fronting Tweedy Boulevard and south of the Specific Plan boundary are primarily multifamily uses. The Specific Plan zoning continues to permit these uses with a Neighborhood Medium zoning designation. Per the City’s General Plan 2035, these parcels are designated Neighborhood-Low, which does not permit multifamily uses. In order to ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the latter document is being updated concurrently to ensure consistency between the two documents by changing the land use designation for these parcels to Neighborhood-Medium.

SECTION 2. The adoption of the Specific Plan, attached hereto as Exhibit “A”, will be consistent with the goals and objectives of the adopted South Gate General Plan 2035. Specifically, the City Council finds that the proposed addition and amendment is consistent with Implementation Action 6 of the Community Design Element, which states “Specific Plans should be developed for the identified Districts and Corridors within the City.”

SECTION 3. Because of the evidence that the adoption and implementation of the Specific Plan would have no significant effects on the environment, the City Council has adopted an Initial Study & Negative Declaration, dated April 19, 2017, relative to the Specific Plan, prepared in accordance with the requirements of the California Environmental Quality Act.

SECTION 4. Section 11.28.030 (Tweedy Boulevard Specific Plan), is hereby added to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code to read as follows:

Section 11.28.030 Tweedy Boulevard Specific Plan.

There is hereby adopted by reference that document known as the Tweedy Boulevard Specific Plan, which shall be that document contained in **Exhibit “A”** of Ordinance No. 2359 adopted by the City Council of the City of South Gate on February 26, 2019.

The full text of the Tweedy Boulevard Specific Plan is available in the City Clerk’s office and can also be accessible through the following link: [Tweedy Boulevard Specific Plan](#).

SECTION 5. If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

[Remainder of page left blank intentionally]

SECTION 6. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED and ADOPTED this 26th day of February, 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH GATE, CALIFORNIA,
APPROVING GENERAL PLAN AMENDMENT NO. 2019-01
BY ADDING PLACE TYPES “LIGHT INDUSTRIAL/FLEX”
AND MANUFACTURING DISTRIBUTION” TO THE
TWEEDY EDUCATIONAL DISTRICT AND CHANGING
THE RESIDENTIAL GENERAL PLAN DESIGNATION OF
A PORTION OF THE GENERAL PLAN AREA FROM
NEIGHBORHOOD-LOW TO NEIGHBORHOOD-MEDIUM**

WHEREAS, on December 8, 2009, the City Council adopted Resolution No. 7345 certifying the environmental impact report for the South Gate General Plan update 2035 and adopting South Gate General Plan 2035 (except the Housing Element) that set the course for land use and development for the City; and

WHEREAS, South Gate General Plan 2035 designates Tweedy Boulevard as a Corridor within the City; and

WHEREAS, South Gate General Plan 2035 Community Design Element calls for the “Revitalization of the City’s corridors into beautiful and welcoming spaces”; and

WHEREAS, South Gate General Plan 2035 Community Design Element calls for the “Revitalization, redevelopment and intensification of the City’s Districts”; and

WHEREAS, the Tweedy Boulevard Specific Plan (“Specific Plan”) was prepared in response to all of the foregoing and to specifically address the goals, policies, and implementation measures set forth in South Gate General Plan 2035 relative to the above-referenced Tweedy Boulevard district area and corridors; and

WHEREAS, the proposed General Plan Amendment is necessary to ensure conformity between the General Plan and the Tweedy Boulevard Specific Plan; and

WHEREAS, the City Council has carefully considered all of the following: the Negative Declaration; the public comments received relative thereto; the maps, facts, exhibits, testimony, staff reports, and other evidence contained or referenced therein or submitted in connection therewith; and the substantial evidence in the record pertaining to all of the foregoing; and

WHEREAS, on June 27, 2017, and on July 11, 2017, the City Council opened the duly noticed public hearing, took public testimony and continued the item and instructed staff to conduct additional public outreach, obtain further public input and provide analysis on the size, height, density, parking and traffic impacts of potential future development that may occur under the proposed Tweedy Boulevard Specific Plan; and

WHEREAS, on January 22, 2019, the City Council opened the duly noticed public hearing, took public testimony and continued the item to the regularly scheduled meeting of February 12, 2019; and

WHEREAS, on February 12, 2019, the City Council opened the duly noticed public hearing to take public testimony and consider this General Plan Amendment; and

WHEREAS, the adoption of the General Plan Amendment is necessary to implement the Tweedy Boulevard Specific Plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are all true and correct and incorporated herein by this reference.

SECTION 2. For the reasons specified in more detail in the Negative Declaration, dated April 19, 2017, the City Council finds that there is no substantial evidence in the record before it that the adoption or implementation of General Plan Amendment No. 2019-01 will have a significant event on the environment.

SECTION 3. Although the Negative Declaration was prepared by a third-party consultant at the City’s request, the City Council hereby finds that the Negative Declaration reflects the City Council’s independent judgment and analysis, based on the City Council’s independent review of the Negative Declaration and the comments, maps, facts, exhibits, testimony, staff reports and other evidence referenced above.

SECTION 4. The Tweedy Educational District section of Table CD 7: Allowable Place Types by District under the Community Design Element, Chapter 3, of South Gate General Plan 2035 is hereby amended to read as follows:

The uses permitted in the Tweedy Educational District are hereby expanded to include “Light Industrial/Flex” and “Manufacturing/Distribution”, as those terms are defined in the Specific Plan and in the locations designated in the Specific Plan:

Table CD 7: Allowable Place Types by District		
	Place Types	
	Light Industrial/Flex	Manufacturing Distribution
Tweedy Educational District	●	●

SECTION 5. The map as Figure CD 3 labeled as Neighborhoods under the Community Design Element, Chapter 3, of South Gate General Plan 2035 is hereby amended as follows:

The existing uses within the area generally bounded by Deeble Street and San Vicente Avenue, north of the parcels fronting Tweedy Boulevard and south of the Specific Plan boundary are primarily multifamily uses. The Specific Plan zoning continues to permit these uses with a Neighborhood Medium zoning designation. Per the City’s General Plan

2035, these parcels are designated Neighborhood-Low, which does not permit multifamily uses. In order to ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the latter document is being updated concurrently to ensure consistency between the two documents by changing the land use designation for these parcels to Neighborhood-Medium.

SECTION 6. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to file with the County of Los Angeles a Notice of Determination relative to the foregoing adoption of the Negative Declaration, in accordance with the provisions of CEQA.

SECTION 7. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to take all other actions which they deem necessary or appropriate to implement and enforce the purposes of this Resolution.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of February, 2019.


CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH GATE, CALIFORNIA,
APPROVING THE INITIAL STUDY & NEGATIVE
DECLARATION, DATED APRIL 19, 2017, PERTAINING
TO THE TWEEDY BOULEVARD SPECIFIC PLAN**

WHEREAS, the City is considering the adoption of the Tweedy Boulevard Specific Plan, consistent with the goals, policies and implementation measures set forth in the City's General Plan; and

WHEREAS, the proposed adoption of the Tweedy Boulevard Specific Plan ("Specific Plan") is a "Project" under the California Environmental Quality Act ("CEQA") which requires the City to evaluate and consider the effects on the environment of the City's adoption and implementation of that Specific Plan; and

WHEREAS, in accordance with CEQA, the City commissioned the preparation of an Initial Study to determine whether or not an Environmental Impact Report needed to be prepared relative to the Tweedy Boulevard Specific Plan; and

WHEREAS, the Initial Study revealed that the City's adoption and implementation of the Specific Plan would have no significant effects on the environment; and

WHEREAS, for that reason the City caused to be prepared a combined Initial Study & Negative Declaration ("Negative Declaration") pursuant to the requirements of CEQA; and

WHEREAS, the Negative Declaration was available for public review for the period required by CEQA, through and including May 8, 2017, at the following locations: the City's Community Development Department, 8650 California Avenue; Weaver Library, 4035 Tweedy Blvd; and Hollydale Library, 12000 Garfield Avenue; and

WHEREAS, the City Council has carefully considered all of the following: the Negative Declaration; the public comments received relative thereto; the maps, facts, exhibits, testimony, staff reports, and other evidence contained or referenced therein or submitted in connection therewith; and the substantial evidence in the record pertaining to all of the foregoing;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are all true and correct and incorporated herein by this reference.

SECTION 2. For the reasons specified in more detail in the Negative Declaration, dated April 19, 2017, the City Council finds that there is no substantial evidence in the record before it that

the adoption or implementation of the Specific Plan will have a significant event on the environment.

SECTION 3. Although the Negative Declaration was prepared by a third-party consultant at the City's request, the City Council finds that the Negative Declaration reflects the City Council's independent judgment and analysis, based on the City Council's independent review of the Negative Declaration and the comments, maps, facts, exhibits, testimony, staff reports and other evidence referenced above.

SECTION 4. In light of all of the foregoing, the City Council hereby adopts the Negative Declaration.

SECTION 5. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to file with the County of Los Angeles a Notice of Determination relative to the foregoing adoption of the Negative Declaration, in accordance with the provisions of CEQA.

SECTION 6. The City Manager, the Director of Community Development, and their designees are hereby authorized and directed to take all other actions which they deem necessary or appropriate to implement and enforce the purposes of this Resolution.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of February, 2019.


CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

RECEIVED

Item No. 4

FEB 6 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

11:15am

AGENDA BILL

For the Regular Meeting of: February 12, 2019

Originating Department: Community Development

Department Head:

Joe Perez
Joe Perez

City Manager:

Michael Flad
Michael Flad

SUBJECT: ORDINANCE ADDING NEW SECTION 11.28.030 (TWEEDY BOULEVARD SPECIFIC PLAN) TO THE SOUTH GATE MUNICIPAL CODE; RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 2019-01; AND RESOLUTION APPROVING THE INITIAL STUDY AND NEGATIVE DECLARATION PERTAINING TO THE TWEEDY BOULEVARD SPECIFIC PLAN

PURPOSE: At its regularly scheduled City Council meetings of June 27, 2017, July 11, 2017, and January 22, 2019, the City Council conducted duly noticed public hearings regarding the proposed Tweedy Boulevard Specific Plan (Specific Plan). After receiving public testimony, the City Council continued the item to the regularly scheduled City Council meeting of February 12, 2019 in order to obtain additional public input.

The purpose of the Specific Plan is to revitalize Tweedy Boulevard by providing new mixed-uses, increasing housing opportunities and neighborhood-serving retail uses, and improving access to all modes of transportation.

This proposed Ordinance will add and incorporate the Specific Plan into the City's Municipal Code. The proposed Resolution approves the initial study and negative declaration for the Specific Plan in accordance with the requirements of the California Environmental Quality Act.

Council Member Maria Davila and Council Member Denise Diaz live in close proximity to the project site and should consider recusing themselves from voting on this matter.

RECOMMENDED ACTIONS: Following the conclusion of the public hearing:

- a. Consider the Planning Commission's proposed changes pertaining to Library/Gallery/Museum, Alcohol Sales as Part of a Restaurant, and Antenna/Communications Equipment and provide staff with direction as to which, if any, of the modifications should be made to the final Tweedy Boulevard Specific Plan document;
- b. Waive the reading in full and introduce Ordinance adding new Section 11.28.030 (Tweedy Boulevard Specific Plan), to Chapter 11.28 (Specific Plans), of Title 11 (Zoning), of the South Gate Municipal Code;
- c. Adopt Resolution approving General Plan Amendment No. 2019-01 by adding place types "Light Industrial/Flex and Manufacturing Distribution" to the Tweedy Educational District and changing the residential General Plan designation of a portion of the General Plan area from Neighborhood-Low to Neighborhood Medium; and
- d. Adopt Resolution approving the Initial Study and Negative Declaration, dated April 19, 2017, pertaining to the Tweedy Boulevard Specific Plan.

FISCAL IMPACT: None.

ALIGNMENT WITH COUNCIL GOALS: The adoption of the Specific Plan supports the following goals established by the City Council:

- The Specific Plan contributes to the “**development and protection of strong and sustainable neighborhoods.**” This is accomplished by preserving and enhancing existing single-family neighborhoods; creating a range of housing opportunities and choices; improving quality of life for residents with improvements to the pedestrian experience in the public realm; promoting sustainable practices and “green streets”; encouraging high-quality design and development; and promoting active transportation and reducing vehicle miles traveled.
- The Specific Plan encourages “**economic development**” by improving the vitality and employment opportunities in the Tweedy Boulevard area; facilitating development, especially residential and retail in a mixed-use setting.
- The Specific Plan supports the goal of “**continuing infrastructure improvements**” by recommending infrastructure upgrades and providing an implementation strategy for the Tweedy Boulevard area.

NOTICING REQUIREMENT: The Notice of Public Hearing was posted and published in *The Los Angeles Wave* newspaper on January 31, 2019. In addition, notices were mailed to property owners and addresses located within the Specific Plan area and property within 1,000 feet of the Specific Plan area.

ANALYSIS: In response to Council comments at the January 22, 2019 City Council meeting, three alternatives to the January 2019 plan have been developed, which would reduce potential development density. The Draft Plan and three alternatives are described below:

January 2019 Draft Specific Plan

After significant study, the January 2019 Draft Specific Plan modified the 2017 Draft Specific Plan, modifying development standards and reducing the overall building envelope available to property owners/developers in the Tweedy Mixed Use 1 (TMU1) and Tweedy Mixed Use 2 (TMU2) zones. This approach responds to community concerns by preserving neighborhood character and transitioning appropriately to Tweedy Boulevard and residential neighborhoods. Below is a summary of the development standards in the TMU zones.

Comparison of TMU Zones - Summary					
	TMU1 Zone (Standard)	TMU1 Zone (with Bonus)	TMU2 Zone (Standard)	TMU2 Zone, Shallow Sites (with Bonus)	TMU2 Zone, Deep Sites (with Bonus)
Maximum Height¹	3 stories	3 stories	3 stories	3 stories ²	2-4 stories ³
Maximum Residential Density	20 du/ac	30 du/ac	30 du/ac	45 du/ac	45 du/ac

1. All zones subject to buffering from single-family residential.
2. Allows 4th floor corner towers.
3. Must be a mix of heights, with maximum 4 stories. Two stories in rear when adjacent to single-family.

Two estimates of potential development under the Draft Specific Plan were prepared. "Mid-range" provides an estimate of development in a moderately successful and potentially foreseeable scenario in the medium term. The mid-range estimate for total residential development in the TMU1 and TMU2 zones is 600-900 units. This estimate is distinct from the maximum buildout of the plan, which is the theoretical maximum that could be built should every property redevelop to its maximum density. The maximum buildout of the TMU1 and TMU2 zones is approximately 3,300 units.

Alternatives to Address Density

Provided below are options to address density along the Tweedy Boulevard corridor. Zoning Maps are attached (Attachment A):

Alternative A – Development Cap

One option to control overall density along the Tweedy Boulevard corridor is to institute a development cap of 1,000 new residential units in the TMU1 and TMU2 zones. This approach would not affect the economic viability of any properties in the short-term. However, in the event that development in accordance with the Plan exceeds mid-range expectations, it would protect the community from high levels of development and traffic generation.

Alternative B – Elizabeth to Bowman Focus

This alternative would limit the TMU2 zone to the portion of the Specific Plan area between Elizabeth Avenue and Bowman Avenue. Under this alternative, approximately 23 acres would be reclassified from TMU2 to TMU1. This would reduce development feasibility on these parcels.

The area between Elizabeth Avenue and Bowman Avenue has already been identified as the "Active Retail Frontage" area, where consistent commercial activity is envisioned. Thus, higher density would only be allowed in the areas where commercial activity is concentrated. No residential-only projects would be permitted in the TMU2 zone along Tweedy Boulevard.

The TMU2 zone would be assigned to California Avenue north and south of Tweedy Boulevard without an Active Retail Frontage requirement. The TMU2 zone's densities are consistent with

maximum densities for the portions of California Avenue located just outside the planning area (40 du/ac).

Alternative C – Nodal Pattern

Alternative C would limit the TMU2 zone to four “nodes,” or activity centers, in Tweedy Mile. These denser activity centers would punctuate the corridor with off-street public spaces and higher levels of activity. Under this alternative, approximately 42 acres would be reclassified from TMU2 to TMU1. This would reduce the development feasibility on these parcels.

These nodes are:

1. California Avenue – This street forms an important intersection with Tweedy Boulevard which already has mixed-use development.
2. Allen Theater/CVS/DD’s Discounts – The area between San Carlos and San Juan Avenues, which includes the Allen Theater and large parcels with CVS and DD’s Discounts, would be the second node. Maintaining the TMU2 zone in this area increases the likelihood of catalytic development projects on the CVS and DD’s sites and a density bonus project on the Allen Theater block which could preserve the theater.
3. Tweedy Marketplace Shopping Center – The area between San Vicente Avenue and Otis Street, which includes the Tweedy Marketplace Shopping Center on the north side of the street, would be the third node. This node includes a major intersection (Otis Street) and potential catalytic development site.
4. Eastern Gateway to Tweedy Mile – The block between Bryson and Hunt Avenue forms the eastern gateway to Tweedy Mile and, therefore, it is appropriate to include slightly larger buildings to create a gateway effect.

The effects of each of these alternatives on development potential are shown below:

Comparison of Effects of Alternatives				
Alternative	Land Area		Effect on Mid-Range Estimate	Effect on Maximum Buildout
	TMU1	TMU2		
<i>Draft Specific Plan (Jan. 2019)</i>	12 ac	65 ac	<i>Mid-Range Estimate: 600-900 units</i>	<i>Maximum Buildout: 3,300 units</i>
<i>Alternative A - Development Cap</i>	12 ac	65 ac	None	Large decrease (max. 1,000 new units)
<i>Alternative B - Elizabeth to Bowman Focus</i>	35 ac	42 ac	Moderate decrease	Moderate decrease
<i>Alternative C - Nodal Pattern</i>	54 ac	23 ac	Significant decrease	Significant decrease

Tweedy/Atlantic

The southwest corner of Tweedy Boulevard and Atlantic Avenue has been subject to City Precise

Plan #18 and Site Plan #283 for some time, with a mixed-use development receiving final entitlements in June 2018. As a result of this decision, it was noted that the zoning on this parcel should remain the same. Therefore, this parcel has been designated “Precise Plan #18/Site Plan #283” on the zoning map for the Draft Specific Plan and all alternatives.

Given that the southwest corner of Tweedy Boulevard and Atlantic Avenue would no longer be in the TMU2 zone, it was deemed appropriate to also downzone the northwest corner of Tweedy Boulevard and Atlantic Avenue to TMU1 zone in the Draft Specific Plan and all alternatives.

Additional Analysis of Building Heights, Density, Parking and Traffic

To address concerns received from community members at the City Council hearing on July 11, 2017 and subsequent community meeting about the size, height, density and parking and traffic impacts of potential future development that may occur under the Draft Tweedy Boulevard Specific Plan, the City’s consultant team analyzed the three following scenarios for the Tweedy Mixed Use 2 (TMU2) Zone to address these concerns.

- Scenario 1: Maintain existing standards in the 2017 Draft Specific Plan, which would allow building heights up to 3 stories (4 stories maximum with density bonus) and density of 30 units/acre (45 units/acre maximum with bonus)
- Scenario 2: Reduce building heights to 3 stories maximum and density to 20 units/acre
- Scenario 3: Modify the building form requirements in the 2017 Draft Specific Plan

The consultant team analyzed these scenarios in terms of their impacts upon the livability and character of the street and neighborhood, economic feasibility for development, potential for revitalizing Tweedy Mile, fiscal impacts to the City, traffic and parking.

Neighborhood Character: While in general the lower-density alternative was lower-scale than the higher-density alternative, site-planning exercises determined that the lower-density projects were likely to be constructed as horizontal mixed-use. Previous horizontal mixed-use projects in the City and around the region tend to follow a pattern of retail along the street, surface parking and taller residential buildings in the rear of sites, adjacent to existing single-family residential.

While higher-density buildings are in general larger overall than lower-density buildings, flexibility in design is greater due to the transition to structured or underground parking that occurs at higher intensities. In reviewing mixed-use projects in communities with similar built forms, several examples were identified where the relationship of buildings to the main street and to residential neighborhoods was superior, with taller pedestrian-friendly mixed use in the front and a more suburban residential feel in the back. Many of these projects also have public space incorporated into them as a result of city requirements.

There are also higher-density buildings with poor design that makes them feel more imposing and violate the nearby residential context. Strong design standards are very helpful in obtaining a good result.

Economic Feasibility: The consultant team conducted developer pro forma analysis to determine the likelihood that a theoretical property owner could profitably redevelop their site. Development projects along Tweedy Boulevard currently appear to be marginally profitable at best. Similar results were obtained for the 20 du/ac and 45 du/ac alternative, with the 20 du/ac alternative faring slightly better due to having much lower construction costs for parking (surface parking).

These results indicate that:

- a) Development is unlikely to proceed very quickly. It is more likely to happen in a piecemeal form over several economic cycles. In the near to mid-term, cooling property market conditions are likely, and development may need a greater incentive to move forward.
- b) Even with Specific Plan maximums at the higher density, there is still a substantial possibility that lower-density projects will be built.

In reviewing mixed-use projects around the region, very few projects have been built at 20 units/acre, with developers tending to be smaller and less experienced. More experienced developers with more sophisticated and sensitive design teams tend to pursue mixed-use projects in a higher-density setting.

Business Revitalization Potential: The community-expressed that the vision of the Tweedy Boulevard Specific Plan is to restore it as the “Main Street” of South Gate. Key to this vision is commercial revitalization. Higher density development provides more customers who are able to patronize local businesses. This is a large reason why mixed-use development is being pursued on older commercial corridors throughout Southern California.

Fiscal Impact: The fiscal analysis demonstrated that somewhat higher revenues are to be expected from the higher-density alternative.

Traffic: Higher-density development will create more automobile trips than lower-density development. However, it will also encourage a greater share of trips to be completed on foot. Given the economic outlook, short-term impacts may be negligible.

Parking: At either density, developments are required to provide all residential parking on-site. Therefore, the residential density should have no impact on parking availability.

Other Public Benefits: Reducing densities, with or without bonus, to 20 units/acre would eliminate developers’ incentives to provide the public benefits, which give them density bonuses per the City’s Comprehensive Zoning Code. Such benefits include creation of child day care facilities, provision or dedication of public plaza or park, contribution to off-site landscaping, additional public art, green buildings, among others, and programs to reduce rush hour vehicle use, among others.

Recommended Changes to Draft Specific Plan – Modification of Building Forms

As a result of these analyses, and in response to community input, it is recommended that the Draft Specific Plan incorporate Scenario 3 – restricting the building forms to ensure a lower-scale feel at the transition to residential neighborhoods and along Tweedy Boulevard. These proposed changes are designed to provide greater protection, privacy and sunlight to adjacent residential properties, while allowing for an improved transition between zones. The following changes in the building form requirements are included in the attached Draft Specific Plan:

- **Tweedy Mixed Use 1 (TMU-1) Zone - Section 4.4 (C)(1)**
 - The distance requirement for the second (as well as third) floors of new buildings will be increased an additional 10 feet from the required 15 foot setback area next to existing single family residential. This will result in new second and third story buildings being a total of 25 feet from adjacent single family residential properties.

- The same additional 10 foot buffer will be applied to second (as well as third) story buildings from the required 5 foot setback area next to an alley across from existing single family residential.
- **Tweedy Mixed Use 2 (TMU-2) Zone - Section 4.4 (C)(2)**
 - For shallower sites (i.e. less than 200 feet deep) - Figures 4-3 and 4-4:
 - The maximum building height with bonus will be reduced to three stories with the exception of corner towers.
 - The second and third floors will be stepped back by an additional 10 feet from the building setback line when adjacent or across an alley from existing single family residential (same as TMU1 zone).
 - For deeper sites (i.e. 200 feet or greater) - Figures 4-5 and 4-6:
 - Heights will be limited to two stories in the rear 60 feet of the property after required setback when adjacent to single-family residential.
 - Four-story construction is available only when using a density bonus, requiring amenities listed in the City's Zoning Code.
 - The fourth floor must be stepped back from Tweedy Boulevard by 10 feet, except at corner tower locations, and at least one-third of the Tweedy Boulevard frontage must be three stories or fewer.
 - Density bonus projects must provide publicly accessible open space either in a street side plaza or interior courtyard linked to Tweedy Boulevard.
- **New Renderings** - Included in the revised Draft Specific Plan are renderings and photographic examples to illustrate design guidelines in Figures 4-4 and 4-6. These design guidelines illustrate how the new building envelope standards and existing design guidelines can be applied on sites of different sizes. These renderings serve as a visual guide to developers for what is expected of new development.
- **Building Modulation or Articulation (Commercial and Mixed Uses) - Section 4.11 (A)(2)**
 - Clarified that uninhabitable vertical architectural elements such as towers or spires may exceed the height limit or building envelope when appropriate for context. With a more constricted and defined building envelope being proposed, uninhabitable architectural elements become more important in creating unique identities for each project. These elements often need to rise above the height of the rest of the building, which may be built to the height limit.

This option of modifying building forms addresses concerns that new buildings will change the character of South Gate, feel out of place and cause issues of privacy and sunlight for residents of adjacent properties. At the same time, this option preserves the 2017 Draft Specific Plan's maximum densities, in order to stimulate the revitalization of businesses on Tweedy Mile, provide greater flexibility in design, provide public space in new developments, attract interest from more experienced developers and retain incentives for public benefits.

Recommended Zoning Change for Light Industrial Properties

Due to recent interest in developing vacant industrial sites surrounding the Legacy High School and the new International Studies Learning Center, three properties having Light Industrial (LI) zoning within the Tweedy Boulevard Specific Plan were evaluated to determine whether a more flexible zoning designation should be assigned to these parcels. Since the Specific Plan development process began, some of the existing industrial uses the zoning category were meant to protect have been abandoned and buildings demolished. The identified sites include a 38,669 SF vacant site at 5268 Wood Avenue; a 86,988 SF vacant site at 10130 Adella Avenue (former Riverton Steel property); and a 47,585 SF site at 10111 Burtis Street.

It is recommended that these properties be zoned Industrial Flex (IF). Section 11.22.060 of the City's Zoning Code states that "The purpose of the Industrial Flex (IF) Zone is to continue the industrial job-base in the area, while allowing flexibility to incorporate a mix of uses and job options, supporting innovative industry and living options in close proximity to transit, existing employment centers, and major corridors." This zoning district is appropriate for two reasons:

- Some industrial activities do remain on these parcels, and this zone allows for those activities to remain and grow if possible.
- Additional flexibility is appropriate in this area. With the construction of the Legacy Visual & Performing Arts and International Studies Learning Center high schools, these sites are mostly surrounded by educational and residential uses and are proximate to the tracks of the future West Santa Ana Branch (WSAB) Metro rail line. Examples of appropriate alternative uses on these sites, which would be allowed under Industrial Flex, may include education-related manufacturing, apprenticeship or arts space; research and development office; creative office; and multi-family residential.

The Zoning Code's development standards would be adjusted downward in order to account for the adjacent single-family residential to both of these sites. Maximum building heights will be 4 stories (5 stories maximum with density bonus) and density will be 40 units/acre (60 units/acre maximum with density bonus).

Building heights will be modulated in the following manner in order to protect privacy, sunlight and residential character of single-family residential neighborhoods:

- Legacy Lane Sites
 - Heights will be limited to three stories in the rear 80 feet of the property. In addition, the third story should be stepped back 10 feet from the rear property line.
- Wood Avenue Site
 - The Zoning Code requires a setback of 10 feet adjacent to single-family residential.
 - Heights will be limited to two stories in the 30 feet adjacent to the single-family residential setback.
 - Since the Wood Avenue Site is also adjacent to the WSAB rail line, there will be a 10 foot setback adjacent to the rail line, which should be planted with trees. This will allow for a buffer from the noise and particulate matter emitted by the future rail line.

The Draft Specific Plan includes a recommendation to improve access to the Los Angeles River Bikeway by improving the existing ramp connection at the east end of Tweedy Boulevard. Options for doing this include enhanced signage, maintenance and the creation of a small pocket park with

drinking fountains, seating, etc.

Potential development on the parcels zoned Industrial Flex (IF) on Wood Avenue and Legacy Lane should contribute to improving access to the Los Angeles River Bikeway, as this is part of the regional access to their developments. The Wood Avenue site may be connected to the river through a connection to the south to Tweedy Boulevard, just west of the river embankment, or there may be a new connection established to the river at Wood Avenue (which would need to navigate crossing the future West Santa Ana Branch rail line). The Legacy Lane sites would be connected to the river through an improved ramp connection at Tweedy Boulevard.

Therefore, the following additions are proposed to the Plan:

Figure 4-10: Maximum Building Envelope and Design Guidelines for Wood Avenue Site. C. At City's discretion and as an alternative to (A), create a new connection to the Los Angeles River Bikeway through a new connection at Wood Avenue with private sector contributions.

Section 4.4.C. Development and Design Standards

All properties shall ensure adequate access to the Los Angeles River Bikeway. Where on-site improvements are not necessary, contributions to off-site River Bikeway access improvements shall be required. These contributions may qualify as Street Landscaping for Density Bonus Incentive purposes (CZC Table 11.23-3).

BACKGROUND: In 2012, the City applied for a State of California Sustainable Communities Planning Grant by the State of California's Department of Conservation, Division of Land Resource Protection, Strategic Growth Council. The application was submitted to fund and prepare two Specific Plans for the Tweedy Boulevard and the Hollydale Village area to implement the vision created by the recently updated Zoning Ordinance and General Plan. In 2013, the City was awarded a \$570,000 grant by the State and The Arroyo Group was selected to prepare the Tweedy Boulevard and the Hollydale Village Specific Plans.

The implementation of the Specific Plan furthers General Plan policies that promote the establishment of complete, pedestrian-oriented, mixed-use neighborhoods; access to open space; improved and efficient multi-modal connectivity; increased economic development opportunities; and increased housing opportunities. The Specific Plan reflects the General Plan 2035 vision of the plan area.

Specific Plan Area

Just over three miles in length, Tweedy Boulevard is one of the main commercial corridors in the City. The Specific Plan area is approximately 622 acres in size, and is generally bounded by Indiana Avenue to the north and Michigan Avenue to the south, Alameda Corridor/the City of Los Angeles to the west, and the Los Angeles River to the east. The major cross streets include Long Beach Boulevard, State Street, California Avenue, Otis Street and Atlantic Avenue. South Gate Park, the largest and most-used public park in the City, is located in the eastern section of the Specific Plan area.

Specific Plan - Overview

The Specific Plan is a City-initiated Specific Plan to promote long-term change and economic development along Tweedy Boulevard area. Through the use of two mixed-use zones along

Tweedy Boulevard, the Specific Plan envisions attracting additional daytime uses and more housing to increase customer base and provide for shopping, dining, offices and cultural opportunities. These mixed-use zones allow for new housing ranging in densities from 20-45 dwelling units per acre and pedestrian retail frontage with ground floor display windows. New in-fill developments would be required to conform to new design standards up to three to four stories, or 40' to 50' in height, depending upon the location and parcel configuration, with the goal of transforming the area into an urban and active street environment.

The existing, stable, low-density residential neighborhoods in the area located off of Tweedy Boulevard will be preserved as Neighborhood Low Zones. The more dense housing and employment uses along Tweedy Boulevard, Atlantic Avenue and Long Beach Boulevard will foster greater pedestrian activity and will take advantage of existing transit options along these corridors. In addition, the Specific Plan is intended to foster a healthy community by improving the public realm and pedestrian and bicycle linkages to and from Tweedy Boulevard, Atlantic Avenue, South Gate Regional Park, the Los Angeles River, future mixed-use corridors and existing residential neighborhoods.

It should also be noted that the South Gate Municipal Code is maintained and accessed by way of Code Publishing Company, a third party contractor specializing in supporting municipalities with hosting and code updating services. Code Publishing will host the Specific Plan solely by hyper-link browsing and search functions. This practice is a common one that will save the City approximately \$1,800.00 per year; be eco-friendly by reducing paper copies; allow for ease of use for the end user by providing greater accessibility from multiple platforms from conventional desktop computers, tablets and smart phones. Equally as important, this service will provide accessibility, transparency and searchability while preserving intensive graphics including text and table formatting that make up a great deal of the Specific Plan document.

Public Participation – Community Workshops

The Specific Plan was prepared with input obtained through a series of community workshops, where residents, business and property owners, and interested parties provided input to the project team on the topics and direction of the Specific Plan to ensure that the Specific Plan expresses the vision, goals and ideas of the community as a whole. The City Council also established an 18 member Steering Committee to provide continuous feedback during the project. The Steering Committee also included members of the Tweedy Mile Association, which represents the interests of the Tweedy Mile business community.

A total of three public workshops and three Steering Committee meetings were held at milestone stages of the project to present findings and solicit input. These workshops and meetings were very productive in discussing key issues, concerns and preferences, and in generating trust for the planning process and community support for the Specific Plan. The first workshop on September 6, 2014, presented the background and purpose, existing conditions, and key opportunities for Tweedy Boulevard, and solicited input from the community on their issues, goals and visions. The second workshop on November 22, 2014, presented the preliminary land use, circulation and urban design plan, and gathered input on the overall land use, design and mobility concepts. The third workshop on December 14, 2016, presented and obtained feedback on the Public Review Draft Specific Plan. Spanish language translation was provided at all community events. Presentations to the City Council and Planning Commission were also made during the development of the Specific Plan.

Public Participation – August 17, 2017 Community Meeting

In addition to three Community Workshops as described above, staff also conducted an independent informational Community Meeting on August 17, 2017, residents, business owners and property owners within 600 feet of the Specific Plan boundaries were invited to the South Gate Municipal Auditorium for presentations by the Community Development Department and the Public Works Department. Presentations highlighted new and upcoming commercial and residential development, policy documents in progress including the Tweedy Boulevard Specific Plan and the Gateway Specific Plan and public right-of-way vehicular and pedestrian oriented improvements and enhancements.

Planning Commission Review

The Planning Commission received an informational presentation on the draft Specific Plan at its December 20, 2017, meeting. On May 2, 2017, the Planning Commission conducted a public hearing on the Specific Plan and adopted Resolution No. 2017-02 (attached), recommending that the City Council add the Specific Plan to the South Gate Municipal Code. In addition, the Planning Commission recommended that the following changes be made to the Specific Plan:

1. Library/Gallery/Museum (Page 35, Table 4-2) – The Commission unanimously recommended that the table of land uses be modified to show “A-P” (Subject to the review and approval of an Administrative Permit Review) for Library/Gallery/Museum, instead of requiring a CUP. The reason for eliminating this requirement is to relax costly barriers of entry and encourage pedestrian oriented development that supports other ancillary pedestrian uses.
2. Alcohol Sales as Part of a Restaurant (Page 37, Table 4-2) – The Commission unanimously recommended deletion of the language requiring that restaurants serving alcohol be at least 100 feet away from a residential zone. The reason for eliminating this requirement is that it is more restrictive than the separation requirements for restaurants contained in the City’s Zoning Code and would make it prohibitive for this use to occur along mixed-use zones due to their close proximity to residential zones.
3. Antenna/Communications Equipment (Page 36, Table 4-2) – The Commission unanimously recommended that the table of land uses be modified to show “A-U” (Permitted as a secondary use in conjunction with a primary use.) in addition to the CUP requirements for Antenna/Communications Equipment. The reason is to ensure that such proposals are limited as an accessory or secondary use and not a primary use for properties within the Specific Plan area.

It is recommended that City Council consider the Planning Commission’s proposed changes and provide direction as to which, if any, of the modifications should be made to the final Specific Plan document.

Zoning Code Amendment

The proposed Ordinance incorporates the Specific Plan into the City’s Zoning Code (Title 11). The Zoning Map already identifies the Specific Plan area and the new Specific Plan will effectively become the new set of zoning regulations that provide specific direction as to the type and intensity of uses permitted. The Specific Plan also defines new types of design criteria including building form, height, and parking standards for the plan area.

Amendment to the General Plan 2035

The General Plan 2035 called for the creation of a Specific Plan for the Tweedy area as specified in Action CD 6 of the Community Design Element. The implementation of the Specific Plan furthers General Plan policies that promote the establishment of complete, pedestrian-oriented, mixed-use neighborhoods; access to open space; improved and efficient multi-modal connectivity, increased economic development opportunities and increased housing opportunities. The Specific Plan reflects the General Plan 2035 vision of the plan area.

Notwithstanding that, there are two provisions of the Specific Plan that are currently inconsistent with two provisions of the General Plan 2035. The first concerns zoning in the portion of the Specific Plan area east of Atlantic Avenue. That area is within the “Tweedy Educational District” identified in the General Plan 2035. Pursuant to the General Plan 2035, the only permissible land uses in that area are “Neighborhood Medium-High”, “Boulevard Medium-High”, “Civic/Institutional” and “Open Space”. When the General Plan 2035 was enacted in 2009, it was believed that the entire area would be redeveloped for educational and related uses. While much of the area within the Tweedy Educational District has been redeveloped as the Legacy High School Complex, other portions of that area continue to be used for light industrial and light manufacturing uses, as they have been for decades.

During the community workshops and public hearings mentioned above, it became apparent that the community was concerned that the existing light industrial and light manufacturing businesses in this area – which provide high-paying jobs for many City residents – might be forced to relocate if some accommodation were not made. Accordingly, the Specific Plan contemplates that a portion of that same area will be zoned to permit these “Industrial Flex (IF)” and “Light Manufacturing (M2)” uses. However, because those uses are specifically prohibited in those locations under the General Plan 2035, the Planning Commission recommended amending the General Plan 2035 to also allow those uses in the Tweedy Educational District. The proposed zoning enables established manufacturing businesses to continue operating in a legal and conforming manner. The proposed zoning also allows the same businesses to expand should the opportunity present itself in the future.

To ensure consistency between the Specific Plan and the General Plan 2035, it is recommended that the City Council adopt the proposed Resolution amending the General Plan 2035 and approving General Plan Amendment 2019-01 to expand the uses permitted in the Tweedy Educational District to introduce two additional place types, “Light Industrial/Flex” and “Manufacturing/Distribution.”

The second area of inconsistency with the General Plan 2035 concerns existing uses within the area generally bounded by Deeble Street and San Vicente Avenue, north of the parcels fronting Tweedy Boulevard and south of the Specific Plan boundary, these of consist of primarily multi-family uses. The Specific Plan zoning continues to permit these uses with the Neighborhood Medium zoning designation to preserve the prevailing legal and conforming status for these properties. However, according to General Plan 2035, these parcels are designated Neighborhood-Low, which does not permit multi-family uses.

To ensure consistency between the Specific Plan zoning and the General Plan 2035 Community Design Element, the Planning Commission recommends concurrently updating the General Plan to ensure consistency between the General and Specific Plans by changing the General Plan's land use designation for these parcels to Neighborhood-Medium, which is also included in the proposed Resolution.

Environmental Review

In accordance with the requirements of California Environmental Quality Act ("CEQA") Sections 21000 through 21177 of the California Public Resources Code, and Sections 15000 through 15387 of the California Code of Regulations Title 14 ("CEQA Guidelines"), a Notice of Intent to Adopt ("NOIA") a Negative Declaration was filed for the Project with the County of Los Angeles County Clerk's office on April 19, 2017. The Specific Plan furthers the General Plan's land use and development policies for the Planning Area governed by the Specific Plan. As part of the General Plan's preparation, a comprehensive Environmental Impact Report (EIR) was prepared. The City determined that the environmental review related to the Specific Plan's adoption and subsequent implementation could "tier" upon the General Plan's EIR. For this reason, the City further determined that a Negative Declaration is the most appropriate CEQA document for the Specific Plan. Because of the evidence that the adoption and implementation of the Tweedy Boulevard Specific Plan would have no significant effects on the environment, adoption of the Initial Study/Negative Declaration (IS/ND) is recommended. The initial study and proposed negative declaration was available for public review at the Community Development Department, 8650 California Avenue; Weaver Library, 4035 Tweedy Blvd; and Hollydale Library, 12000 Garfield Ave. The City received comments on the negative declaration through May 8, 2017. The Negative Declaration assembles in one document all of the environmental information and analysis prepared for the Specific Plan. The required CEQA findings are included in the Negative Declaration and in the attached Resolution.

ATTACHMENTS:

- A. Maps – Density Alternatives
- B. Proposed Ordinance with Tweedy Boulevard Specific Plan (available for review in the City Clerk's Office)
- C. Proposed Resolution amending the General Plan 2035
- D. Proposed Resolution approving Initial Study & Negative Declaration, Dated April 19, 2017 (available for review in the City Clerk's Office)
- E. Planning Commission Resolution 2017-02
- F. Public Hearing Notice

- A. Maps – Density Alternatives
Will be available
February 7, 2019

RECEIVED

FEB 19 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:15pm

City of South Gate
CITY COUNCIL

Item No. 8

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: CERTIFICATION OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR HANNA CAMPOS, POLICE SERGEANT

PURPOSE: To grant Hanna Campos an industrial disability retirement.

RECOMMENDED ACTIONS:

- a. Adopt Resolution determining that Hanna Campos is entitled to an industrial disability retirement, within the meaning of the Public Employees' Retirement Law, arising out of and in the course of her employment; and
- b. Authorize the California Public Employees' Retirement System (CalPERS) to process the Disability Retirement application of Hanna Campos, Police Sergeant.

FISCAL IMPACT: The full fiscal impact cannot be determined at this time as Police Sergeants are in a CalPERS Public Safety pool and final costs are based on actuarial studies. This action will affect the pension that Hanna Campos will receive from CalPERS.

ANALYSIS: None

BACKGROUND: Staff recommends that the City grant Hanna Campos an industrial disability retirement ("IDR") pursuant to its statutory authority under Government Code Section 21156 based on a qualifying medical condition related to her employment as a police sergeant.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DETERMINING THAT HANNA CAMPOS IS ENTITLED TO AN INDUSTRIAL DISABILITY RETIREMENT, WITHIN THE MEANING OF THE PUBLIC EMPLOYEES' RETIREMENT LAW, ARISING OUT OF AND IN THE COURSE OF HER EMPLOYMENT

WHEREAS, the City of South Gate (“Agency”) is a contracting Agency of the California Public Employees’ Retirement System (“CalPERS”); and

WHEREAS, the Public Employees’ Retirement Law requires that a contracting agency determine whether an employee of such agency in which the employee is classified as a local safety member is disabled for purposes of the Public Employees’ Retirement Law and whether such disability is “industrial” within the meaning of such law; and

WHEREAS, an application for the industrial disability retirement of Hanna Campos, employed by the agency in the position of Police Sergeant, has been filed with CalPERS; and

WHEREAS, the Agency has reviewed the medical and other evidence relevant to such alleged disability;

[Remainder of page left blank intentionally]

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that Hanna Campos is incapacitated within the meaning of the Public Employees' Retirement Law for performance of her duties in the position of Police Sergeant with our Agency.

SECTION 2. The City Council hereby finds and determines that such disability is a result of injury arising out of and in the course of employment; and further determines that such disability did occur during the performance of those portions of the employee's duties.

SECTION 3. Hanna Campos' last day of employment in the position of Police Sergeant will be March 16, 2019. Her last day of paid status will be March 16, 2019, and the effective date of her retirement will be March 17, 2019.

SECTION 4. Per a written medical opinion, dated October 31, 2018, Hanna Campos' primary disabling condition arises out of her employment, and as a result she is substantially incapacitated from the performance of her usual duties as a Police Sergeant. The member is competent to act on her behalf in legally binding retirement matters.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of February 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AND ADOPTED:
DRAFT

Paul S. ... City Attorney

RECEIVED

FEB 18 2019

Item No. 9

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:15pm

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: CERTIFICATION OF CALPERS INDUSTRIAL DISABILITY RETIREMENT FOR FRANK J. RIVERA, POLICE LIEUTENANT

PURPOSE: To grant Frank J. Rivera an industrial disability retirement.

RECOMMENDED ACTIONS:

- a. Adopt Resolution determining that Frank J. Rivera is entitled to an industrial disability retirement, within the meaning of the Public Employees' Retirement Law, arising out of and in the course of his employment; and
- b. Authorize the California Public Employees' Retirement System (CalPERS) to process the Disability Retirement application of Frank J. Rivera, Police Lieutenant.

FISCAL IMPACT: The full fiscal impact cannot be determined at this time as Police Lieutenants are in a CalPERS Public Safety pool and final costs are based on actuarial studies. This action will affect the pension that Frank J. Rivera will receive from CalPERS.

ANALYSIS: None

BACKGROUND: Staff recommends that the City grant Frank J. Rivera an industrial disability retirement ("IDR") pursuant to its statutory authority under Government Code Section 21156 based on a qualifying medical condition related to his employment as a police lieutenant.

ATTACHMENT: Proposed Resolution

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE, CALIFORNIA, DETERMINING THAT FRANK J. RIVERA IS ENTITLED TO AN INDUSTRIAL DISABILITY RETIREMENT, WITHIN THE MEANING OF THE PUBLIC EMPLOYEES' RETIREMENT LAW, ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT

WHEREAS, the City of South Gate ("Agency") is a contracting Agency of the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in which the employee is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for the industrial disability retirement of Frank J. Rivera, employed by the agency in the position of Police Lieutenant, has been filed with CalPERS; and

WHEREAS, the Agency has reviewed the medical and other evidence relevant to such alleged disability;

[Remainder of page left blank intentionally]

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby finds and determines that Frank J. Rivera is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Police Lieutenant with our Agency.

SECTION 2. The City Council hereby finds and determines that such disability is a result of injury arising out of and in the course of employment; and further determines that such disability did occur during the performance of those portions of the employee's duties.

SECTION 3. Frank J. Rivera's last day of employment in the position of Police Lieutenant was February 2, 2019. His last day of paid status was February 2, 2019, and the effective date of his retirement was February 3, 2019.

SECTION 4. Per a written medical opinion, dated February 5, 2019, Frank J. Rivera's primary disabling condition arises out of his employment, and as a result he is substantially incapacitated from the performance of his usual duties as a Police Lieutenant. The member is competent to act on his behalf in legally binding retirement matters.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day of February 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

DRAFT
APPROVED AS TO FORM

Paul J. Salinas, City Attorney

RECEIVED

FEB 19 2019

City of South Gate
CITY COUNCIL

Item No. 10

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

AGENDA BILL

9:05 pm

For the Regular Meeting of: February 26, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: RESOLUTION AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN) TO UPDATE THE JOB SPECIFICATION OF THE RECORDS COORDINATOR POSITION

PURPOSE: To update the job specification of the Records Coordinator position in the City Clerk's Office to bring it up to date.

RECOMMENDED ACTION: Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) to update the job specification of the Records Coordinator position in the City Clerk's Office.

FISCAL IMPACT: There is no fiscal impact associated with updating the job specification of the Records Coordinator position. The Fiscal Year 2018/19 budget included funding for this position.

ANALYSIS: None

BACKGROUND: There is currently a vacant, funded Records Coordinator position in the City Clerk's Office. The Records Coordinator job specification was last updated in 2001.

The City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments.

In the continued effort to bring job specifications up-to-date, Human Resources staff worked with the City Clerk's staff to update the job specification of the Records Coordinator position. As a result, the job specification is being updated to include relevant duties and experience level requirements and to make it compliant with the Americans with Disabilities Act (ADA) by designating essential functions and including physical standards and work environment requirements.

Staff contacted the Municipal Employees Association (MEA) Board Members to inform them of the proposed changes and they were in agreement.

ATTACHMENTS: A) Proposed Resolution (with updated job specification)
B) Red-lined Records Coordinator job specification

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH
GATE, CALIFORNIA, AMENDING RESOLUTION NO. 6454
(SALARY RESOLUTION AND POSITION CLASSIFICATION PLAN)
TO UPDATE THE JOB SPECIFICATION FOR THE
RECORDS COORDINATOR POSITION**

WHEREAS, the City must, from time to time, add or otherwise adjust job classifications, job specifications and/or compensation in the Salary Resolution and Position Classification Plan in order to satisfy the changing needs and demands of the workforce and to more closely match the tasks which need to be performed by employees in the City's various departments; and

WHEREAS, the City desires to update the job specification for the Records Coordinator position in the City Clerk's Office; and

WHEREAS, the City, based on evaluation, has determined that changes are necessary to the job specification of the Records Coordinator position, as detailed in the proposed Class Specification & Attributes, attached hereto as Exhibit "A"; and

WHEREAS, the City, in consultation with the Human Resources Division and key personnel in the City Clerk's Office, has determined that it is proper to update the job specification of the Records Coordinator position;

[Remainder of page left blank intentionally]

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves and adopts the proposed job specification for the Records Coordinator position, attached hereto as Exhibit "A."

SECTION 2. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 26th day February 2019.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

DRAFT

Rafael Salinas, City Attorney

City of South Gate
CLASS SPECIFICATIONS AND ATTRIBUTES

RECORDS COORDINATOR

DESCRIPTION

Under general supervision, performs complex and detailed clerical work in the maintenance and administration of official City documents and records; performs a variety of complex and responsible clerical work in assisting the City Clerk in the conduct of office activities; and related work as required.

CLASS CHARACTERISTICS

This classification supports the departmental needs related to the City Clerk’s Office.

SUPERVISION RECEIVED

Works under the direct supervision of the City Clerk.

SUPERVISION EXERCISED

Does not supervise.

ESSENTIAL FUNCTIONS

Essential functions include, but are not limited to, the following:

Organizes and performs a variety of responsible and complex clerical tasks related to the operation of the department;

Coordinates and assembles Public Records Act (PRA) requests, has vast understanding of the time sensitive nature of the laws surrounding PRA’s;

Handles citizen requests; provides information where judgment, knowledge and interpretation of policies, rules and regulations are necessary; refers appropriate matters to other departments or division staff;

Develops, implements and coordinates a records retention and management system, a system for the purging of public documents, and coordinates the FPPC Conflict of Interest annual filing program;

Processes and prepares transmittal letters for contracts, ordinances and resolutions;

Indexes and maintains complex filing systems; cross indexes legislative history; keeps various records and data current; tracks document requests;

May prepare and type agendas, correspondence, reports, memoranda, records, documents and statistical data;

May attend meetings and may act as the recording secretary for the City Council, Public Access Corporation, and other meetings as required by the department head; and may prepare reports as necessary.

Assists the City Clerk in receiving and preparing City Council communications, materials, resolutions, ordinances, contracts and other documents;

May assist in performing the work of other clerical staff in order to maintain a smooth work flow;

Prepares bid invitations and processes contracts; receives applications, prepares permits and collects various fees; prepares forms as requested;

Assists in passport services that include handling inquiries about the process and accepts passport applications in compliance with federal guidelines;

Performs related work as required.

QUALIFICATIONS

Training and Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be: graduation from high school or equivalent, supplemented by college level courses in business practices, computer science, records management, and office management AND, four (4) years of increasingly responsible office experience, which has included responsibility for records management and performing complex clerical duties. Experience in a City Clerk's office is preferred.

License Requirement

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment in this position.

Knowledge, Skills and Abilities

Knowledge of: modern office practices, procedures and equipment; personal computers; business letter writing and forms; correct spelling and business English; principles and practices of customer service and public contact.

Ability to: learn computerized records storage and retrieval; implement and maintain an effective filing system; follow oral and written directions; deal courteously and tactfully with the public; communicate effectively orally and in writing; work independently in the absence of specific instruction; works under pressure and meet deadlines; compose a variety of correspondence with only general instructions; maintain complex records and prepare reports from such records; operate a variety of office equipment, including computers; working with different software applications, including word processing and spreadsheets; and meeting and dealing with the general public; establish and maintain effective working relationships with others; communicate effectively in English.

Skills: Ability to type thirty (30) words per minute.

Special Requirements of Position:

1. Possess a clear understanding of confidentiality in the maintenance of all official records and correspondence.
3. Computer literacy, including a word processing program, preferably Word.
4. Ability to communicate effectively in Spanish is desired.
5. Highly organized and detailed oriented.

ADDITIONAL INFORMATION:

CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM:

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually moderately quiet. Incumbents are not substantially exposed to adverse environmental conditions.

RECORDS COORDINATOR

Created 05/09/95

Updated 2001

Revised 02/26/19

City of South Gate
CLASS/POSITION SPECIFICATIONS AND ATTRIBUTES

RECORDS COORDINATOR

DESCRIPTION

DUTIES OF POSITION

Under general supervision, performs complex and detailed clerical work in the maintenance and administration of official City documents and records; performs a variety of complex and responsible clerical work in assisting the City Clerk in the conduct of office activities; and to do related work as required.

CLASS CHARACTERISTICS

This classification supports the departmental needs related to the Office of the City Clerk.

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SUPERVISION RECEIVED

Works under the direct supervision of the City Clerk.

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SUPERVISION EXERCISED

Does not supervise.

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ESSENTIAL FUNCTIONS

Essential functions include, but are not limited to, the following:

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EXAMPLE OF DUTIES

Organizes and performs a variety of responsible and complex clerical tasks related to the operation of the department;

Coordinates and assembles Public Records Act (PRA) requests, has vast understanding of the time sensitive nature of the laws surrounding PRA's;

Handles citizen requests; provides information where judgment, knowledge and interpretation of policies, rules and regulations are necessary; refers appropriate matters to other departments or division staff;

Develops, implements and coordinates a records retention and management system, a system for the purging of public documents, and coordinates the FPPC Conflict of Interest annual filing program;

Processes and prepares transmittal letters for contracts, ordinances and resolutions;

Indexes and maintains complex filing systems; cross indexes legislative history; keeps various records and data current; tracks document requests;

Handles citizen requests; provides information where judgment, knowledge and interpretation of policies, rules and regulations are necessary; refers appropriate matters to other departments or division staff.

May prepare and type agendas; ~~types~~ correspondence, ~~agendas~~, reports, memoranda, records, documents and statistical data; ~~may prepare data~~;

May attend meetings and may act as the recording secretary for the City Council, Public Access Corporation, and other meetings as required by the department head; and may prepare reports as necessary.

Assists the City Clerk in receiving and preparing City Council communications, materials, resolutions, ordinances, contracts and other documents;

~~M~~ay assist in performing the work of other clerical staff in order to maintain a maintaining smooth work flow ~~and answering questions requiring the interpretation of departmental rules and regulations~~;

Prepares bid invitations and processes contracts; receives applications, prepares permits and collects various fees; prepares forms as requested;

~~Assists in passport services that include handling inquiries about the process and accepts passport applications in compliance with federal guidelines;~~

~~and~~ Performs related work as required.

QUALIFICATIONS

~~Formal Training and Experience:~~

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary. A typical way of obtaining the knowledge and abilities would be: ~~g~~Any combination equivalent to graduation from high school or equivalent, supplemented by college level courses in business practices, computer science, records management, and office management ~~ANDand~~, four (4) years of increasingly responsible office experience, which has included responsibility for records management and performing complex clerical duties. Experience in a City Clerk's office is preferred.;

License Requirement

Possession of a valid California Class C Driver's License and a satisfactory driving record is required at time of appointment and throughout employment in this position.

~~Experience in a City Clerk's office is preferred.~~

Knowledge, Skills and Abilities:

Knowledge of: modern office practices, procedures and equipment; personal computers; business letter writing and forms; correct spelling and business English; principles and practices of customer service and public contact.

Ability to: learn computerized records storage and retrieval; implement and maintain an effective filing system; follow oral and written directions; deal courteously and tactfully with the public; communicate effectively orally and in writing; work independently in the absence

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of specific instruction; works under pressure and meet deadlines; compose a variety of correspondence with only general instructions; maintain complex records and prepare reports

from such records; operate a variety of office equipment, including computers; working with personal computers and different software applications, including word processing and spreadsheets; and meeting and dealing with the general public; establish and maintain effective working relationships with others; communicate effectively in English.

Skills: Ability to type thirty (30) words per minute.

Special Requirements of Position:

1. Possess a clear understanding of confidentiality in the maintenance of all official records and correspondence.
- ~~2. Ability to type forty (40) words per minute.~~
3. Computer literacy, including a word processing program, preferably WordPerfect.
4. Ability to communicate effectively in Spanish is desired.
5. Highly organized and detailed oriented.

ADDITIONAL INFORMATION:

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CALIFORNIA DEPARTMENT OF MOTOR VEHICLE (DMV) PULL NOTICE SYSTEM:

An incumbent appointed to this position is subject to enrollment in the California DMV Pull Notice Program. The Pull Notice program provides information on the incumbent's driving record and Driver's License status on a periodic basis to the City of South Gate. An employee assigned a City vehicle must acknowledge receipt and understanding of City Administrative Regulations covering the use of City vehicles.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to operate, finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually moderately quiet. Incumbents are not substantially exposed to adverse environmental conditions.

RECORDS COORDINATOR
Created 05/09/95
Updated 2001
Revised 02/26/19

RECEIVED

Item No. 11

FEB 14 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:40 am

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: SIDE LETTER OF AGREEMENT WITH THE MUNICIPAL EMPLOYEES ASSOCIATION

PURPOSE: To approve a Side Letter of Agreement with the Municipal Employees Association (MEA) documenting a recently-negotiated change to probationary periods for the Police Department's civilian employees.

RECOMMENDED ACTIONS:

- a. Approve the Side Letter of Agreement with the South Gate Municipal Employees Association regarding probationary periods for civilian employees in the Police Department; and
- b. Authorize the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: None

ANALYSIS: Due to the stringent rules for law enforcement agencies and the complex nature of the work, it is often difficult to truly assess the work performance of a new employee in just six months. Therefore, the Police Chief is recommending the extension of the probationary period for new hires and promotional hires in the Police Department from six months to one year.

BACKGROUND: The ability to accurately assess the work performance of a newly-hired or promoted employee is important to the successful operation of any department, but especially the Police Department. They have found that six months is not enough time to do so. Therefore, the City has met and conferred with the MEA board and come to agreement on extending the probationary period from six months to one year for all newly-hired and promotional civilian employees in the Police Department. This change will not affect MEA employees in other departments of the City.

ATTACHMENT: Proposed Side Letter of Agreement with MEA



SIDE LETTER OF AGREEMENT

Pursuant to California Government Code Section 3505.1

Between

The City of South Gate and

The South Gate Municipal Employees Association

Represented by Service Employees International Union Local 721

This Side Letter of Agreement ("Agreement") between the City of South Gate ("City") and the South Gate Municipal Employees Association ("SGMEA") represented by Service Employees International Union Local 721 ("Union") (collectively referred to as the "Parties") is entered into with respect to the following and on the terms stated herein.

RECITALS

WHEREAS, the Parties entered into a previous Memorandum of Understanding, Contract No. 3084, dated February 23, 2015, for the term July 1, 2014 through June 30, 2015 ("SGMEA MOU"), representing the most recent Memorandum of Understanding between the Parties;

WHEREAS, the Parties entered into a Side Letter of Agreement dated February 23, 2015, regarding certain issues that required continuing discussion;

WHEREAS, the Parties entered into an Amendment No. 1 to the SGMEA MOU dated February 9, 2016, extending the term of the SGMEA MOU through June 30, 2017, among other negotiated items;

WHEREAS, on June 26, 2017, the Parties commenced labor negotiations, including exchanging proposals and meeting and conferring towards reaching agreement on a successor SGMEA MOU;

WHEREAS, the SGMEA MOU expired at midnight on June 30, 2017 by its own terms;

WHEREAS, the Parties reached a Tentative Agreement on the deal points for a successor SGMEA MOU covering the term July 1, 2017 through June 30, 2020, which provided that all the terms and conditions of the prior 2014-2015 SGMEA MOU, including Amendment No. 1, shall be maintained unless expressly modified or changed by the TA until the successor SGMEA 2017-2020 MOU is accepted, approved and adopted by the City Council, with the Union ratifying the Tentative Agreement on December 4, 2017, and the City Council approving the Tentative Agreement on December 12, 2017;

WHEREAS, the City's Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act ("MMBA") (Government Code Sections 3500-3511) and the City's Employer-Employee Relations Resolution ("Resolution No. 4508"), and have jointly prepared and executed this Agreement which reflects new terms to be added to the TA and the SGMEA 2017-2020 MOU. All terms and conditions of the previous 2014-2015 SGMEA MOU, its Amendment No. 1, and the TA shall continue unless expressly modified herein.

WHEREAS, the Parties seek to have this Agreement memorialize their understanding regarding probationary periods for civilian employees in the Police Department, pending drafting and adoption of the successor SGMEA 2017-2020 MOU, which shall supersede and replace this Agreement.

WHEREAS, this Agreement shall not become effective until accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true by the Parties and incorporated herein by this reference.

2. Effective with the approval of this Side Letter of Agreement, Section 13 of the 2014-2015 SGMEA MOU will apply only to non-Police Department employees represented by the SGMEA.

3. Effective with the approval of this Side Letter of Agreement, new and promotional employees hired and/or promoted to civilian positions in the Police Department on or after February 27, 2019, will be subject to the following new Probation rules:

PROBATION – CIVILIAN POLICE DEPARTMENT EMPLOYEES

A. All new civilian employees in the Police Department are required to complete a probationary period of one year which is considered to be an extension of the examination process and an opportunity for the newly placed employee to demonstrate abilities and skills necessary for successful work performance in the particular classification and position.

B. Any appointment to a position from an eligibility list is subject to a probationary period of one year, or a total of 2,080 actual work time hours, including paid leave, before an appointee acquires permanent status in the position. Two weeks prior to the end of the probationary period, the Police Chief shall forward the probationary employee's Performance Appraisal to the Personnel Officer recommending that the employee be given permanent status if his/her service has been satisfactory, recommending an extension of the probationary period, or recommending that the employee be terminated. The initial one year probationary period may be extended six months at the discretion of the Police Chief in documented cases where work performance cannot be fully evaluated within the initial one year period.

C. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer, and the same shall not be subject to review by the Civil Service Commission or the City Council. The Personnel Officer may restore any employee so terminated to the eligible list from which she/he was removed if there appears to be adequate basis for anticipating the employee might render satisfactory service in another department. When a present employee with permanent status accepts a probationary appointment in a new classification, whether or not promotional, that employee retains the right to return to the position vacated.

1. EMPLOYEE PERFORMANCE REVIEW

- a. All probationary employees shall be reviewed by their Supervisor after six months, one year and eighteen months of service. (This includes new employees and employees serving a probationary period after a promotion or transfer.)
- b. Subsequent to the completion of the probationary period, each employee shall receive an annual performance review which shall be due on the anniversary of the date that he/she achieved Step C of his/her salary range.

By their signatures below, the Parties' lawful representatives acknowledge the contents herein.

City of South Gate

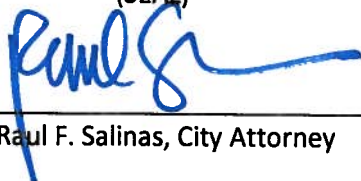
South Gate Municipal Employees Association

María Belén Bernal, Mayor

Francisco Robles, President

Carmen Avalos, City Clerk

Anna Rodriguez, Vice-President

(SEAL)


Raul F. Salinas, City Attorney

Robert Hunt, SGMEA's Outside Labor Counsel

RECEIVED

Item No. 12

FEB 14 2019

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

8:40am

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Administrative Services

Department Director:


Jackie Acosta

City Manager:


Michael Flad

SUBJECT: SIDE LETTER OF AGREEMENT WITH THE PROFESSIONAL AND MID-MANAGEMENT ASSOCIATION

PURPOSE: To approve a Side Letter of Agreement with the Professional and Mid-Management Association (PMMA) documenting a recently-negotiated change to probationary periods for the Police Department's civilian employees.

RECOMMENDED ACTIONS:

- a. Approve the Side Letter of Agreement with the South Gate Professional and Mid-Management Association regarding probationary periods for civilian employees in the Police Department; and
- b. Authorize the Mayor to execute the Side Letter of Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: None

ANALYSIS: Due to the stringent rules for law enforcement agencies and the complex nature of the work, it is often difficult to truly assess the work performance of a new employee in just six months. Therefore, the Police Chief is recommending the extension of the probationary period for new hires and promotional hires in the Police Department from six months to one year.

BACKGROUND: The ability to accurately assess the work performance of a newly-hired or promoted employee is important to the successful operation of any department, but especially the Police Department. They have found that six months is not enough time to do so. Therefore, the City has met and conferred with the PMMA board and come to agreement on extending the probationary period from six months to one year for all newly-hired and promotional civilian employees in the Police Department. This change will not affect PMMA employees in other departments of the City.

ATTACHMENT: Proposed Side Letter of Agreement with PMMA



SIDE LETTER OF AGREEMENT

Pursuant to California Government Code Section 3505.1

Between

The City of South Gate and
The South Gate Professional and Mid-Management Association
Represented by Service Employees International Union Local 721

This Side Letter of Agreement (“Agreement”) between the City of South Gate (“City”) and the South Gate Professional and Mid-Management Association (“SGPMMA”) represented by Service Employees International Union Local 721 (“Union”) (collectively referred to as the “Parties”) is entered into with respect to the following and on the terms stated herein.

RECITALS

WHEREAS, the Parties entered into a previous Memorandum of Understanding, Contract No. 3085, dated February 23, 2015, for the term July 1, 2014 through June 30, 2015 (“SGPMMA MOU”), representing the most recent Memorandum of Understanding between the Parties;

WHEREAS, the Parties entered into a Side Letter of Agreement dated February 23, 2015, regarding certain issues that required continuing discussion;

WHEREAS, the Parties entered into an Amendment No. 1 to the SGPMMA MOU dated February 9, 2016, extending the term of the SGPMMA MOU through June 30, 2017, among other negotiated items;

WHEREAS, on June 26, 2017, the Parties commenced labor negotiations, including exchanging proposals and meeting and conferring towards reaching agreement on a successor SGPMMA MOU;

WHEREAS, the SGPMMA MOU expired at midnight on June 30, 2017 by its own terms;

WHEREAS, the Parties reached a Tentative Agreement on the deal points for a successor SGPMMA MOU covering the term July 1, 2017 through June 30, 2020, which provided that all the terms and conditions of the prior 2014-2015 SGPMMA MOU, including Amendment No. 1, shall be maintained unless expressly modified or changed by the TA until the successor SGPMMA 2017-2020 MOU is accepted, approved and adopted by the City Council, with the Union ratifying the Tentative Agreement on November 27, 2017, and the City Council approving the Tentative Agreement on November 28, 2017;

WHEREAS, on December 12, 2017, the City and the Association successfully negotiated an Amended and Restated Tentative Agreement for a Successor Memorandum of Understanding (“ARTA”) (Attachment No. 3) which provided that all the terms and conditions of the prior 2014-2015 SGPMMA MOU, including Amendment No. 1, shall be maintained unless expressly modified or changed by the ARTA until the successor SGPMMA 2017-2020 MOU is accepted, approved and adopted by the City Council.

WHEREAS, the City’s Representatives and the Association have successfully met and conferred in good faith to negotiate this Agreement, pursuant to both the Meyers-Milias-Brown Act (“MMBA”) (Government Code Sections 3500-3511) and the City’s Employer-Employee Relations Resolution (“Resolution No. 4508”), and have jointly prepared and executed this Agreement which reflects new terms to be added to the ARTA and the SGPMMA 2017-2020 MOU. All terms and conditions of the previous 2014-2015 SGPMMA MOU, its Amendment No. 1, and the ARTA shall continue unless expressly modified herein.

WHEREAS, the Parties seek to have this Agreement memorialize their understanding regarding probationary periods for civilian employees in the Police Department, pending drafting and adoption of the successor SGPMMA 2017-2020 MOU, which shall supersede and replace this Agreement.

WHEREAS, this Agreement shall not become effective until accepted, approved, and adopted by the South Gate City Council per California Government Code Section 3505.1.

NOW, THEREFORE, and in consideration for the promises, waivers and releases contained herein, the Parties agree as follows:

TERMS

1. All of the recitals listed above are material provisions of this Agreement and are deemed true by the Parties and incorporated herein by this reference.
2. Effective with the approval of this Side Letter of Agreement, Section 13 of the 2014-2015 SGPMMA MOU will apply only to non-Police Department employees represented by the SGPMMA.
3. Effective with the approval of this Side Letter of Agreement, new and promotional employees hired and/or promoted to civilian positions in the Police Department on or after February 27, 2019, will be subject to the following new Probation rules:

PROBATION – CIVILIAN POLICE DEPARTMENT EMPLOYEES

A. All new civilian employees in the Police Department are required to complete a probationary period of one year which is considered to be an extension of the examination process and an opportunity for the newly placed employee to demonstrate abilities and skills necessary for successful work performance in the particular classification and position.

B. Any appointment to a position from an eligibility list is subject to a probationary period of one year, or a total of 2,080 actual work time hours, including paid leave, before an appointee acquires permanent status in the position. Two weeks prior to the end of the probationary period, the Police Chief shall forward the probationary employee’s Performance Appraisal to the Personnel Officer recommending that the

employee be given permanent status if his/her service has been satisfactory, recommending an extension of the probationary period, or recommending that the employee be terminated. The initial one year probationary period may be extended six months at the discretion of the Police Chief in documented cases where work performance cannot be fully evaluated within the initial one year period.

C. An employee may be removed by the appointing authority at any time during the probationary period by submission of a termination notice to the Personnel Officer, and the same shall not be subject to review by the Civil Service Commission or the City Council. The Personnel Officer may restore any employee so terminated to the eligible list from which she/he was removed if there appears to be adequate basis for anticipating the employee might render satisfactory service in another department. When a present employee with permanent status accepts a probationary appointment in a new classification, whether or not promotional, that employee retains the right to return to the position vacated.

1. EMPLOYEE PERFORMANCE REVIEW

- a. All probationary employees shall be reviewed by their Supervisor after six months, one year and eighteen months of service. (This includes new employees and employees serving a probationary period after a promotion or transfer.)
- b. Subsequent to the completion of the probationary period, each employee shall receive an annual performance review which shall be due on the anniversary of the date that he/she achieved Step C of his/her salary range.

By their signatures below, the Parties' lawful representatives acknowledge the contents herein.

City of South Gate

South Gate Professional and Mid-Management Association

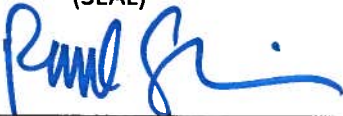
María Belén Bernal, Mayor

Osie Harrell, President

Carmen Avalos, City Clerk

Johanna Monterroza, Vice-President

(SEAL)



Raul F. Salinas, City Attorney

Robert Hunt, SGPMMMA's Outside Labor Counsel

RECEIVED

Item No. 13

FEB 20 2019

City of South Gate
CITY COUNCIL

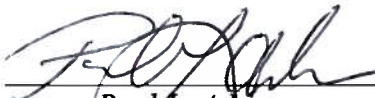
CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

9:00am

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Parks & Recreation

Department Director:


Paul L. Adams

City Manager:


Michael Flad

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 2701 FOR THE OPERATION OF THE FARMERS MARKET AT SOUTH GATE PARK

PURPOSE: This item was continued from the regularly scheduled City Council meeting of February 12, 2019, to allow time to meet and discuss extending the agreement with Harbor Area Farmers Markets (HAFM) to operate the Farmers Market at South Gate Park for an additional five years.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 2 to Contract No. 2701 with Harbor Area Farmers Markets to operate the Farmers Market at South Gate Park for an additional five year term;
- b. Authorize the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney; and
- c. Authorize the Director of Parks & Recreation to execute any additional documents as may be required to properly implement and manage the Farmers Market.

FISCAL IMPACT: The current agreement requires HAFM pay the City 1% of their gross sales from each market day. This fee is used to cover the additional maintenance costs and staff time associated with the market. Based upon past performance, the market fee paid to the City averages approximately \$5,000 per year. It is expected that this fee would remain consistent for the additional years of this extension.

ALIGNMENT WITH COUNCIL GOALS: None.

ANALYSIS: HAFM has been operating the City's Farmers Market for eight years. Although there have been few complaints, there have been many positive comments regarding the quality of the Farmers Market. HAFM has done a great job of matching appropriate vendors with the community and continues to maintain a good selection of high quality produce at the Farmers Market. HAFM has also added the ability to take EBT or "food stamps" at the Farmers Market, making it more accessible to residents.

BACKGROUND: For the past 35 years, the City has had a Farmers Market at South Gate Park (Market). On January 12, 2011, the City Council approved Contract No. 2701 with Harbor Area Farmers Markets for a three year term. On January 28, 2014, the City Council approved Amendment No.1 to Contract No. 2701, extending the term for an additional five (5) years, which will expire on

June 30, 2019. Staff and the community have been very happy with HAFM and the Market has experienced significant growth, both in vendors and patrons under HAFM's management.

The Market represents an important resource for the community and residents. The local availability of grower direct produce which is fresh, of high quality and reasonably priced is important for the health of our residents. Further, a Farmers Market, if properly operated, can provide additional benefits such as availability of certified organic produce, fresh local products such as baked goods, honey, flowers and access to other local resources. South Gate's Farmers Market has long been a center of community life and a weekly opportunity for community members to meet and socialize while shopping for healthy food for their families.

On Tuesday, February 19, 2019, Mayor Bernal and Director Adams met with Kelli Johnson, Harbor Area Farmers Markets' Market Manager, to discuss the Farmers Market scheduling, as well as ideas for potential enhancements or expansion of the existing Farmers Market. A very positive discussion ensued and, although Ms. Johnson explained some of the limitations facing the City's Farmers Market, Ms. Johnson was also very receptive to attempting some of the ideas discussed. If the City Council approves Amendment No. 2, City staff will work with HAFM staff to plan and implement new programs such as a Farm Box pick-up program which allows customers to place orders in advance and then pick-up their produce after Farmers Market hours at a designated location; plan for the Farmers Market to participate in City sponsored special events; coordinate greater collaboration with local schools; and will seek more ways for the Farmers Market to interact with the City's youth programs.

ATTACHMENTS: Proposed Amendment No. 2
Amendment No. 1
Contract No. 2701

**AMENDMENT NO. 1 TO CONTRACT NO. 2701
LICENSE AGREEMENT FOR OPERATION OF A FARMERS MARKET AT
SOUTH GATE PARK BETWEEN THE CITY OF SOUTH GATE AND
HARBOR AREA FARMERS MARKETS**

THIS AMENDMENT NO. 1 TO THE LICENSE AGREEMENT FOR OPERATION OF A FARMERS MARKET AT SOUTH GATE PARK BETWEEN THE CITY OF SOUTH GATE AND HARBOR AREA FARMERS MARKETS ("Amendment No. 1") is dated for reference purposes January 28, 2014 but is effective as of the date specified in Section 3 below, and is made and entered into by and between the CITY OF SOUTH GATE ("City") and HARBOR AREA FARMERS MARKETS ("MARKET").

RECITALS:

WHEREAS, effective January 12, 2011, the CITY and MARKET entered into that certain "License Agreement for Operation Of A Farmers Market At South Gate Park" ("Agreement"); and

WHEREAS, CITY and MARKET desire to extend the Agreement for a term of five (5) years, and to otherwise leave in full force and effect the terms and conditions thereof; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. EXTENSION OF TERM.

The term of the Agreement is extended for an additional five (5) years, from July 1, 2014 through and including June 30, 2019.

2 EFFECT OF AMENDMENT.

Except as expressly amended herein, all other terms and conditions of the Agreement, and any attachments and exhibits thereto, shall remain in full force and effect.

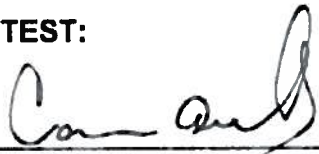
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3. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No. 1 shall become effective as of the date when CITY approves this Amendment No. 1.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

ATTEST:



Carmen Avalos, City Clerk
(SEAL)

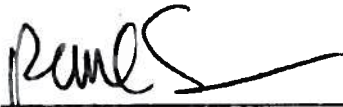
CITY OF SOUTH GATE, a public body,
corporate and politic



Gil Hurtado, Mayor

Dated: 01/29/2014

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

HARBOR AREA FARMERS MARKETS



Title: Exec. Director of S&C

Dated: 2/16/14

**LICENSE AGREEMENT FOR OPERATION OF
A FARMERS MARKET AT SOUTH GATE PARK
BETWEEN THE
CITY OF SOUTH GATE
AND
HARBOR AREA FARMERS MARKETS**

THIS LICENSE AGREEMENT, ("AGREEMENT" herein) effective as of January 12, 2011, is made and entered into by and between the City of South Gate, a municipal corporation ("CITY" herein), and South Coast Interfaith Council, a California non-profit corporation, dba Harbor Area Farmers Markets, Inc. ("MARKET" herein).

R E C I T A L S:

- A. Whereas, MARKET desires to use that portion of South Gate Park generally described as Parking Lot Number 3 (Three) for the operation of a Certified Farmers Market and related activities, said area is generally diagrammed on the map attached hereto as Exhibit A and incorporated herein by this reference ("MARKET AREA" herein); and
- B. Whereas, CITY desires to enhance the availability of reasonably priced, grower direct fresh produce within the community for the health and well being of its residents; and
- C. Whereas, CITY desires to continue and enhance the 25 year history of farmer's markets held in this location and the community benefits those activities provide, including availability of reasonably priced fresh produce and products, education of the community on the selection, preparation and benefits of fresh produce, enhanced community health and wellbeing and leisure and social values of such community events; and
- D. Whereas, City is willing to grant a license to a non-profit organization for operation of such a market on the terms and conditions herein stated.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 GRANT OF NONEXCLUSIVE LICENSE

CITY hereby grants to MARKET a temporary, revocable and nonexclusive license to enter upon the MARKET AREA and to use said property at the times and dates agreed upon by MARKET AND CITY, on the terms and conditions, herein provided.

1.1 Revocability

CITY may in its sole and unfettered discretion, revoke this license and/or terminate the agreement without cause upon fifteen (15) days advance written notice.

1.2 Nonexclusive

CITY may grant permission to other persons to use the same property, which is the subject matter of this Agreement at the same times as are herein specified without other or further notice to MARKET.

1.3 Temporary

Unless sooner revoked, rescinded, or terminated, this Agreement shall automatically expire as specified under Section 3: TERM OF AGREEMENT.

2.0 PERMISSABLE USE

Licensee shall use, under terms and conditions consistent with those set forth in this Agreement, the parking lot for the sole purpose of conducting a Certified Farmers MARKET and other associated activities as specifically approved by CITY, and for no other purpose. All sales stalls and MARKET AREA shall be located in the above-described parking lot.

Each seller at the MARKET shall be regulated by and conform to all applicable regulations in Title 3, Article 6.5 of the California Code of Regulations and subsequent amendments thereto, and other applicable regulations of the State of California, the County of Los Angeles, and the City of South Gate.

In its use of South Gate Park, Licensee and sellers shall not in any manner interfere with or impede persons holding local area vending permits. In addition, Licensee and sellers shall not interfere with or impede access for emergency vehicles.

A sale during a Sales Event may only be made to an individual purchasing for final consumption by such individual or such individual's family or such individual's invitees. Sales in quantities that may not reasonably be expected to be consumed by the purchaser, or the purchaser's immediate family or invitees, within the shelf life of the Qualified Produce, shall be prohibited.

3.0 TERM OF AGREEMENT

This agreement will become effective on January 17, 2010 and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended. The CITY, at its discretion, may choose to extend this agreement to a maximum of three (3), one (1) year extensions.

4.0 HOURS OF OPERATION

The license herein granted shall be valid only during days and hours as agreed to in advance by City. Initial hours of operation shall be on Monday of each week during the following hours: between the hours of 10:00 a.m. and 3:00 p.m. for the purpose of conducting the sales activity ("Sales Event" herein). MARKET and its vendors will be given access to the MARKET AREA at least two hours prior to MARKET opening for the purpose of preparing for the Sales Event and up to two hours after closing time for the purpose of closing down the Sales Event, and cleaning up the MARKET AREA and adjacent areas.

No sales activity shall be conducted except during the permissible hours for a Sales Event. Days and times may be modified at any time by mutual agreement of the parties.

5.0 CITY AGENT

The Director of Parks & Recreation, or his/her designee (DIRECTOR), for the purposes of this Agreement, is the agent for the CITY; whenever approval or authorization is required, MARKET understands that the Director of Parks & Recreation, or his/her designee, has the authority to provide that approval or authorization.

6.0 SPECIAL TERMS AND CONDITIONS RELATING TO SALES EVENTS

6.1 Signs

Signs shall not be displayed except in a size, construction type, aesthetic nature, place and duration as may be approved by the DIRECTOR. Prior to display, all signs shall have received final approval in accordance with the provisions of this paragraph.

6.2 Sale of Qualified Produce by Weight

Any vendor selling Qualified Produce by weight shall have its scales sealed by the County Sealer of Weights and Measures.

6.3 Prices

All prices shall be clearly posted. Collusion among growers to raise prices or to exert any influence, pressure or persuasion upon a vendor to increase prices is strictly forbidden and shall be grounds for revocation of the license.

6.4 Health Conditions

MARKET shall meet the minimum health conditions imposed upon it by the Los Angeles County Health Commissioner and all further and additional conditions imposed for health reasons by the DIRECTOR.

6.5 Cleanliness of the Grounds

MARKET shall, at its sole expense, cause the MARKET AREA, and areas adjacent thereto which may have become littered by the conduct of business at the MARKET Area, including entrances, exits and parking used by the MARKET, to be kept clean and maintained at all times in a neat, clean and presentable manner, free of all paper, debris, dropped or discarded produce, and all other trash. In addition to the foregoing requirements, said areas shall be absolutely free of litter, regardless of cause after each use.

6.5.1 CITY's Right to Bill for Cleaning

If MARKET fails to clean the MARKET AREA in accordance with the requirements herein specified, and CITY is required to provide cleaning services,

MARKET shall pay to CITY the CITY's costs to clean the MARKET AREA within three (3) days of billing same. This Agreement shall be suspended during the period of time any such billing remains outstanding after presentation.

6.5.2 MARKET's Duty to Provide for Separate Trash Removal

MARKET shall not use, or permit customers or vendors to use, CITY's trash receptacles for the disposal of trash or litter generated or brought to the MARKET AREA, or in connection with a Sales Event, including any material that is defined as "hazardous" under any state or federal law regulating same. MARKET shall arrange for adequate trash receptacles and for solid waste removal from the MARKET AREA after each Sales Event.

6.5.3 Pollution Discharge

Licensee shall be responsible for ensuring that the MARKET is operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).

6.6 Modifications

MARKET shall make no repairs of or modifications to the MARKET AREA, and shall make no improvements thereon without prior written consent from the CITY.

6.7 Title to Abandoned Property other than Trash

All property, including personal property, fixtures and utility installations within the MARKET AREA, shall, unless removed by MARKET at the conclusion of each Sales Event, be deemed to be abandoned, and shall become property of the CITY.

6.8 Real Property Taxes

MARKET shall pay any processing interest or real property tax applicable to the MARKET AREA which may be assessed during the term of this agreement. All such payments shall be made at least ten (10) days prior to the delinquency date. MARKET shall promptly furnish CITY with satisfactory evidence that such taxes have been paid. If any such taxes paid by MARKET shall cover any period of time prior to or after the expiration of the term hereof, MARKET's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Agreement is in effect. If MARKET shall fail to pay any such taxes, CITY shall have the right to pay the same, in which case MARKET shall repay such amount to CITY with MARKET's next installment payment, together with interest at the maximum rate then permitted by law.

6.9 Utilities

MARKET shall pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the MARKET AREA, together with any taxes thereon. If any such services are not separately metered to MARKET, MARKET shall pay a reasonable proportion of all charges jointly metered with other premises, as determined by CITY.

6.10 Assignments and Subletting

MARKET shall not voluntarily or by operation of law assign, transfer, mortgage, pledge, or otherwise transfer or encumber all or any part of MARKET's interest in this Agreement or in the MARKET AREA.

6.11 Right of Refusal of any Vendor or Employee

The CITY, at its sole discretion and for its own purposes, may refuse any vendor from participation in the Farmer's Market or may request that any employee of the MARKET not be assigned or used in connection with the South Gate Farmer's Market. Determination by the DIRECTOR will be final.

7.0 INSURANCE.

MARKET shall submit to the CITY certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The MARKET shall require all subcontractors and vendors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the MARKET in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by CITY.

2) Name and list as additional insured the CITY, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the MARKET pursuant to the terms of this Agreement.

8.0 INDEMNIFICATION

MARKET shall indemnify CITY, and its elected officials, officers and employees, and shall hold CITY harmless, and shall defend CITY upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which CITY may incur because of injury to any person or damage to or destruction of any property caused by MARKET, its agents, employees, manager, owners, members, vendors, customers, or invitees.

9.0 COMPENSATION

9.1 To CITY

Licensee agrees to pay to the CITY at the close of each calendar month in which market business occurs an amount equal to 1% of the total market income for each market day of that month, or the sum of \$75 (Seventy Five Dollars) for each market day, whichever is more. This fee shall be judged in arrears on the last day of the following month.

9.2 To MARKET

MARKET will receive no compensation from the City for operation of the market or other services provided by MARKET in association with the Farmer's Market activities unless agreed to in advance by the DIRECTOR in writing. MARKET may not charge admission or parking fees to customers of the Farmer's Market.

MARKET may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the Farmer's Market. Fees charged by MARKET will be consistent with fees charged by other market operators in the area and must be approved by the DIRECTOR. MARKET must notify CITY at least thirty (30) days in advance when modifying the approved fees. MARKET is solely responsible for the collection and accounting of any fees it may charge.

10.0 BUSINESS LICENSE

It shall be the responsibility of MARKET, at its sole cost and expense, to obtain any business license and to arrange for any inspections required by the CITY.

11.0 COMPLIANCE WITH LAWS AND PARK RULES

MARKET and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all CITY and Park rules and regulations.

12.0 NON-DISCRIMINATION.

The MARKET shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

13.0 CITY'S OBLIGATIONS

Except for the obligations of CITY specifically set forth in this Agreement, it is intended by the parties hereto that CITY shall have no obligation, in any manner whatsoever, to repair and maintain the MARKET AREA, nor any structural improvements located thereon, nor any equipment now or hereafter located therein. MARKET expressly waives the benefit of any statute now, or hereafter, in effect which would entitle MARKET to make repairs at CITY's expense.

13.1 Condition of Premises

MARKET shall accept the MARKET AREA in its condition existing as of the date of each Sales Event immediately preceding occupancy by MARKET or its vendor, customers, employees or agents. MARKET acknowledges that neither CITY, nor any representative of the CITY, has made any representation or warranty as to the present or future suitability of the MARKET AREA for the conduct of MARKET's business. Furthermore, CITY makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

13.2 Notification of unsafe conditions

In the event that the MARKET believes that an unsafe condition exists as a result of their inspection of the MARKET AREA prior to any scheduled SALES EVENT, it is the responsibility of the MARKET to notify the DIRECTOR of such conditions immediately and ensure that MARKET activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the MARKET until such conditions may be appropriately corrected.

13.3 Security Measures

MARKET acknowledges that nothing in this Agreement obligates the CITY to provide guard service or other security measures, and that CITY shall have no obligation whatsoever to provide same. MARKET assumes all responsibility for the protection of MARKET, its vendors, agents and invitees, from acts of third parties. CITY may require that guard service be provided during Sales Events, and if so, the cost of providing same shall be borne by MARKET.

14.0 RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be constructed as creating a partnership or a joint venture, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The MARKET shall have no power to incur any debt or obligation for or on behalf of the CITY. Neither the CITY nor any of its officers or employees shall have any control over the conduct of the MARKET, or any of the MARKET's employees, except as herein set forth, and the MARKET expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the CITY, it being distinctly understood that the MARKET is and shall at all times remain to the CITY a wholly independent contractor and the MARKET obligations to the CITY are solely such as are prescribed by this Agreement.

15.0 MARKET RULES

Additional MARKET rules are attached hereto as Exhibit D and are incorporated herein by this reference. Such rules may be modified by the DIRECTOR from time to time at CITY's sole discretion. CITY will notify MARKET in writing not less than ten (10) days prior to the implementation of such changes.

16.0 FRUIT AND VEGETABLE QUALITY CONTROL STANDARDIZATION

State of California Department of Food and Agriculture Fruit and Vegetable Quality Control Standardization Regulations are attached hereto as Exhibit C and are incorporated herein by this reference.

17.0 NOTICE TO PARTIES

Any notice required or permitted under this Agreement to be given by either party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To CITY: City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Paul L. Adams, Parks & Recreation Director

To MARKET: South Coast Interfaith Council, a California non-profit corporation,
dba Harbor Area Farmers Markets, Inc.
759 Linden Avenue
Long Beach, CA 90813
Attn: Dale C. Whitney, Market Manager

18.0 GENERAL PROVISIONS

18.1 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

18.2 Waiver; Remedies Cumulative.

Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

18.3 Mitigation of Damages.

In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18.4 Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18.5 Attorneys' Fees.

The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

18.6 Entire Agreement.

This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

18.7 Non-Assignability.

The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

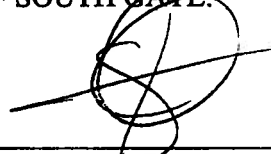
18.8 Severability

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

18.9 Authorization

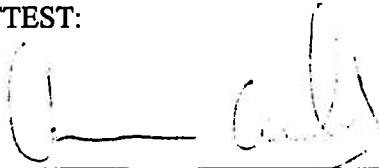
Each of the parties hereto acknowledges that the persons signing below are duly authorized to bind the parties to the obligations set forth in this agreement.

CITY OF SOUTH GATE:



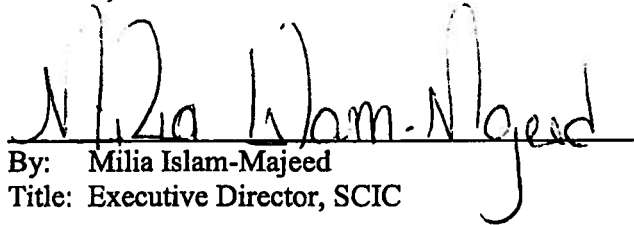
Gregory Martinez, Mayor

ATTEST:



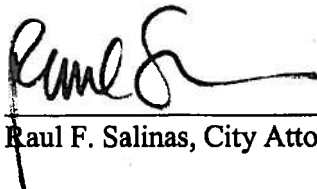
Carmen Avalos, City Clerk
(Seal)

South Coast Interfaith Council, a California non-profit corporation, dba Harbor Area Farmers Markets, Inc.



By: Milia Islam-Majeed
Title: Executive Director, SCIC

APPROVED AS TO FORM:



Raul F. Salinas, City Attorney

RECEIVED

FEB 20 2019

City of South Gate
CITY COUNCIL

Item No. 14

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:45am

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Public Works

Department Director: _____

Arturo Cervantes
Arturo Cervantes

City Manager: _____

Michael Flad
Michael Flad

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH RIVERLA TO PURSUE GRANT FUNDING AND TO PREPARE A FEASIBILITY STUDY

PURPOSE: Efforts are underway to revitalize the Los Angeles River. To further these efforts, staff is proposing a partnership with Los Angeles River Revitalization Corporation (RiverLA) to assess the feasibility of constructing a new park in the Los Angeles River. The City Council is recommended to approve a Memorandum of Understanding (MOU) to memorialize the partnership. The MOU authorizes RiverLA to pursue grant funds for a feasibility study and to prepare it, if funding is secured.

RECOMMENDED ACTIONS:

- a. Approve a Memorandum of Understanding with the RiverLA to pursue grant funding to prepare a feasibility study for the construction of a new park in the Los Angeles River, for a three-year term, at no cost to the City; and
- b. Authorize the Mayor to execute the Memorandum of Understanding in a form acceptable to the City Attorney.

FISCAL IMPACT: None.

ANALYSIS: The Lower Los Angeles River is undergoing revitalization. This has generated interest in the region for planning and funding projects that accomplish that. It has also created funding opportunities for agencies with projects that are shovel ready. The City continues to position itself to advance the revitalization efforts within the City limits. The proposal to partner with RiverLA is an opportunity to continue that. Under the MOU, RiverLA proposes to pursue grant funding to advance the revitalization effort. RiverLA is envisioning constructing a new park in the Los Angeles River. Through the MOU, RiverLA will partner with the City to pursue grant funds for a feasibility study, and to prepare it, if funding is received.

It is beneficial to partner with RiverLA. RiverLA is a national non-profit organization founded in 2009. RiverLA has partnered with agencies to implement numerous projects across the 51 miles of the Los Angeles River. RiverLA projects include their work on the "La Kretz Crossing", the first multi-modal cable-stayed bridge of its kind over the river, and their Greenway 2020, a project to create a continuous 51 mile greenway and bike path.

BACKGROUND: In recent years, Federal, State, local agencies, environmental and community groups have been working together to revitalize the 51 miles of the Los Angeles River from Canoga Park to Long Beach. Most recently, under the guidance of Assembly Bill 530, the region developed the Lower Los Angeles River Revitalization Plan. This plan proposes a suite of improvements in South

Gate, at the confluence point between the Los Angeles River and the Rio Hondo Channel. This includes new parks, trails, park bridges, and numerous other recreation and greening improvements. The MOU is a step towards the revitalization of the Los Angeles River. Highlights of the MOU are the following:

- The City and RiverLA will cooperate to pursue grant funds for a feasibility study, design and construction of a project that envisions constructing a park in the Los Angeles River, located near the confluence point with the Rio Hondo Channel.
- RiverLA will provide grant writing services, at no cost to the City.
- RiverLA will take the lead to prepare the feasibility study, if grant funds are received.
- RiverLA will continue to identify potential funding sources for other phases (design and construction) of the project.
- The MOU will be in effect for a term of 36 months.

ATTACHMENTS: A. Proposed MOU with River LA
B. Proposed Project Location Map

GD:lc

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH GATE AND RIVERLA**

This Memorandum of Understanding (“MOU”) is made and entered on February 26, 2019 by and between the City of South Gate, a California municipal corporation (“City”), and the Los Angeles River Revitalization Corporation, a California non-profit public benefit corporation (“RiverLA”) (individually, a “Party” and collectively the “Parties”).

RECITALS

A. **WHEREAS**, RiverLA has been meeting with City staff over the last several months to discuss the development of green infrastructure and an urban park located in the Los Angeles River within the City’s jurisdiction (“Project”).

B. **WHEREAS**, the City has expressed a desire to improve the urban landscape along the Los Angeles River, and encourage the initiation of a feasibility study to determine whether the Project is viable, constructible, and environmentally sustainable.

C. **WHEREAS**, there is a need to secure funding to perform a feasibility study for the Project and that the Parties have identified multiple funding entities as potential sources of funding for such work.

D. **WHEREAS**, the Parties are continuing to work to identify other potential sources of funding for such work and for other aspects of the Project.

E. **WHEREAS**, the Parties desire to cooperate in securing grant funding for the performance of a feasibility study for the Project and desire to set forth their mutual rights and obligations with respect to such a partnership.

NOW, THEREFORE, it is mutually agreed by and among the undersigned parties as follows:

1. **Grant Funding**. During the Term of this MOU, as defined in Section 5 below, the Parties will coordinate and cooperate to secure grant funding from any mutually agreeable funding sources to pay for a feasibility study for the Project and other aspects of the Project. Should any such grant or grants be insufficient to fully fund a feasibility study for the Project, the Parties will continue to coordinate and cooperate to secure additional grant funding to complete said study.

2. **Application Process**. RiverLA shall lead the grant application process to secure additional funding to fully fund a feasibility study for the Project and to fund other aspects of the Project. RiverLA and the City shall jointly agree upon whether RiverLA or the City will be the grant applicants.

3. **City Right to Modify or Reject**. The City retains the right to review and modify any grant applications made in partnership with RiverLA seeking funds for any aspect of the Project, including without limitation a feasibility study for the Project. The City may direct

RiverLA not to apply for any grant in partnership with the City, if the City determines that the conditions of such a grant are not in the City's best interest.

4. Post-Award. If a grant or grants subject to this MOU are awarded to the City or RiverLA, but are insufficient to fully fund a feasibility study for the Project or any other aspect of the Project, the Parties shall meet and confer within thirty (30) days of the most recent grant award to identify additional grant funding sources and develop a plan to secure additional grant funding. If a grant or grants subject to this MOU are sufficient to fund a feasibility study (or any other aspect of the Project which is the subject of the grant), the Parties shall meet and confer within thirty (30) days of the grant award(s), to develop a plan for the administration of grant funds. This may include, but is not limited to, an agreement determining how the grant funds shall be used and administered in accordance with any grant agreement required by the grantor, as well as the selection and oversight of any consultants necessary to perform a feasibility study or other aspects of the Project for which the grant was awarded.

5. Term. Unless sooner terminated by either Party at its sole election, the term of this MOU ("Term") shall be 36 months from the date on which the last of the Parties, whether RiverLA or the City, executed this MOU ("Effective Date"). Should an extension of time be required, RiverLA and the City Manager shall negotiate in good faith to extend the Term.

6. Miscellaneous.

a. The MOU may be executed in counterparts, each of which shall be considered a duplicate original.

b. This Agreement may be amended or modified only in a writing signed by RiverLA and City.

c. The City shall cooperate with and support (at no expense to the City) RiverLA in the grant application process.

d. This MOU contains the entire understanding between the Parties as of the Effective Date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are superseded by this MOU.

e. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City hereunder may be made by the City Manager or his or her designee in his or her sole discretion.

f. If any provision of this MOU is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this MOU, and all such other provisions shall remain in full force and effect.

g. Neither of the Parties shall be liable to the other for any indirect, incidental, special, or consequential damages, however caused, whether as a consequence of the negligence of one Party or otherwise.

h. Any demand upon or notice required or permitted to be given by one Party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use (e.g. Federal Express), postage or fee paid, as appropriate, specifying next-business-day delivery and addressed to the parties as provided below. Notice of a change of address shall be given by written notice in the manner set forth in this section. For the purposes of this MOU, all information, requests, or other business including any demand upon a party or notice pursuant hereto shall be coordinated through the following agency representatives:

The principal representative of the City shall be:

Arturo Cervantes, P.E.
Assistant City Manager/Director of Public Works
Public Works Department
City of South Gate
8650 California Avenue
South Gate, CA 90280

The principal representative of the Consultant shall be:

Angela Barranco
Chief Executive Director
Los Angeles River Revitalization Corporation
525 S. Hewitt Street
Los Angeles, CA 90013

i. This MOU shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. Neither Party shall assign its interest in the MOU without the prior written consent of the other Party.

j. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[Signatures to follow]

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SOUTH GATE AND RIVERLA

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date and attested by their respective officers thereunto duly authorized.

"CITY"
CITY OF SOUTH GATE

By: _____
María Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

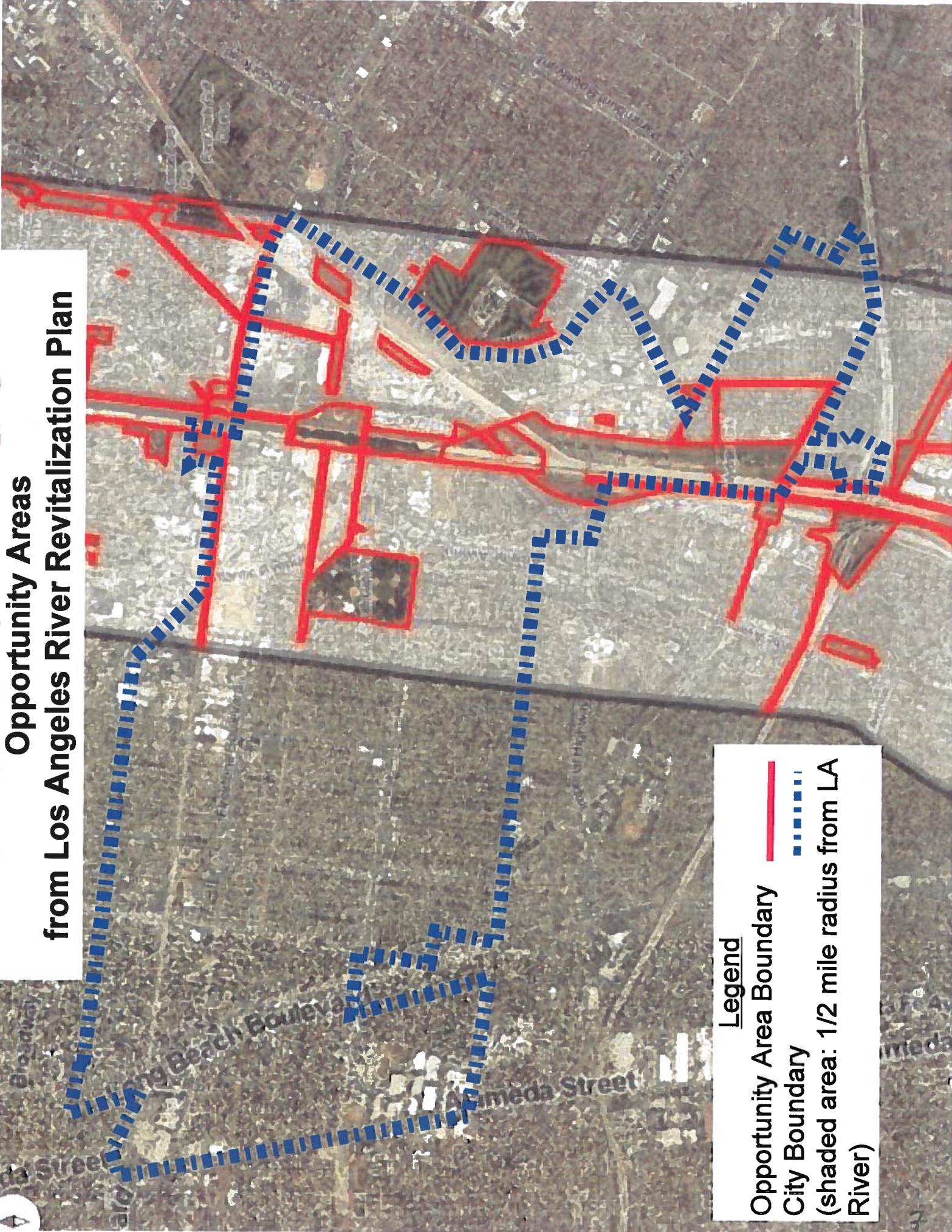
By:  _____
Raul F. Salinas, City Attorney

"RIVERLA"
LOS ANGELES RIVER
REVITALIZATION CORPORATION

By: _____
Angela Barranco, Chief Executive Officer

Date: _____

Opportunity Areas from Los Angeles River Revitalization Plan



Legend

- Opportunity Area Boundary
- City Boundary
- (shaded area: 1/2 mile radius from LA River)

RECEIVED

FEB 20 2019

City of South Gate
CITY COUNCIL

Item No. 15

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:05pm

AGENDA BILL

For the Regular Meeting of: **February 26, 2019**

Originating Department: **Public Works**

Department Director: _____

Arturo Cervantes
Arturo Cervantes

City Manager: _____

Michael Flad
Michael Flad

SUBJECT: AGREEMENT WITH TIM TURNER DBA TURNER SIGNS & GRAPHICS FOR THE CONSTRUCTION OF THE CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS, CITY PROJECT NO. 502-ARC

PURPOSE: As part of the overall City Hall remodeling efforts, exterior and interior wayfinding signs will be installed throughout the City Hall Complex to assist residents and visitors to navigate the City Hall Complex. A construction contract is needed to implement the project.

RECOMMENDED ACTIONS:

- a. Approve Agreement with Tim Turner dba Turner Signs & Graphics, for the construction of the City Hall Complex Exterior and Interior Wayfinding Signage, City Project No. 502-ARC (Project), in the amount not-to-exceed \$88,162;
- b. Approve the Notice of Exemption for the construction of the Project and direct the City Clerk to file it with the Los Angeles County Recorder's Office; and
- c. Authorize the Mayor to execute the Agreement in a form acceptable to the City Attorney.

GA **FISCAL IMPACT:** The total proposed project budget is \$106,000, as summarized below. Funds are available in Account No. 311-790-49-9904 which has been used to fund the City Hall remodeling efforts.

Project Component	Account No. 311-790-49-9904
Construction Contract	\$88,162
Contingency	\$9,338
Project Management and Inspection	\$8,500
Total	\$106,000

ALIGNMENT WITH COUNCIL GOALS: The construction of the Project meets the City Council's goal for "Continuing Infrastructure Improvements." The goal identified in the 2018/19 Work Program is to begin construction of the project.

ANALYSIS: The City Hall Complex contains four sizeable buildings that house several departments. Finding a specific department is sometimes not efficient for visitors that are not familiar with the complex. This challenge is exacerbated for visitors that are disabled, or for visitors with children. It is not uncommon for visitors to ask for direction from staff after they are lost. The lack of proper signage in both the exterior and interior of City Hall causes confusion amongst visitors and is unfriendly. The Project entails installing monuments to designate the four buildings, and wayfinding signage to help visitors navigate efficiently around the City Hall Complex.

BACKGROUND: The City Hall Complex Exterior and Interior Wayfinding Signage Project is a part of the Capital Improvement Program.

On December 20, 2018, the Notice Inviting Bids for construction was advertised to trade publication services such as the *eBid Board*, *Southern California Builders*, *Bid America* and *Dodge Bidding & Analytics*. On January 10, 2019, the City received 4 bids in the office of the City Clerk. Below is a summary of the bids received:

No.	Contractor	Total
1	Tim Turner dba Turner Signs & Graphics	\$88,162
2	Aloha Electric Signs	\$91,664
3	A Good Sign and Graphics	\$93,325
4	Signs and Services Co.	\$133,564

Having been in existence as a contractor for several decades, Tim Turner dba Turner Signs & Graphics exhibits the capability, capacity, and experience to perform the work required under this contract. Turner Signs & Graphics is located in the City of Riverside and performs an estimated \$500,000 in work annually.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), this Project is categorically exempt under Title 14 of the California Code of Regulations, Section 15301, as a Class 1(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

- ATTACHMENTS:**
- A. Proposed Agreement
 - B. Bid Summary
 - C. Notice of Exemption CEQA

FS:lc

AGREEMENT

**CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE
IMPROVEMENTS, CITY PROJECT NO. 502-ARC**

THIS AGREEMENT for the **City Hall Complex Exterior and Interior Wayfinding Signage Improvements, City Project No. 502-ARC** ("Agreement") is made and entered into by and between the City of South Gate, a municipal corporation, ("Owner"), and **Tim Turner dba Turner Signs & Graphics**, a Sole Proprietor, License No. 474337 ("Contractor") on February 26, 2019.

The Owner and the Contractor mutually agree as follows:

ARTICLE I

THE PROJECT

For and in consideration of the mutual promises set forth herein, Contractor agrees with Owner to perform and complete in good and workmanlike manner all work required by the Contract Documents for City **Contract No. _____**, which involves the following project:

**CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE
IMPROVEMENTS, CITY PROJECT NO. 502-ARC**

Said work shall be performed in accordance with the Plans, Specifications, and other Contract Documents, all of which are referenced in Article III hereof and incorporated herein as though fully set forth. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefore, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by Owner.

ARTICLE II

CONTRACT SUM AND PAYMENT

For performing and completing the work in accordance with the Contract Documents, Owner shall pay Contractor, in full compensation therefore, the contract sum of **Eighty-Eight Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$88,162.50)** set forth in the Bid Schedule(s) that are included among the Contract Documents. Said sum shall constitute payment in full for all work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the work as specified in the Contract Documents. Owner shall make payments to Contractor on account of the contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents.

ARTICLE III

CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are enumerated as follows: the Request for Informal Bid, Attachment "A" Manufacture Product Information, the Bid Schedule, Contractor's Industrial Safety Record, the Contractors Qualification Statement, the Bid Security Forms for Check or Bond, this Agreement Worker's Compensation Insurance Certificate, the Performance Bond, the Payment Bond, the Non-Collusion Affidavit and all addenda as prepared prior to the date of bid opening setting forth any modifications or interpretations of any of said documents, and any and all supplemental agreements heretofore or herewith executed amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner, all of which are referred to as the Contract Documents. These form the entire "Contract", and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE IV

INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants, their respective officers, agents, employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, consultants, sub-consultants, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS.

ARTICLE V

EFFECTIVE DATE

This Agreement shall become effective and commence as of the date set forth below on which the last of the parties, whether Owner or Contractor, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized.

CITY OF SOUTH GATE:

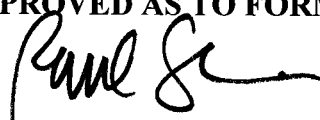
By: _____
María Belén Bernal, Mayor

Dated: _____

ATTEST:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, City Attorney

**Tim Turner dba Turner Signs & Graphics
Sole Proprietor**

By: _____
Tim Turner, Principal

Dated: _____

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 AND 1861.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

DATED _____

Tim Turner dba Turner Signs & Graphics,
Sole Proprietor
CONTRACTOR

By: _____
Signature

Title

ATTEST:

By: _____
Signature

Title

INDEMNIFICATION AND LIABILITY INSURANCE REQUIREMENTS

The following requirements must be met when submitting insurance certificates to the City of South Gate in connection with Public Works and other projects:

1. The insurance certificate must be issued to the City of South Gate, 8650 California Avenue, South Gate, CA 90280, Attention of the City Engineer.
2. The City of South Gate, South Gate Housing Authority, and their officers, employees, elected officials, and agents must be shown as additional insured per ISO CG 20 10 11 85, and separate endorsement signed by an authorized representative of the insurance company is required.
3. The City has the right to request a copy of complete insurance policy including all endorsements and certificates.
4. The Certificate must include cross liability coverage either included in the Commercial General Liability coverage, and so indicate on the face of the Certificate under that heading or by separate endorsement.
5. The Certificate should also indicate that the insurance covers "All Operations" or should specify the particular services to be provided.
6. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for "all risks" of loss. Earthquake and flood insurance is not required to be furnished by the Contractor.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project which is the subject of this Agreement and the location where work thereunder is to be performed, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project that is the subject of this Agreement.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance or as a separate owner's policy.
2. For any claims related to the project that is the subject of this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, or modified, by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Indemnification

The Contractor shall indemnify, hold harmless and defend (with counsel selected by the City of South Gate), the City of South Gate, the City of South Gate Housing Authority, their consultants and sub-consultants, and their respective officers, agents, and employees, from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, corporations or other entities furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity, or property for damage, injury, death arising out of or connected with the Contractor's obligation to indemnify, defend and save harmless the City of South Gate, the City of South Gate Housing Authority, their consultants, sub-consultants, and other parties listed above, as stated hereinabove shall include, but not be limited to, paying all legal fees and costs incurred by legal counsel of the City of South Gate's choice in representing the City of South Gate, the City of South Gate Housing Authority, consultants and sub-consultants in connection with any such claims, losses, lawsuits or actions. THIS PROVISION SHALL SURVIVE THE COMPLETION OF WORK AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

**CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE
IMPROVEMENTS, CITY PROJECT NO. 502-ARC**

**FAITHFUL PERFORMANCE BOND
100% OF CONTRACT AMOUNT**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of South Gate, a joint powers authority (“City” herein) has awarded to **Tim Turner dba Turner Signs & Graphics**, a Sole Proprietor, (“Contractor” herein) a Contract for: **City Hall Exterior and Interior Wayfinding Signage Improvements, City Project No. 502-ARC**; and

WHEREAS, said Contractor is a Sole Proprietor herein by this reference; and

WHEREAS, said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of Eighty-Eight Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$88,162.50), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys’ fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications that accompany the Contract shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work, or the specifications.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

CONTRACTOR:

Tim Turner dba Turner Signs & Graphics,
Sole Proprietor

4518 Snake River Road

Riverside, CA 92501
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**CITY HALL COMPLEX EXTERIOR AND INTERIOR WAYFINDING SIGNAGE
IMPROVEMNTS, CITY PROJECT NO. 502-ARC**

PAYMENT BOND

WHEREAS, the City of South Gate, South Gate, California (“City” herein), has awarded to **Tim Turner dba Turner Signs & Graphics**, a Sole Proprietor, (“Contractor” herein) a Contract for the work described as follows:

TITLE OF PROJECT: CITY HALL EXTERIOR AND INTERIOR WAYFINDING SIGNAGE IMPROVEMENTS, CITY PROJECT NO. 502-ARC.

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material suppliers and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City in the sum of Eighty-Eight Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$88,162.50) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Civil Code Section 9100(a), or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. If suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to the plaintiff(s) and the City in an amount to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100(a) as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents or the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Contractor and Surety on _____, 2019.

Contract No.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

SOLE PROPRIETOR:

Tim Turner dba Turner Signs & Graphics,
Sole Proprietor

4518 Snake River Road

Riverside, CA 92501
(Type address of Contractor)

By: _____
(Signature of authorized officer)

(Title of officer)

(Type name of Surety)

(Type address of Surety)

By: _____
(Signature of authorized officer)

(Title of officer)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
) SS.
COUNTY OF)

_____ being first duly sworn, deposes and says that he is
_____ of _____ (sole owner, a
partner, president, etc.) _____ the party making the foregoing bid,
that such bid is not made in the interest of or behalf of any undisclosed person, partnership,
company, association, organization or corporation, that such bid is genuine and not collusive or
sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in
a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed
with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding,
that said bidder has not in any manner, directly or indirectly, sought by agreements,
communication or conference with anyone to fix the bid price of said bidder or of any other
bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other
bidder, or to secure any advantage against the public body awarding the Contract or anyone
interested in the proposed Contract; that all statements contained in such bid are true and, further,
that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof,
or the contents thereof, or divulged information or data relative thereto, or paid and will not pay
any fee in connection therewith to any corporation, partnership, company, association,
organization, bid depository or to any member or agent thereof, or to any other individual, except
to such person or persons as have a partnership or other financial interest with said bidder in their
general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public

(Attach Notary Certificate)

RECEIVED

FEB 20 2019

City of South Gate
CITY COUNCIL

Item No. 16

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Public Works

Department Director:


Arturo Cervantes

City Manager:


Michael Flad

SUBJECT: ACQUISITION OF STREET FRONTAGE FROM MICHAEL BAKHSHI, OWNER

PURPOSE: The property located at 4136 Santa Ana Street was approved for new development. As a condition of approval, the applicant was required to dedicate real property to the City for roadway purposes. The actions below are necessary to meet this condition.

RECOMMENDED ACTIONS:

- a. Accept the Grant Deed from Michael Bakhshi, owner, to secure the title to a one-foot strip of land along the northern edge of the property, a five-foot strip of land along the eastern edge of the property, and corner cut-out on the northeast corner of the property located at 4136 Santa Ana Street for roadway purposes, and at no cost to the City; and
- b. Authorize the Mayor to execute the Certificate of Acceptance in a form acceptable to the City Attorney.

FISCAL IMPACT: None.

ANALYSIS: As a part of the development and entitlement process, conditions of approval are placed on private developments to comply with the City of South Gate General Plan 2035 (General Plan). During the entitlement process, the development was conditioned to grant real property to the City (Grant Deed), for roadway purposes, to meet General Plan requirements. This condition was required because the development is located on a segment of Santa Ana Street and Otis Street where the roadway widths do not meet the roadway width requirements of the General Plan. The developments that will be constructed at the location are three townhomes. The subject Grant Deed provides the land necessary to comply with these roadway width requirements.

Pursuant to Chapter 5.32 (Street Dedication and Improvement), of Title 5 (Streets and Sidewalks), of the South Gate Municipal Code, the City is authorized to require dedications for street purposes. California Government Code Section 37354 authorizes a City to acquire real property for any public purpose. California Government Code Section 66475 authorizes a city to place exactions on private development such as to dedicate real property for the purpose of streets, alleys, drainage, public utility easements, or other public purposes.

BACKGROUND: The City's General Plan contains a Mobility Element which sets goals and policies for the City's roadways network. The Mobility Element created standards for roadways to meet future transportation demand in the City. One feature of this policy document is that it designated the required widths of all streets in the roadway network. The desired roadway width for Santa Ana Street is 72 feet. Otis Street has a range from 80 to 84 feet.

The proposed Grant Deed is required to meet the Mobility Element's desired ultimate widths for Santa Ana Street and Otis Street. The Grant Deed provides a one-foot dedication along Santa Ana Street, a five-foot dedication along Otis Street and a corner cut-out on the northeast corner of the property.

ATTACHMENT: Grant Deed from Michael Bakhshi, Owner

JL:lc

**Recording Requested By,
and When Recorded Mail To,
and Mail Tax Statements To:**

CITY OF SOUTH GATE
8650 California Avenue
South Gate, CA 90280
Attn: City Clerk

Documentary Transfer Tax: None.
This document is exempt from payment of
documentary transfer taxes pursuant to
Revenue and Taxation Code § 11922

This document is also exempt from the
payment of recording fees pursuant to
Government Code §§ 6103 and 27363

Assessor's Parcel Numbers: 6215-007-020 and 6215-007-021

Site Address: 4136 Santa Ana Street
South Gate, CA 90280

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, Michael Bakhshi, owner ("Grantor"), does hereby grant, convey and transfer to the City of South Gate, a California municipal corporation ("Grantee"), all of Grantor's right, title, and interest in and to that certain real property described and depicted on Exhibit A, each of which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of February ____, 2019.

Michael Bakhshi
Owner

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in the northernmost one-foot strip of real property, easternmost five-foot strip of real property and northeast corner cut-out strip of real property located at 4136 Santa Ana Street, South Gate, California, conveyed to the City of South Gate, as grantee, under the foregoing Grant Deed by Michael Bakhshi, owner, as grantor, is hereby accepted by the Mayor of the City of South Gate on behalf of the City of South Gate pursuant to authority conferred by action of the City Council of the City of South Gate taken on February 26, 2019, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF SOUTH GATE
a California municipal corporation

By: _____
María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

DRAFT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a notary public, personally appeared Maria Belén Bernal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a notary public, personally appeared Carmen Avalos, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

2 PARCELS
13,730 SQ. FT. (GROSS)
13,020 SQ. FT. (NET)

PARCEL MAP NO. 80297

IN THE CITY OF SOUTH GATE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 28 OF TRACT NO. 3411,
AS PER MAP RECORDED IN BOOK 37, PAGE 48 OF MAPS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. WE HEREBY DEEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON THIS MAP.


MICHAEL BAJKSHI, OWNER

CHICAGO TITLE COMPANY, TRUSTEE UNDER A DEED OF TRUST RECORDED
NOVEMBER 29, 2017 AS INSTRUMENT NO. 20171373377, OF OFFICIAL RECORDS


Scott M. Green, Vice President
SECRETARY

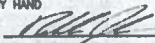
NOTARY ACKNOWLEDGMENTS

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

ON January 17th 2019, BEFORE ME, Nicholas Jenkins
A NOTARY PUBLIC, PERSONALLY APPEARED Michael Bajkshi
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY
UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE 
PRINTED NAME: Nicholas Jenkins


MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY
MY COMMISSION NUMBER 2106978
MY COMMISSION EXPIRES May 12th 2019

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss

ON Jan 18, 2019 2019, BEFORE ME, Tasha Schneider
A NOTARY PUBLIC, PERSONALLY APPEARED Scott M. Green
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME
THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY
UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE 
PRINTED NAME: Tasha Schneider

MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY
MY COMMISSION NUMBER 2211910
MY COMMISSION EXPIRES Aug. 26, 2021

SIGNATURE OMISSION NOTE

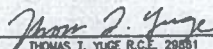
THE SIGNATURE OF SECURITY TRUST AND SAVINGS BANK, HOLDER OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES BY DEED RECORDED IN BOOK 113, PAGE 69 OF OFFICIAL RECORDS HAS BEEN OMITTED UNDER PROVISIONS OF SECTION 66438(a) 3A (1-10) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IS NOT REQUIRED BY THE LOCAL AGENCY. SAID EASEMENT IS BLANKET IN NATURE.

BASIS OF BEARINGS:

THE BEARING S 82° 55' 45" E OF THE SIDELINE OF SANTA ANA STREET AS SHOWN ON MAP OF TRACT NO. 3411, BOOK 37, PAGE 48 OF MAPS, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY BY ME OR UNDER MY DIRECTION IN NOVEMBER, 2018, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MICHAEL BAJKSHI ON JUNE 15, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS FROM THE FILING DATE OF THIS MAP AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE TIE NOTES FOR ALL CENTERLINE MONUMENTS ARE OR WILL BE ON FILE IN THE OFFICE OF THE DIRECTOR OF PUBLIC WORKS OR ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN 12 MONTHS FROM THE FILING DATE SHOWN HEREON.


THOMAS T. YUGE R.C.E. 29881
EXPIRES 3-31-2019



1/16/2019
DATE

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISIONS ORDINANCES OF THE CITY OF SOUTH GATE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT ALL PROVISIONS OF SECTION 66442 (a)(1)(2) AND (3) HAVE BEEN COMPLIED.

ARTURO CERVANTES, CITY ENGINEER
CITY OF SOUTH GATE
R.C.E. 60535, EXPIRES 12-31-2018

DATE



CONTRACT CITY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

BY: David O. Knell
DAVID O. KNELL, PROFESSIONAL LAND SURVEYOR
P.L.S. NO. 5301

DATE: 2-4-2019

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOUTH GATE AT A MEETING HELD _____ APPROVED THE ATTACHED MAP AND SAID COUNCIL DID ACCEPT, ON BEHALF OF THE PUBLIC, ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON THIS MAP.

DATE _____
CARMEN AVALOS
CITY CLERK, CITY OF SOUTH GATE

SPECIAL ASSESSMENTS CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SOUTH GATE, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE _____ BY: _____
CITY TREASURER, CITY OF SOUTH GATE

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY DATE: _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 80297 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DEPUTY DATE: _____

PARCEL MAP NO. 80297

IN THE CITY OF SOUTH GATE
 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 28 OF TRACT NO. 3411,
 AS PER MAP RECORDED IN BOOK 37, PAGE 48 OF MAPS, IN THE OFFICE
 OF THE COUNTY RECORDER OF SAID COUNTY

LEGEND:

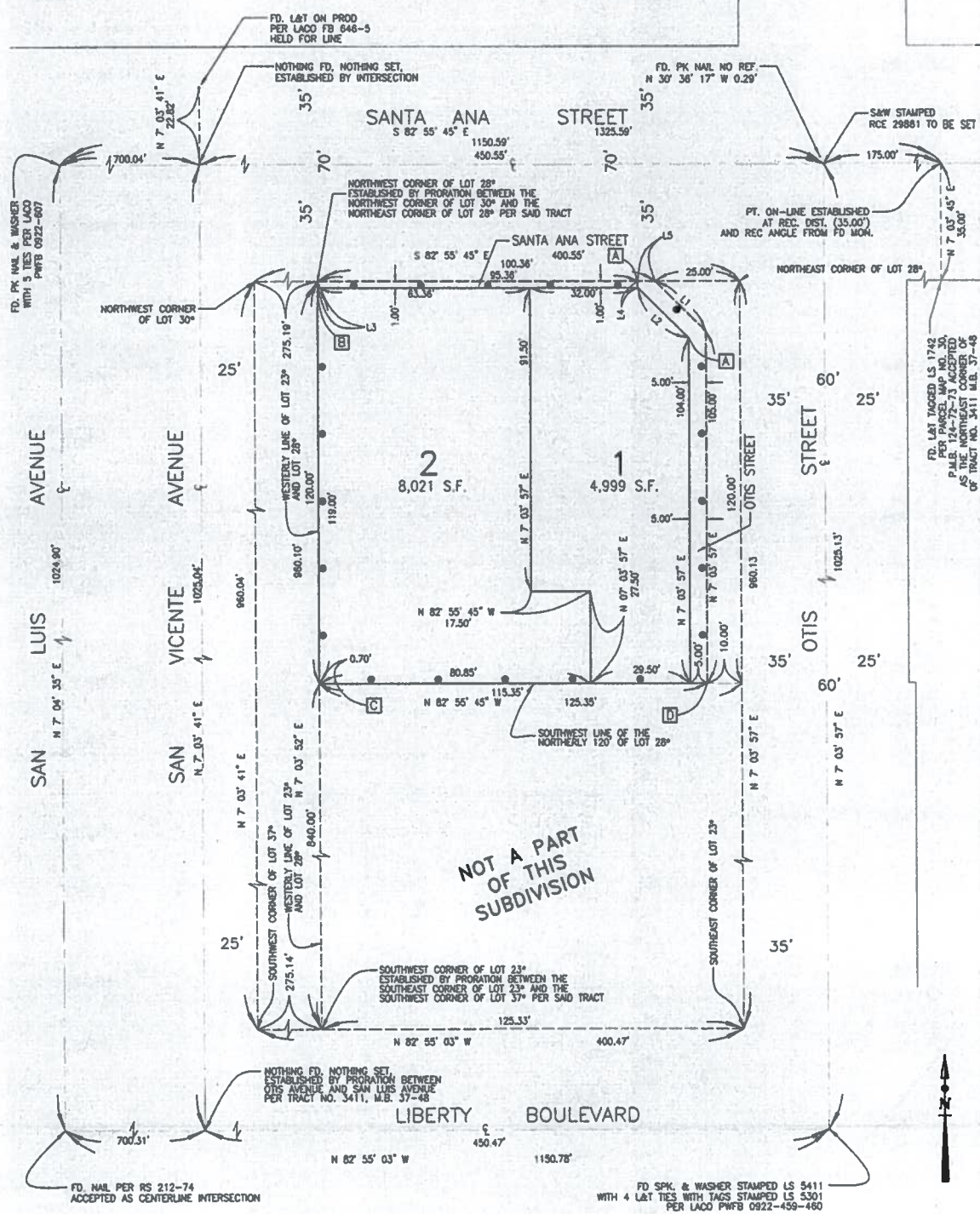
INDICATES THE BOUNDARY OF THE
 LAND BEING SUBDIVIDED BY THIS MAP

• REFERS TO TRACT NO. 3411,
 M.B. 37-48

MONUMENT NOTES

- [A] S&W TAGGED RCE 29861 TO BE SET
- [B] 1" IP TAGGED RCE 29861 TO BE SET
- [C] L&T TAGGED RCE 29881 TO BE SET
 ON TOP OF CONC. BLOCK WALL
- [D] L&T TAGGED RCE 29861 TO BE SET
 ON PROPERTY LINE PROD

LINE	BEARING	DISTANCE
L1	N 37° 55' 54" W	21.21'
L2	N 37° 55' 54" W	21.21'
L3	N 7° 03' 52" E	1.00'
L4	N 7° 04' 15" E	1.00'
L5	S 82° 55' 45" E	5.00'



FD. L&T TAGGED LS 1742
 FOR PARCEL MAP NO. 30,
 P.M.B. 124-72-73 ACCEPTED
 AS PART OF TRACT NO. 3411
 M.B. 37-48



RECEIVED

Item No. 17

FEB 20 2019

City of South Gate
CITY COUNCIL


CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

4:50pm

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Police

Department Director:  For
Randall Davis

City Manager:  For MICHAEL
Flad

SUBJECT: PURCHASE ORDERS FOR TWO PURSUIT VEHICLES AND REQUIRED EQUIPMENT

PURPOSE: To approve the purchase of two pursuit vehicles and required equipment which will replace aging vehicles currently in the fleet.

RECOMMENDED ACTIONS:

- a. Approve Purchase Order with National Auto Fleet Group for the purchase of two pursuit vehicles and installation of necessary emergency equipment for the Police Department, in the total amount of \$91,121.40; and
- b. Approve Purchase Order with Motorola/BearCom for the purchase of radio equipment, including installation, labor and programming to outfit these two pursuit vehicles, in the total amount of \$17,113.78.



FISCAL IMPACT: There is no impact to the General Fund. Funds, in the amount of \$115,402.00, were included in the Fiscal Year 2018/19 Asset Forfeiture Fund budget in Account No. 235-570-21-9003 (Asset Forfeiture Fund – Auto/Rolling Stock) for the purchase of these two pursuit vehicles. The total cost of these two vehicles is \$108,235.18.

ANALYSIS: Marked black and white police pursuit vehicles are heavily used seven days a week. When mileage increases on the vehicles, the dependability decreases because of the wear and tear. This fiscal year, two pursuit vehicles will be replaced: 1) a 2008 Dodge Charger (Unit 182) with 135,000 miles, and 2) a 2010 Dodge Charger (Unit 184) with 140,000 miles; these vehicles will be re-purposed and used as Community Service Officer Units.

BACKGROUND: The pursuit vehicles to be purchased are currently listed on the National Joint Powers Alliance (NJPA) contract #120716-NAF, with the National Auto Fleet Group of Watsonville, CA, and also listed on the State of California contract #1-14-23-10 A through G, Supplement 2. South Gate Municipal Code Section 1.54.510 D., permits the use of piggybacking onto a cooperative contract. Both the NJPA and the State of California have bid for this commodity, and any subsequent service, in a fair and competitive manner complying with the bid

requirements, as stated in the City's Municipal Code, therefore, no further bidding or quotes need to be obtained for this purchase.

- ATTACHMENTS:**
- A. National Auto Fleet Group Quotes
 - B. National Joint Powers Alliance, Contract Acceptance and Award,
NJPA Contract #120716-NAF
 - C. Quotes from Motorola/BearCom

National Auto Fleet Group

A division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 855 BUY-NJPA 626-457-5590
 855 289-6572 626-457-5593

January 16, 2019

Lt. Camacho
 South Gate Police Dept.
 8620 California Avenue
 South Gate, CA 90280
 Delivery Via Email

Dear Lt. Camacho,

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

National Auto Fleet Group will sell, service and deliver at South Gate, new/unused 2018 Ford Police Interceptor Utility responding to your requirement with the attached specifications for

Vehicle Patrol 2018	28,518.00	
WC 6649 (including sales tax)	13,040.69	14,110.85
Sub Total	41,558.69	42,628.85
Sales Tax	4,259.77	2,923.10
Tire tax	8.75	
Total	45,827.21	45,560.70
		x 2 vehicles
		<u>91,121.40</u>

These vehicles are available under the NJPA master vehicle contract# 102811.

Terms are net 30 days. There are units currently in inventory for this project.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

John Oviyach

John Oviyach
 National Account Law Enforcement Manager
 National Auto Fleet Group



WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
7/30/2018	7820

Name / Address
WONDRIES FORD 400 South Atlantic Boulevard Alhambra, CA 91801-3642 Attn: Accounts Payable

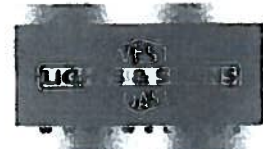
Item	Description	Qty	Cost	Total
	>> TO INSTALL THE FOLLOWING EQUIPMENT IN 2017 FORD UTILITY (PATROL UNIT) >> FOR CITY OF SOUTH GATE PD >> INSTALL RADIO EQUIPMENT AND REFURBISHEDTMA SUPPLIED BY DEPARTMENT >> BLACK OUT FOR TAIL LIGHTS LABOR	39	75.00	2,925.00
75.00/HOUR				
VALEMS-58AD	44" VALOR RED / BLUE FOR RSO	1	1,750.00	1,750.00T
WCFEH	FRONT END HARNESS, W/GXL & DXL WIRE	1	65.00	65.00T
FHL-CHG	06-NEWER FORD EXPLORER HEAD LIGHT FLASHER	1	51.60	51.60T
MPS650-BW	MICROPULSE BLUE/WHITE 6-LED LIGHTHEAD	1	68.00	68.00T
MPS600-RW	MICROPULSE 6 HOOD/GRILLE MOUNT, RED/WHITE	1	68.00	68.00T
36-2055	PUSH BUMPER ELITE, 2016 FORD UTILITY	1	240.31	240.31T
PBX-TC2L-3	2 LIGHT TOP CHANNEL FOR UTILITY & SEDAN	1	22.32	22.32T
MPS600U-BR	6-LED LIGHTHEAD, (BLUE/RED)	2	65.00	130.00T
MPS300U-W	MICROPULSE ULTRA (IN BUMPER LIGHT CHANNEL)	2	52.00	104.00T
CC-UV-PCFX14	MICROPULSE ULTRA 3-LED (WHITE) (SIDE OF BUMPER)	1	313.27	313.27T
	LOW- PROFILE CONSOLE W/ COMPUTER MOUNTING STUDS			
	>>AC-FDUV-MNT<<			
	>>FP-MXCL5000 (QTY 2)<<			
	>>FP-UNIT4<<			
	>>FP-BLNK1<<			
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	1	36.85	36.85T

Subtotal
Sales Tax (0.0%)
Total

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wclaus
 Fax # 951-779-9236 WCLS.US



PROPOSAL

Date	Estimate #
7/30/2018	7820

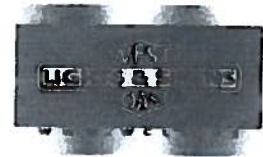
Name / Address
WONDRIES FORD 400 South Atlantic Boulevard Alhambra, CA 91801-3642 Attn: Accounts Payable

Item	Description	Qty	Cost	Total
TP-E-SLS-US-SS	RECESSED BACK PANEL, 50% POLYCARB, 50% SQUARE-HOLE PUNCHED DESIGN	1	608.11	608.11T
2-SAB-FDUV-DAP	2013-2017 FORD UTILITY DRIVER'S ADVANTAGE PARTITION MOUNTING KIT; W/ EXTRA SEAT BACK RECLINE	1	280.80	280.80T
KP-UV-DAP-SS	DRIVER ADVANTAGE 3 PC KICK PANEL FOR 2013-2017 FORD UTILITY	1	115.83	115.83T
PS-FDUV-OS-RL	REAR PARTITION W/LEXAN SQUARE GRID SIDE WINDOWS AND ABS SEAT W/OS BELT SYSTEM	1	1,222.60	1,222.60T
	3 PIECE ASSEMBLY >>TP-FDUV-RL<< >>PS-H-FDUV-OS<< >>PS-H-FDUV-MNT<<			
CP-UV-CARGO-XL	TILT-UP CARGO MOUNT FOR FORD UTILITY / EXTENDS ALL THE WAY TO REAR CAGE	1	306.77	306.77T
AC-UV-TRAY-H	EQUIPMENT TRAY FOR FORD UTILITY	1	175.50	175.50T
CP-UV-CO	UV CARGO ORGANIZER W/3 LOOSE DIVIDERS - 28" X 16" X 12"	1	395.00	395.00T
5026B	FUSE BLOCK STBLADE 12 CIRCUIT W/GND/CLR	1	29.73	29.73T
5028B	FUSE BLOCK ST BLADE 6 CIRCUIT	1	19.71	19.71T
7615B	AUTOMATIC TIMER DISCONNECT	1	125.13	125.13T
MPS600U-BA	6-LED LIGHTHEAD, BLUE/AMBER MICROPULSE ULTRA (HATCH LIGHTS W/SWITCH AND SHIM)	2	68.00	136.00T
Subtotal				
Sales Tax (0.0%)				
Total				

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 951-779-9257 trish@wcls.us
Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
7/30/2018	7820

Name / Address
WONDRIES FORD 400 South Atlantic Boulevard Alhambra, CA 91801-3642 Attn: Accounts Payable

Item	Description	Qty	Cost	Total
FHL-TAIL	FLASHER, TAILLIGHT, UNIVERSAL APPLICATIONS, 18" WIRE LEADS	1	57.81	57.81T
416900-BA	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER (REVERSE)	2	59.80	119.60T
7189B	150 AMP BREAKER	1	25.57	25.57T
CBB-BK	CIRCUIT BREAKER BRACKET FOR UTILITY	1	12.00	12.00T
USGT	GUN LOCK TIMER	1	38.32	38.32T
SC-1	SANTA CRUZ GUN LOCK S-C1 W STANDARD KEY	2	72.18	144.36T
FABRICATED	FABRICATION-SHOT GUN MOUNT	1	105.00	105.00T
SGPSLAPD/GRNGU..	SHOT GUN LESS LETHAL (GREEN GUN MOUNT) PASSENGER SIDE OF SUV	1	115.00	115.00T
SC-1901	SOLID ALUMINUM BUTT PLATE	2	19.50	39.00T
OMWV002FB	BUTT PLATE FOR WEAPON	2	10.50	21.00T
CK0069E-L	S T-RAIL MOUNT 1000B BLAC-BAC CUSTOM BLAC-BAC	1	490.00	490.00T
SHIPPING	SHIPPING	1	85.00	85.00
782-1636	3-OUTLET 12 VOLT RECEPTACLE	1	36.75	36.75T
WK0595TU12TPO	POLYCARBONATE WINDOW GAURD FOR A 2013 FORD INTERCEPTOR UTILITY	1	184.87	184.87T
DK0100TU12	TPO DOOR COVERING FOR A 2011-16 FORD INTERCEPTOR UTILITY	1	189.51	189.51T
SHIPPING	SHIPPING	1	22.00	22.00
ES100C	ES100 SPEAKER W/O BRACKET (MOUNTED ON RIGHT SIDE OF BUMPER)	1	158.00	158.00T
ESB-U	KIT, UNIVERSAL BAIL BRACKET, ALL VEHICLES	1	21.84	21.84T
DS-PAN-112	DOCKING STATION FOR CP-31 W/LIND POWER SUPPLY NO PASS THROUGH	1	708.06	708.06T
Subtotal				
Sales Tax (0.0%)				
Total				

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
UNIT "B"
RIVERSIDE, CA 92507

Phone # 951-779-9257 trish@wcls.us
Fax # 951-779-9256 WCLS.US



PROPOSAL

Name / Address
WONDRIES FORD 400 South Atlantic Boulevard Alhambra, CA 91801-3642 Attn: Accounts Payable

Date	Estimate #
7/30/2016	7820

Item	Description	Qty	Cost	Total
FABRICATED	FABRICATION-DOCKING STATION MOUNT W/ LEXAN DISC	1	85.00	85.00T
FABRICATED	FABRICATION-DUAL MIC HOLDER	1	30.00	30.00T
MM-SNGL	MAGNETIC MIC CONVERSION KIT	3	31.51	94.53T
FABRICATED	FABRICATION-BIKE RACKS FOR WESTIN BUMPER	1	199.00	199.00T
WCLAPD-004	INTERCEPTOR SEDAN/UTILITY BLACKOUT RELAY HARNESS	1	51.83	51.83T
JOB MATERIALS	REBUILD TMM AND SWITCH FOR BLACK OUT	1	216.00	216.00T
MNCT-8C	MNCT-8C NOISE CANCELING MIC	1	34.89	34.89T
RUMBLER-3	AMP / TIMER & 2-SPKRS	1	369.07	369.07T
RB-FPTU16	RUMBLER BRACKET FOR 2016 UTILITY	1	27.30	27.30T
FABRICATED	FABRICATION-DUAL STACK RADIO MOUNT	1	35.00	35.00T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	175.00	175.00T

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #19878

NOTE: SALES TAX WILL BE CHARGED ON ANY INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS PER NEW CALIFORNIA STATE BOE REGULATIONS.

Subtotal	\$13,080.84
Sales Tax (0.0%)	\$1,030.01 80.00
Total	\$14,110.85 \$13,080.84

x 2 vehicles
\$28,221.70

**FORM E
CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)


NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coovelle
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract #: 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title FLEET MANAGER


VENDOR AUTHORIZED SIGNATURE

JESSE COOLEY
(NAME PRINTED OR TYPED)

Executed on 1-16 2017

NJPA Contract #: 120716-NAF



Quote Number: QU0000465987
 Effective: 28 JAN 2019
 Effective To: 29 MAR 2019

Bill-To:
 SOUTH GATE, CITY OF
 8620 CALIFORNIA AVE
 SOUTH GATE, CA 90280
 United States

Attention:
 Name: Lieutenant Sergio Camacho
 Email: scamacho@sogate.org
 Phone: 323-563-5457

Sales Contact:
 Name: Christine Toth
 Email: christine.toth@bearcom.com
 Phone: 5173760485

Contract Number: LA COUNTY (CA)
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	\$4,770.00	\$3,482.10	\$6,964.20
1a	2	GA01513AA	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	\$95.00	\$69.35	\$138.70
1b	2	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$105.12
1c	2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1d	2	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$336.00
1e	2	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	\$740.00	\$540.20	\$1,080.40
1f	2	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$799.00	\$583.27	\$1,166.54
1g	2	G67DF	ADD: REMOTE MOUNT MP	\$297.00	\$216.81	\$433.62
1h	2	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$515.00	\$375.95	\$751.90
1i	2	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$315.36	\$630.72
1j	2	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1k	2	G51AT	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$1,095.00	\$2,190.00
1l	2	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$43.80	\$87.60
1m	2	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	-	-	-
1n	2	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$219.00	\$438.00
1o	2	GA09001AA	ADD: WI-FI CAPABILITY	\$300.00	\$219.00	\$438.00
1p	2	GA09007AA	ADD: OUT OF THE BOX WI-FI PROVISIONING	-	-	-
2	90	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$90.00
3	750	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$1.00	\$750.00

Estimated Tax Amount

Total Quote in USD

Sub-total \$15,600.80
~~\$1,599.08~~
 10.25% sales tax \$1,512.98
~~\$17,199.88~~
\$17,113.78

PRICING BASED ON LA COUNTY CONTRACT

PO Issued to Motorola Solutions Inc. must:
 >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

RECEIVED

FEB 20 2019

City of South Gate
CITY COUNCIL

Item No. 18

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:15pm

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes

City Manager:

Michael Flad
Michael Flad

SUBJECT: PURCHASE OF FIVE ELECTRIC, ZERO EMISSION VEHICLES FROM THE NATIONAL AUTO FLEET GROUP THROUGH SOURCEWELL FOR THE DEPARTMENT OF PUBLIC WORKS

PURPOSE: The City Council approved funding to purchase and replace five vehicles for the Public Works Department in the 2018/19 Fiscal Year Budget. Staff is seeking authorization to purchase the vehicles. The City Council should be aware that this is part of a multifaceted vehicle replacement strategy that, amongst other things, enables the City to reduce the cost of operating and maintaining public works vehicles.

RECOMMENDED ACTIONS:

- a. Authorize the purchase of five Chevy Bolt Electric Vehicles from National Auto Fleet Group through Sourcewell, in an amount not-to-exceed \$193,291; and
- b. Authorize the Mayor to execute the documents necessary to purchase the vehicles in forms acceptable to the City Attorney.

FISCAL IMPACT: Funds, in the amount of \$193,291, were included in the Fiscal Year 2018/19 budget for this purchase with \$143,291 coming from AQMD Subvention Funds (Account No. 223-610-49-9003) and \$50,000 coming from AQMD Grant Funds.

ANALYSIS: A total of \$175,000 was budgeted in the 2018/19 Fiscal Year Budget to purchase five fuel efficient vehicles for the Public Works Department. Subsequently, the City Council appropriated an additional \$50,000 in funds after the City was awarded a grant from AQMD. The grant is under the Mobile Source Air Pollution Reduction Review Committee (MSRC) Grant Program, which requires fully electric, zero emission vehicles.

To receive competitive pricing, staff proposes the vehicles to be purchased through the cooperative contract purchasing program offered by Sourcewell (formerly known as the National Joint Powers Alliance). This cooperative contract purchasing program leverages national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. Sourcewell establishes and provides competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. This approach to purchasing vehicles complies with the City's Municipal Code requirements, identified in Section 1.54. 510D which indicates that the City is allowed to use the competitive bid process that was already completed by another government agency rather than spending the valuable time and effort to repeat this process.

BACKGROUND: The Public Works Department (Department) operates a fleet of 89 vehicles. The fleet is a "tool" for employees to accomplish a mission of the Department: operations and maintenance

of infrastructure. Reliability of the fleet is key to meeting this mission. The Department's fleet is aging and reliability has become an issue. Some vehicles are over 30 years old, break down often and are costly to maintain. Staff is proposing that five vehicles be replaced (Nos. 242, 225, 656, 667, and 602) at this time. Assigned to facilities operations staff, the vehicles are 22 to 32 years old, are unreliable, and are costly to maintain

The vehicles proposed to be purchased are zero emission, fully electric. At a cost of \$38,658 each, the 2019 Chevy Bolt EV 5 door LT are passenger-sized vehicles. The Chevy Bolt is highly reliable and rated at 238 miles on a full charge which is more than twice the range of similarly priced electric vehicles such as the Volkswagen e-Golf. Electric vehicles reduce fuel costs and are environmentally friendly.

The City Council should be aware that this vehicle purchase is also a part of the Public Works Department's vehicles replacement strategy. The strategy aims to reduce the costs of operating and maintaining the City's fleet of vehicles. The strategy also aims to "right-size" the City's fleet. "Right-sizing" is a management process that aligns the total number and size of vehicles with the needs of the Department and its employees, amongst other things. Right-sizing is key to reducing costs of owning a fleet. The "right-sizing" proposed here is the following:

- Purchase and assign the five passenger-sized electric vehicles to the Field Operations Manager, Superintendents and Engineering (Management).
- Re-assign the larger F-150 trucks currently assigned to Management to the Public Works Foreman.
- Re-assign the F-350 trucks currently assigned to Foreman to Public Works operations staff.
- Surplus five vehicles currently assigned to operations staff.

City Council approval to purchase the vehicles will enable Public Works to implement the specified plan.

ATTACHMENTS: A. Chevy Bolt EV, Quote
B. Sourcewell Combined RFP
C. Sourcewell Acceptance and Award
D. National Auto Fleet Contract 120716

CC:lc



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

1/30/2019

Quote ID: 9549

Order Cut Off Date: TBA

Mr Chris Castillo
 City of South Gate
 4244 Santa Ana Street
 South Gate, California, 90280

Dear Chris Castillo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
Five (5) New/Unused (2019 Chevrolet Bolt EV (1FB48) 5dr Wgn LT, Factory Order) and delivered to your specified location, each for

	One Unit	Extended Unit's (5)
Contract Price	\$35,056.16	\$175,280.79
Factory Order	\$0.00	\$0.00
Tax (10.2500 %)	\$3,593.26	\$17,966.30
Tire fee	\$8.75	\$43.75
Total	\$38,658.17	\$193,290.84

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497

Quoting Department
 Account Manager
 Fleet@NationalAutoFleetGroup.com
 (855) 289-6572



GMC

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
Code	Description
EN0	ENGINE, NONE, (STD)
TRANSMISSION	
Code	Description
MMF	ELECTRIC DRIVE UNIT, (200 HP [150 KW] 266 LB-FT OF TORQUE [360 N-M]), (STD)
PREFERRED EQUIPMENT GROUP	
Code	Description
2LT	LT PREFERRED EQUIPMENT GROUP, includes Standard Equipment
WHEELS	
Code	Description
RNW	WHEELS, 17" (43.2 CM) PAINTED ALUMINUM, (STD)
TIRES	
Code	Description
QBM	TIRES, P215/50R17 ALL-SEASON BLACKWALL, MICHELIN SELFSEAL PUNCTURE-SEALING, (STD)
PAINT	
Code	Description
GAZ	SUMMIT WHITE, (Includes (TUS) Black grille.)
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TYPE	
Code	Description
AR7	SEATS, FRONT BUCKET, (STD)
SEAT TRIM	
Code	Description
HO2	DARK GALVANIZED/SKY COOL GRAY, DELUXE CLOTH SEAT TRIM
RADIO	

Code	Description
IOB	AUDIO SYSTEM, CHEVROLET INFOTAINMENT SYSTEM, with 10.2" diagonal LCD color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice command pass-through to phone; featuring Apple CarPlay and Android Auto capability for compatible phone (STD)
ADDITIONAL EQUIPMENT	
Code	Description
CBT	DC FAST CHARGING
TUS	GRILLE, BLACK
VKD	LICENSE PLATE BRACKET, FRONT MOUNTING

2019 Fleet/Non-Retail Chevrolet Bolt EV 5dr Wgn LT

INDOW STICKER

2019 Chevrolet Bolt EV 5dr Wgn LT

CODE	MODEL	MSRP
1FB48	2019 Chevrolet Bolt EV 5dr Wgn LT	\$36,620.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
EN0	ENGINE, NONE, (STD)	\$0.00
MMF	ELECTRIC DRIVE UNIT, (200 HP [150 KW] 266 LB-FT OF TORQUE [360 N-M]), (STD)	\$0.00
2LT	LT PREFERRED EQUIPMENT GROUP, includes Standard Equipment	\$0.00
RNW	WHEELS, 17" (43.2 CM) PAINTED ALUMINUM, (STD)	\$0.00
QBM	TIRES, P215/50R17 ALL-SEASON BLACKWALL, MICHELIN SELFSEAL PUNCTURE-SEALING, (STD)	\$0.00
GAZ	SUMMIT WHITE, (Includes (TUS) Black grille.)	\$0.00
—	STANDARD PAINT	\$0.00
AR7	SEATS, FRONT BUCKET, (STD)	\$0.00
HO2	DARK GALVANIZED/SKY COOL GRAY, DELUXE CLOTH SEAT TRIM	\$0.00
IOB	AUDIO SYSTEM, CHEVROLET INFOTAINMENT SYSTEM, with 10.2" diagonal LCD color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice command pass-through to phone; featuring Apple CarPlay and Android Auto capability for compatible phone (STD)	\$0.00
CBT	DC FAST CHARGING	\$750.00
TUS	GRILLE, BLACK	INC
VKD	LICENSE PLATE BRACKET, FRONT MOUNTING	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$37,370.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$875.00
TOTAL PRICE	\$38,245.00

Est City: MPG
 Est Highway: MPG
 Est Highway Cruising Range: 0.00 mi

ny performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine, none
Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])
Final drive ratio, 7.05:1
Front wheel drive
Suspension, Performance ride and Handling
Suspension, front independent
Suspension, rear, semi-independent, compound crank
Battery, 60 kWh, Propulsion, Lithium-ion, Rechargeable Energy Storage System
Charge cord, 120-volt, portable
Fuel, none
Alternator, none
Chassis, standard
Electric Propulsion
Electronic Precision Shift, electronic transmission range selector with Low selection for throttle off regenerative braking
Electronic Precision Shift, button and trigger based transmission interface
Charging module, 7.2 kW high-voltage
Battery, 12-volt with rundown protection
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock, 4-wheel disc
Keyless start, push button
Brake, electronic parking
Regen on Demand, steering wheel paddle, regenerative braking

EXTERIOR

Wheels, 17" (43.2 cm) painted aluminum
Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing
Recovery hook, front
Recovery hook, rear
Headlamp control, automatic on and off
Headlamps, high intensity discharge, low and high beam projector
Lamp, center high-mounted stop/brake (CHMSL), LED
Lamps, stop and tail, LED
Mirrors, outside heated power-adjustable, Black, manual-folding
Glass, solar absorbing
Wipers, front intermittent, variable with washers
Wiper, rear intermittent with washer

Door handles, body-color

Liftgate handle

ENTERTAINMENT

Audio System, Chevrolet Infotainment System with 10.2" diagonal LCD color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice command pass-through to phone; featuring Apple CarPlay and Android Auto capability for compatible phone

Audio system feature, 6-speaker system

Audio system feature, USB ports (2) and auxiliary input jack, located in front center console

SiriusXM Radio Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the app and online is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 months or 3GB (whichever comes first) (Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Antenna, roof-mounted, shark-fin

INTERIOR

Seats, front bucket

Seat, rear 60/40 split-folding

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

Head restraints, front, adjustable (up/down)

Head restraints, rear, outboard seats, articulating

Console, floor with sliding armrest and covered storage

Power outlet, auxiliary, located forward of the front storage bin

Floor mats, carpeted front

Floor mats, carpeted rear

Steering column, tilt and telescopic

Steering wheel, 3-spoke, deluxe

Steering wheel controls, mounted audio, phone and cruise control

Instrumentation, digital with mph speedometer

Driver Information Center 8" diagonal enhanced multi-color configurable graphic display with 3 themes and energy-use monitors

Outside temperature display located in the Driver Information Center

Display, vehicle efficiency with programmable charge times
Drive mode control switch (Normal and Sport)
Charge control, programmable time of day with charging status indicator light on instrument panel
Charge control, location based, selectable GPS enabled with programmable "home" charging setting
Windows, power with driver Express-Up and Down
Windows, power with front passenger Express-Down
Windows, power with rear Express-Down
Door locks, power programmable with lockout protection
Lock control, liftgate, power remote lock/unlock
Keyless Open, passive unlock and lock on all doors and liftgate
Remote Keyless Entry, extended range with remote start, panic button and door lock/unlock functions
Remote vehicle starter system includes Remote Keyless Entry
Cruise control, electronic with set and resume speed
Theft-deterrent system, electrical, unauthorized entry
Theft-deterrent system, immobilizer
Theft-deterrent alarm system, content theft alarm
Remote panic alarm
Air conditioning, single-zone automatic climate control
Air filter, cabin
Sensor, cabin humidity
Defogger, rear-window electric
Heat ducts, rear (Deleted when (K1T) Rear Seat Delete Package is ordered.)
Glovebox, passenger-side
Cup holders, 2 front and 2 rear
Mirror, inside rearview manual day/night
Visors, driver and front passenger sliding vanity mirrors, covered
Assist handles, 2, rear outboard with rear coat hooks
Lighting, interior, ambient LED-based front reading lights, dome and incandescent cargo area lamp
Lighting, ambient, LED-based door light pipes
Shift knob, leather-trimmed with satin silver and chrome accents
Storage, in front of shifter and driver and front passenger door panels
Door handles, inside, chrome
Charge cord, mode 2 charging, NEMA 5 to type-1 vehicle connector (Deleted when (K1T) Rear Seat Delete Package is ordered.)
Cargo cover
Storage, rear cargo area, intended for charging cord, covered

AFETY

StabiliTrak, stability control system with Traction Control
Pedestrian safety signal, automated external sound generator at low speeds alerts pedestrians of vehicle presence

Daytime Running Lamps, LED with signature lighting

Airbags, driver and front passenger dual-stage frontal includes Passenger Sensing System; roof-rail side-impact and thorax side-impact seat-mounted for front and rear outboard seating positions; driver and front passenger knee (Deleted when (K1T) Rear Seat Delete Package is ordered, replaced with (AYG) airbags. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit www.onstar.com for coverage map, details and system limitations. Services vary by model.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See onstar.com for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

Rear Vision Camera

Seat belts, 3-point, driver and front passenger includes pretensioners and load limiters

Seat belts, 3-point, rear outboard and center position

Restraint provisions, child, Isofix 2 point only, point/latch, includes 3 top tether points (Deleted when (K1T) Rear Seat Delete Package is ordered.

Seat belt indicator, driver

Seat belt indicator, front passenger

Door locks, rear child security

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats

Teen Driver mode configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, manual learn

Tire Fill Alert



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

RFP Opening

DECEMBER 8, 2016

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120716

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120716 VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. Details of this RFP are available beginning October 21, 2016. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 7, 2016 at 4:30 p.m. Central Time at the above address and opened December 8, 2016 at 8:30 a.m. Central Time.

RFP Timeline

- October 21, 2016** **Publication of RFP** in the print and online version of *USA Today*, in the print and online version of the *Salt Lake Tribune* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note to OR entities: this pertains to <http://www.njpacoop.org/oregon-advertising>), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
- November 16, 2016** **Pre-Proposal Conference** (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
- November 30, 2016** **Deadline for RFP questions.**
- December 7, 2016** **Deadline for Submission of Proposals.** Late responses will be returned unopened.
- December 8, 2016** **Public Opening of Proposals.**
- 10:00 a.m. CT**
- 4:30 p.m. CT**
- 8:30 a.m. CT**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of | VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES. |

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to |VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, |**this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Automobile Category: mini, subcompact, compact, coupe, sedan, gas, diesel, hybrid, electric, alternative fuel

Utility Category: two-wheel drive, four-wheel drive, gas, diesel, hybrid, electric, alternative fuel

Van Category: cargo, passenger, gas, diesel, hybrid, electric, alternative fuel

Police, Safety and Rescue Category: mini, subcompact, compact, coupe, sedan, van, utility, truck, motorcycle, gas, diesel, hybrid, electric, alternative fuel
Truck Category: half ton, three-quarter ton, one ton, gas, diesel, hybrid, electric, alternative fuel.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 RFP respondents may include in their response vehicles that are larger than the vehicles listed in Section 3.17.1.1 above, provided that these offerings are merely complementary to the respondent's primary offering.

Respondents may include "related equipment, accessories, and services" in their response to the extent that these solutions are an incidental portion of their proposal. The primary focus of this solicitation is on vehicles, cars, vans, SUVs, and light trucks and not on a respondent's ability to provide turnkey solutions by upfitting for a particular purpose.

This RFP should NOT be construed to include responses that contain school buses or city transit vehicles. Any portions of a response including such solutions will be disregarded.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to

obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 [This section is intentionally blank.]

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.31.2.2 identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.31.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.37 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** to Jonathan Yahn at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Jonathan Yahn at (218) 895-4144. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them with an atomic clock.** At the time of the public opening, the NJPA Director of Contracts and Marketing or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$150 Million.** Vendors are expected to anticipate additional volume of potential government, education and non-profit agencies that would find value in a NJPA national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material

costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer’s marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer’s response. NJPA may, however, consider additional information outside the Proposer’s response. This research may include such sources as the Proposer’s website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for “Widgets and Related Products and Services.” NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award

Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing

to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 For Texas motor vehicle sales, the administrative fee cannot be based on the amount purchased by a member under the contract. Accordingly, the administrative fee in such cases will be \$400 per purchase order (PO), irrespective of the number of vehicles included in the PO.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 **Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 **Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. “Green” characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery

requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.8 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request special services through a “Hub Partner” for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.10 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.13 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.13.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.13.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.13.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.13.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.13.6 The Vendor fails to properly report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.14 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

8.2 [This section is intentionally blank.]

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and

financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

K. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES** industry.
- 2) Provide a detailed description of the products and services that you are offering in your proposal.
- 3) What are your company’s expectations in the event of an award?
- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 5) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 6) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 7) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 8) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 9) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 10) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 11) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 12) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 13) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 14) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 15) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 16) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 17) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 18) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 19)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 20) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 21) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 22) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 23) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.
- 24) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

25) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

26) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

27) Describe any technological advances that your proposed products or services offer.

28) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

29) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

30) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

31) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for **VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120716 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20____ NJPA Contract Number #120716

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20____ NJPA Contract Number #120716

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20____ NJPA Contract Number #120716

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.
- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA’s Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, “Acme Widget Company #012416-AWC eff. 01-01-2017.”

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new “effective date” on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete “Pricing” details.

Section 2. Vendor Name and Type of Change Request

AWARDED VENDOR NAME:

NJPA CONTRACT NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

Yes No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)
 To that certain
NJPA RFP #120716
 Issued by
 National Joint Powers Alliance®
 For the procurement of

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Consider the following to be part of the above-titled RFP: Pre-Proposal Conference.

Because some prospective vendors may have had difficulty accessing our originally scheduled pre-proposal conference, we are providing another conference. You do not need to attend this conference in order to respond to the RFP, but it is highly recommended. It will be held **November 23, 11 a.m. CT.**

Topic: Vehicles, Cars, Vans, SUVs, & Light Trucks with Related Equipment, Accessories, and Services

Host: National Joint Powers Alliance

Date and Time:

Wednesday, November 23, 2016 11:00 am, Central Standard Time (Chicago, GMT-06:00)

Wednesday, November 23, 2016 12:00 pm, Eastern Standard Time (New York, GMT-05:00)

Wednesday, November 23, 2016 9:00 am, Pacific Standard Time (San Francisco, GMT-08:00)

Wednesday, November 23, 2016 10:00 am, Mountain Standard Time (Arizona, GMT-07:00)

Event number: 660 414 994

Registration password: This event does not require a password for registration

To view in other time zones or languages, please click the link:

<https://njpa.webex.com/njpa/onstage/g.php?MTID=e1d362d785372a206a9e12e120811c627>

 To join the audio conference only

US TOLL: +1-415-655-0001

Global call-in numbers: <https://njpa.webex.com/njpa/globalcallin.php?serviceType=EC&ED=491351762&tollFree=0>

Access code: 660 414 994

 For assistance

You can contact National Joint Powers Alliance at:

vidcon@njpacoop.org

<https://www.webex.com>

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

Acknowledgment of Addendum One (1) to RFP 120716 emailed on November 16, 2016.

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coquet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: 72 Hoot LLC, DBA National Aero fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A		None taken	

Proposer's Signature: _____

Date: 12-5-16

NJPA's clarification on exceptions listed above:



Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOOT LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature:  JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

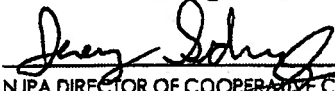
NJPA Contract #: 120716-NAF


Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coquet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

66

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOOT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group

Questionnaire completed by: Jesse Cooper

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage." or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____



Date: 12-6-16

RECEIVED

City of South Gate

Item No. 19

CITY COUNCIL

FEB 20 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

3:10pm

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Public Works

Department Director:

Arturo Cervantes
Arturo Cervantes

City Manager:

Michael Flad
Michael Flad

SUBJECT: NOTICE OF COMPLETION FOR THE SOUTH GATE POLICE DEPARTMENT WELLNESS CENTER, CITY PROJECT NO. 552-ARC

PURPOSE: Construction of the South Gate Police Department Wellness Center (Project) is complete and the retention payment to the contractor is due. Section 7107 of the Public Contract Code requires the City to accept completion of the project and issue public notice of such, prior to releasing the retention payment.

RECOMMENDED ACTIONS:

- a. Accept completion of construction of the South Gate Police Department Wellness Center, City Project No. 552-ARC, effective January 4, 2019; and
- b. Direct the City Clerk to file a Notice of Completion with Los Angeles County Recorder's Office.

FISCAL IMPACT: The total Project budget was \$460,000 and funded with Asset Forfeiture Funds, in Account No. 100-501-21-9100. The table below summarizes the budget:

Project Component	Account No. 100-501-21-9100
Final Design Costs	\$42,610
Original Contract Amount	\$318,187
Change Order No. 1	\$3,463
Change Order No. 2	-\$12,241
Change Order No. 3	\$4,447
Change Order No. 4	-\$19,695
Final Contract Total	\$294,161
*Final Project Management & Inspection	\$15,000
Project Total	\$351,771

*This is an estimated amount. Staffing cost will continue to be incurred to fund project close out activities, such as processing final payment and releasing retention payment.

ALIGNMENT WITH COUNCIL GOALS: This Project meets the City Council's goal for "Continuing Infrastructure Improvements of City Amenities & Enhancements." The goal identified in the 2018/19 Work Program is to complete the construction of the Wellness Center.

ANALYSIS: The Public Contract Code establishes requirements that the City must abide to prior to releasing the final payment on construction projects. The Notice of Completion provides written notice

to concerned parties that all work on the project has been completed. The Notice of Completion initiates the period within which concerned parties may exercise their lien rights for the work they performed on the project. The City may use a part or all of the retention payment to settle any liens exercised against the City.

BACKGROUND: This project is the second of two projects that were implemented to optimize the design of the Emergency Operations Center and the Wellness Center. These two facilities used to share space in the basement of the South Gate Police Department. The basement has since been converted to a dedicated Emergency Operations Center. The new Wellness Center was constructed under the subject project.

The project entailed converting an existing one-story storage area to a one-story wellness center. The project entailed constructing a new building structure fully equipped with utilities. The building features an open exercise space, gym equipment and a restroom.

Inclusive of the four owner-initiated change orders, the final contract amount is \$294,161. These Contract Change Orders resulted in a credit to the City in the amount of \$24,026. All Contract Change orders were approved administratively in accordance with South Gate Municipal Code Section 1.54.610, with a summary following:

- Contract Change Order No. 1 was approved on July 30, 2018, in the amount of \$3,463. This change order was to construct a 7" curb footing to adjust the grade outside the building.
- Contract Change Order No. 2; is a credit to the City in the amount of \$12,241, for addition and deletion of certain bid items from the contract. For example, deletion of training equipment and addition of LED light fixtures.
- Contract Change Order No. 3 was approved on September 27, 2018, in the amount of \$4,447 to construct additional electrical outlets inside the building.
- Contract Change Order No. 4 is a credit to the City in the amount of \$19,695, for adjustment of final quantities in the bid items.

On May 8, 2018, the City Council approved Contract No. 3440 with R S Construction and Development Inc., in the amount of \$318,187 for the construction of the South Gate Police Department Wellness Center, City Project No. 552-ARC. Construction began on May 23, 2018, and was field accepted as completed by City staff on January 4, 2019. The final construction cost was in the amount of \$294,161.

Staff delivered the project \$108,229 below the \$460,000 budget.

ATTACHMENTS: A. Notice of Completion
B. Contract Change Order No. 1 to 4

ES:lc

RECORDING REQUESTED BY

AFTER RECORDING MAIL TO

CITY CLERK OFFICE
CITY OF SOUTH GATE
8650 CALIFORNIA AVENUE
SOUTH GATE, CA 90280

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE is hereby given that:

- 1 The undersigned is owner of the interest stated below in the property hereinafter described;
- 2 The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

FULL NAME	FULL ADDRESS	NATURE OF TITLE
City of South Gate	8650 California Avenue South Gate, CA 90280	In Fee

- 3 The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
- 4 A work of improvement on the property hereinafter described was COMPLETED ON Jan. 4, 2019
- 5 The name of the CONTRACTOR, if any, for such work of improvement was RS Construction and Development Inc.
1042 N. Mountain Avenue, Ste B-552, Upland, CA 91786

- 6 The property on which said work of improvement was completed is in the City of South Gate, County of Los Angeles, State of California, and is described as follows:

SOUTH GATE POLICE DEPARTMENT WELLNESS CENTER, CITY PROJECT NO. 552-ARC

- 7 The street and address of said property is: 8620 California Avenue Dated: February 26, 2019
- 8 Signature of _____ }

Owner or Owners María Belén Bernal, Mayor, City of South Gate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } SS

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
20____, by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature: _____

Place Notary Seal Above

**CITY OF SOUTH GATE
Public Works Department**

CONTRACT CHANGE ORDER NO. 4

Date: 12/5/2018

**PROJECT DESCRIPTION:
POLICE DEPARTMENT WELLNESS CENTER PROJECT**

PROJECT NO: 552-ARC

PURCHASE ORDER NO: 000 4667

**CONTRACTOR: RS CONSTRUCTION & DEVELOPMENT
CONTRACT #: 3440**

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

The Contractor is hereby directed to make the hereto described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	U/M	QUANTITY	UNIT PRICE	TOTAL
9	EA	-2	\$250.00	(\$500.00)
14	SF	-220	\$6.00	(\$1,320.00)
15	SF	-220	\$10.00	(\$2,200.00)
27	SF	-85	\$15.00	(\$1,275.00)
28	SF	-485	\$6.00	(\$2,910.00)
29	SF	-110	\$15.00	(\$1,650.00)
32	SF	-180	\$4.00	(\$720.00)
33	SF	-400	\$5.00	(\$2,000.00)
34	SF	-145	\$5.00	(\$725.00)
35	SF	-145	\$4.00	(\$580.00)
45	EA	-4	\$350.00	(\$1,400.00)
58	EA	-1	\$1,200.00	(\$1,200.00)
59	EA	1	\$950.00	\$950.00
72	LS	1	-\$4,165.00	(\$4,165.00)
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:				(\$19,695.00)

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contractor for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION:

- Bid Item No. 9: No longer required.
- Bid Item No. 14: Actual quantity measured at the site is 1,180 SF
- Bid Item No. 15: Actual quantity measured at the site is 1,180 SF
- Bid Item No. 27: Actual quantity measured at the site is 65 SF
- Bid Item No. 28: Actual quantity measured at the site is 115 SF
- Bid Item No. 29: Actual quantity measured at the site is 115 SF
- Bid Item No. 32: Actual quantity measured at the site is 200 SF
- Bid Item No. 33: Actual quantity measured at the site is 200 SF
- Bid Item No. 34: Actual quantity measured at the site is 65 SF
- Bid Item No. 35: Actual quantity measured at the site is 65 SF
- Bid Item No. 49: Only one Audio Visual shelf is required. Bid Item is therefore reduced by four. (-4)
- Bid Item No. 58: Only one unit is installed, Bid Item is therefore reduced by one. (-1)
- Bid Item No. 59: Original bid schedule identified one, a unit correction of one (1) is required to provide proper exterior lighting.
- Bid Item No. 72: Bid item originally included the trenching (removing of soil, asphalt, and concrete), installation and connection of new copper pipe, recompacting soil, and installing new asphalt and concrete. The new water line would have connected to the existing Police Department Building located west of the project site. In lieu of the original bid item work description, the new water line will connect to a water meter located on San Antonio Ave adjacent to the Police Department parking gate, and will be installed concurrently with the sewer lateral. By sharing the sewer lateral trench the contractors scope is reduced by 70% and equating to a cost of \$2,550 (reduction of \$4,165.00)

CONTRACT VARIANCE SUMMARY					
CCO #	Amount	%	Time	Date Approved	
1	\$1,463.00	1.09%		6/21/2018	
2	(\$12,240.83)	-3.85%		9/6/2018	
3	\$4,447.20	1.40%	3	9/25/2018	
4	(\$19,695.00)	-6.19%	35	12/5/2018	
Total	(\$24,025.63)	-7.55%	38		
Original Contract Amount		\$318,187.50	Revised Contract Amount		\$294,161.87
Date Started: 4/23/2018		Original Completion Date: 10/11/2018		Revised Completion Date: 12/7/2018	

AUTHORIZATION BY CITY:

Recommended for approval by: *J. Torres* 12/10/2018 Date: _____
 Guillermo Torres, Assistant Engineer Clint Herrera, City Engineer

Approved by: _____ Date: _____
 Arturo Cervantes, Assistant City Manager/ Public Works Director Jackie Acosta, Finance Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: *D. Serna* Title: President
 RS Construction & Development, Contractor
 Signature: _____ Date: _____

CITY OF SOUTH GATE

Public Works Department

CONTRACT CHANGE ORDER NO. 3

Date: 9/25/2018

PROJECT DESCRIPTION:

POLICE DEPARTMENT WELLNESS CENTER PROJECT

PROJECT NO: 552-ARC

PURCHASE ORDER NO: 000 4667

CONTRACTOR: RS CONSTRUCTION & DEVELOPMENT

CONTRACT #: 3440

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM		U/M	QUANTITY	UNIT PRICE	TOTAL
S-5	Installation of seventeen (17) additional electrical outlets to the project, installation of two ceiling fans, and installation of 3/4" conduit adjacent to the entry door located on the west wall	LS	1	\$4,447.20	\$4,447.20
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					\$4,447.20

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION:


Supplemental No. 5 (S-5):
 The Police Department requested seventeen (17) additional outlets installed at various locations within the project building. The additional outlets were requested by the Police Department to ensure electrical accessibility for equipment without creating trip hazards and for future use.
 The installation of 3/4" empty conduit around the door located on the west wall, is requested by the Police Department for the purpose of installing security access controls at a later date by their security access consultant.
 The Police Department requested the purchase and installation of the two ceiling fans and therefore required additional electrical conduit and wiring installed by the contractor, that was not originally included in the project bid schedule or plans.

CONTRACT VARIANCE SUMMARY				
CCO #	Amount	%	Time	Date Approved
1	\$3,463.00	1.09%		6/21/2018
2	(\$12,240.83)	-3.85%		9/6/2018
3	\$4,447.20	1.40%	3	9/25/2018
Total	(\$4,330.63)	-1.36%	3	
Original Contract Amount		\$318,187.50	Revised Contract Amount	
Date Started: 5/23/2018		Original Completion Date: 10/11/2018	Revised Completion Date: 10/16/2018	

AUTHORIZATION BY CITY:

Recommended for approval by:

 9/27/2018
Guillermo Petra, Assistant Engineer

 Date: 9/27/18
Clint Herrera, P.E., Assistant City Engineer

Approved by:

Arturo Cervantes, P.E., Public Works Director/City Engineer

Jackie Acosta, Finance Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: HUGO GODINEZ Title: 09/26/18
RS Construction & Development, Contractor

Signature:  Date: 09/26/18

CITY OF SOUTH GATE

Public Works Department

CONTRACT CHANGE ORDER NO. 2

Date: 8/30/2018

PROJECT DESCRIPTION:

POLICE DEPARTMENT WELLNESS CENTER PROJECT

PROJECT NO: 552-ARC

PURCHASE ORDER NO: 000 4667

CONTRACTOR: RS CONSTRUCTION & DEVELOPMENT

CONTRACT #: 3440

DESCRIPTION OF CHANGES AND/OR EXTRA WORK:

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM		U/M	QUANTITY	UNIT PRICE	TOTAL
4	Purchase and install light fixture Amerlux (4000K) 4 foot LED wrap Fixture with 0-10V Dimmer per plan	EA	1	\$800.00	\$800.00
6	Purchase and install 14' TRX Multi Mount (trxtraining.com) TTZ per plan	EA	-1	\$2,800.00	(\$2,800.00)
7	Purchase and install Flat Screen TV Mount Titan Series Full Motion Wall mount for large 32-60 inch TVs 175 lbs installed per plan	EA	-1	\$800.00	(\$800.00)
8	Purchase and install Closet Hanging Rod 6 ft long; Thickness 1-5/16" Heavy Duty Brush Nickel with Brush Nickel Closet Pole Sockets installed in the closet	EA	-2	\$150.00	(\$300.00)
18	Purchase and install Toilet Kohler Highline K-3658, Kohler toilet seat K-4731-C, and Kohler touchless flush kit K-1954 per plan	EA	-1	\$550.00	(\$550.00)
23	Purchase and install Urinal Kohler ADA compliant Dexter	EA	-1	\$350.00	(\$350.00)
24	Purchase and install Urinal Kohler ADA Compliant Partition	EA	-1	\$750.00	(\$750.00)
36	Purchase and install Intense Lighting (4000K) 19W Recessed LED Downlight with 0-10V Dimming for bathroom and janitor closet per plan	EA	-1	\$800.00	(\$800.00)
38	Purchase and install Metalux (4000K) 25W Surface mounted 4 foot LED Strip light with 0-10V Dimming	EA	-1	\$800.00	(\$800.00)
39	Purchase and install Ceiling Drywall in electrical closet; Ceiling Texture Smooth Finish per plan	SF	-60	\$5.00	(\$300.00)
40	Purchase and paint ceiling (1 coat) and primer (1 coat) using Behr Premium Plus Ultra with stain blocker	SF	-60	\$4.00	(\$240.00)
41	Purchase and install Wall Drywall in electrical closet; Wall Texture Smooth Finish per plan	SF	-160	\$5.00	(\$800.00)
42	Purchase and paint wall (1 coat) and primer (1 coat) using Behr Premium Plus Ultra with stain blocker	SF	-160	\$4.00	(\$640.00)
43	Purchase and install Carrier FX4DNF005L00 / Carrier 25HCC542A003 per plan	LS	-1	\$19,000.00	(\$19,000.00)
44	Purchase and install Audio Visual Closet Glass Door 18' wide x 40" High with hinges, door handle, and rubber door bumpers per plan	Pair	-1	\$750.00	(\$750.00)

51	Purchase and Install Electrical Closet Door: Width 2'8" Height 7', thickness 1/4"; Door Material: Metal with factory paint and metal louver, Door Frame: HM with paint and primer; Door Hardware (HW) set #EC	EA	-1	\$2,100.00	(\$2,100.00)
52	Purchase and Install Interior Closet: pair of doors Width 2'8", Height 7', thickness 1/4"; Door Material: Metal with factory paint; Door Frame: HM with paint and primer; Door hardware (HW) set # CL	EA	-1	\$1,500.00	(\$1,500.00)
54	Purchase and Install Mechanical Closet door: Width 2'6", Height 5', thickness 1/4"; Door Material: Metal with factory paint; Door Frame: HM with paint and primer; Door hardware (HW) set # CL	EA	-1	\$1,800.00	(\$1,800.00)
55	Purchase and Install Janitor Closet door: Width 2'8", Height 7', thickness 1/4"; Door Material: Hollow core with primer and paint; Door Frame: Wood with primer and paint; Door hardware (HW) set #CL	EA	-1	\$1,200.00	(\$1,200.00)
S-2	American Standard Toilet Madera 16-1/2" Height 1.6 GPF Flushometer Toilet System with Less everclean electronic Flush Valve and American Standard #5901.100 Heavy Duty open front less cover	EA	1	\$697.00	\$697.00
S-3	Purchase and Install: AC Mini Spill Air System - Mitsubishi Model MSZ-GL24NA	EA	1	\$20,670.00	\$20,670.00
S-4	Purchase 56 inch TropoAir Tornado Stainless Steel ceiling Fan	Pair	1	\$1,072.17	\$1,072.17
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					(\$12,240.83)

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION:

Bid Item No. 4 unit is increased by a quantity of 1 (original number of units was 4; new unit number is 5) because the Police Department deleted the storage closet, audio visual closet, and the janitors closet in order to increase the square footage of exercise space.

Bid Item No. 6: The Police Department deleted the bid item and does not require the TRX Multi Mount.

Bid Item No. 7: Police Department reduced the number of television mounts from the original bid quantity of two(2) to one (1).

Bid Item No. 8: The Police Department deleted the bid item and no longer requires a Closet Hanger Rod.

Bid Item No. 18: The Police Department deleted the bid item and replaced the item with Supplemental No. S-2 American Standard Toilet Madera 16-1/2".

Bid Item No. 23: The Police Department deleted the bid item and no longer requires a Kohler Urinal.

Bid Item No. 24: The Police Department deleted the bid item and no longer requires a Kohler Urinal Partition.

Bid Item No. 36: The Police Department deleted the Janitors closet and no longer needs two(2) Intense lighting (4000K) 19W LED, only one.

Bid Item No. 38: The Police Department deleted the bid item and no longer requires a Intense Metalux 25W LED Strip because the Electrical closet was deleted.

Bid Item No. 39: The Police Department deleted the bid item and no longer requires a ceiling dry wall installed, Electrical Closer was deleted.

Bid Item No. 40: The Police Department deleted the bid item and no longer requires Behr ceiling paint, Electrical Closet was deleted.

Bid Item No. 41: The Police Department deleted the bid item and no longer requires a wall Drywall work, Electrical Closet was deleted.

Bid Item No. 42: The Police Department deleted the bid item and no longer requires a Behr wall paint, Electrical Closet was deleted.

Bid Item No. 43: The Police Department deleted the bid item and no longer requires a Carrier FX4DNF005L00, as a replacement PD approved Supplemental No. 3 (S-3).

Bid Item No. 44: The Police Department deleted the bid item and no longer requires a Glass Doors, Audio Visual Closet was deleted.

Bid Item No. 51: The Police Department deleted the bid item and no longer requires a door, Electrical Closet was deleted.

Bid Item No. 52: The Police Department deleted the bid item and no longer requires a Closet.

Bid Item No. 54: The Police Department deleted the bid item and no longer requires a mechanical closet door.

Bid Item No. 55: The Police Department deleted the bid item and no longer requires a janitor closet door.

Bid Item No. S-2: The Police Department approved the purchase of an American Standard Toilet Madera 16 1/2" 1.6 GPF Flushometer Toilet System.

Bid Item No. S-3: The Police Department approved the use of a Mitsubishi Mini Split system instead of Bid Item No. 43.
Bid Item No. S-4: The Police Department approved the purchase of two (2) TropoAir Tornado Stainless Steel Ceiling fans.

CONTRACT VARIANCE SUMMARY				
CCO #	Amount	%	Time	Date Approved
1	\$3,463.00	1.09%		6/21/2018
2	(\$12,240.83)	-3.85%		9/6/2018
Total	(\$8,777.83)	-2.76%	0	
Original Contract Amount		\$318,187.50	Revised Contract Amount	
Date Started: 5/23/2018		Original Completion Date: 10/11/2018	Revised Completion Date: \$309,409.67	

AUTHORIZATION BY CITY:

Recommended for approval by:

Guillermo Petra 9/27/2018
 Guillermo Petra, Assistant Engineer

Clin Herrero Date: 9/27/18
 Clin Herrero, P.E., Assistant City Engineer

Approved by:

 Arturo Cervantes, P.E., Public Works Director/City Engineer

 Jackie Acosta, Finance Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: HUGO GODINEZ Title: PROJECT MANAGER
 RS Construction & Development, Contractor

Signature: [Signature] Date: 9/26/18

CONTRACT VARIANCE SUMMARY				
CCO #	Amount	%	Time	Date Approved
1	\$3,463.00	1.09%	0	6/21/2018
Total	3,463.00	1.09%	0	
Original Contract Amount		\$318,187.50	Revised Contract Amount \$321,650.50	
Date Started: 5/23/2018		Original Completion Date: 10/11/2018		Revised Completion Date:

AUTHORIZATION BY CITY:

Recommended for approval by:

Guillermo Petra Date: 7/30/2018
 Guillermo Petra, Assistant Engineer

C. H. H. Date: 7/30/18
 Clint Hester, P.E., Assistant City Engineer

Approved by:

 Arturo Cervantes, P.E., Public Works Director/City Engineer

 Jackie Acosta, Finance Director

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: *Ricardo Serna* Title: *President*
 RS Construction & Development, Contractor

Signature: *R. Serna* Date: 7.27.18

RECEIVED

FEB 20 2019

City of South Gate
CITY COUNCIL

Item No. 20

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

5:20pm

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Administrative Services

Department Director:

Jackie Acosta
Jackie Acosta

City Manager:

Michael Flad
Michael Flad FOR MICHAEL FLAD

SUBJECT: CONSIDERATION OF A SALARY INCREASE FOR THE CITY CLERK

PURPOSE: To consider providing a salary increase for the City Clerk.

RECOMMENDED ACTION: Consider and provide direction regarding the City Clerk's salary.

FISCAL IMPACT: Will depend on the action of the City Council.

ANALYSIS: On April 24, 2018, the City Council approved a 3.5% salary increase for the City Clerk, effective February 18, 2018, and directed staff to bring this item back in one year to consider whether additional salary increases would be provided.

BACKGROUND: This item is currently on the agenda at the request of Mayor Bernal. In the fall of 2017 and beginning of 2018, the City's negotiating team reached agreement with the various bargaining units on three-year contracts which included salary increases over the three-year term. The City's sworn employees received 3.7%, 3.7% and 3.6% increases over the three-year term. The City's miscellaneous employees received 3.5%, 3.5% and 3.5% increases over the three-year term. Subsequent to those negotiations, the City Council considered similar salary increases for the City Clerk. Attached is a copy of the staff report from April 24, 2018. Ultimately, the City Council's direction was to give the City Clerk a 3.5% salary increase effective retroactively to February 18, 2018, and then for staff to bring the issue back to the City Council in one year for further consideration.

ATTACHMENTS: A. April 24, 2018 Agenda Bill and attachments
B. Resolution No. 7808

RECEIVED

Item No. 9

APR 18 2018

City of South Gate
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

7:30pm

AGENDA BILL

For the Regular Meeting of: April 24, 2018
Originating Department: Administrative Services

Department Head: Jackie Acosta
Jackie Acosta

City Manager: Michael Flad
Michael Flad

SUBJECT: RESOLUTION INCREASING THE CITY CLERK'S MONTHLY SALARY AND APPROVING A SCHEDULE OF SALARY AND BENEFITS

PURPOSE: To provide the City Clerk with the same salary increases recently approved for other City employees and to approve a Schedule of Salary and Benefits delineating the salary and benefits provided to the City Clerk.

RECOMMENDED ACTION: Adopt Resolution amending Resolution No. 6454 (Salary Resolution and Position Classification Plan) increasing the salary of the City Clerk and approving the Schedule of Salary and Benefits for the City Clerk.

FISCAL IMPACT: The average annual cost for these increases is \$3,400.

ANALYSIS: None.

BACKGROUND: The City's full-time employees recently negotiated the terms of three-year labor agreements. The City Council is requested to consider providing the City Clerk with the same 3.5%, 3.5% and 3.5% salary increases received by Top Management, the Division Management Association (DMA), the Professional and Mid-Management Association (PMMA) and the Municipal Employees Association (MEA), plus the one-time, lump sum payment of \$500.00.

ATTACHMENTS: Proposed Resolution (with attached Schedule of Salary and Benefits)

RESOLUTION NO. _____

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION
AND POSITION CLASSIFICATION PLAN) INCREASING THE
SALARY OF THE CITY CLERK AND APPROVING THE SCHEDULE OF
SALARY AND BENEFITS FOR THE CITY CLERK**

WHEREAS, the City may, from time to time, amend the salary and benefits of the various bargaining units and/or elected officials; and

WHEREAS, the salary and benefits of the City Clerk has not been changed since early 2014; and

WHEREAS, the City Clerk currently receives a salary of \$6,954.00 per month; and

WHEREAS, the City Clerk currently receives a car allowance of \$475.00 per month; and

WHEREAS, the City Clerk currently receives a communications allowance of \$100.00 per month; and

WHEREAS, the City Clerk currently receives other benefits such as retirement, health insurance and life insurance; and

WHEREAS, City employees recently successfully negotiated 3-year labor agreements which resulted in salary increases over the next three years; and

WHEREAS, the salary increases proposed herewith for the City Clerk are the same as those recently approved for the City's miscellaneous employees in their 3-year labor agreements;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The City Council desires to provide a one-time, lump sum payment of \$500.00 effective April 29, 2018. (So that there is no misunderstanding regarding this one-time, lump sum payment, CalPERS considers this type of payment to be Off-Salary-Schedule Pay, and per CalPERS Circular Letter 200-048-16, dated November 10, 2016, it would be reportable only for classic members and only when a pay increase has not been granted in the same fiscal year. Accordingly, the City believes that this payment will not be reportable to CalPERS because the City Clerk is also receiving a salary increase in the same fiscal year.)

SECTION 2. The City Council desires to increase the City Clerk's salary by 3.5% from \$6,954.20 per month to \$7,197.60 per month, effective April 29, 2018.

SECTION 3. The City Council desires to increase the City Clerk's salary by 3.5% from \$7,197.60 per month to \$7,449.52, effective June 24, 2018.

SECTION 4. The City Council desires to increase the City Clerk's salary by 3.5% from \$7,449.52 per month to \$7,710.25, effective June 23, 2019.

SECTION 5. The City Council hereby approves and adopts the new "Schedule of Salary and Benefits – City Clerk" attached hereto as "Exhibit No. 1" which serves to document the salary and benefits provided to the City Clerk.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 24th day of April 2018.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas (DZ)
Raul F. Salinas, City Attorney

**SCHEDULE OF SALARY AND BENEFITS
CITY CLERK**

**ARTICLE I
COMPENSATION**

SECTION 1 – SALARY:

- Prior to April 29, 2018, the monthly salary was set at \$6,954.20 per month.
- Effective April 29, 2018, the monthly salary shall be increased by 3.5% to \$7,197.60 per month.
- Effective June 24, 2018, the monthly salary shall be increased by 3.5% to \$7,449.52 per month.
- Effective June 23, 2019, the monthly salary shall be increased by 3.5% to \$7,710.25 per month.

SECTION 2 – AUTO ALLOWANCE:

The City shall continue to reimburse the City Clerk for the use of her personal automobile to conduct City business at the rate of \$475.00 per month, which shall be taxable as compensation.

SECTION 3 – COMMUNICATIONS ALLOWANCE:

The City shall continue to reimburse the City Clerk for the use of her personal communication device to conduct City business at the rate of \$100.00 per month, which shall be taxable as compensation.

**ARTICLE II
INSURANCE BENEFITS**

SECTION 1 – MEDICAL INSURANCE:

- 1.1 The City will pay the premium for health insurance coverage for the City Clerk and legal dependents up to the maximum of the Employee+2 (family) Kaiser insurance premium. If the City Clerk selects a more expensive plan, she shall be responsible for the difference in premiums.

- 1.2 If the City Clerk demonstrates proof of insurance by other means, and elects not to participate in the City's medical plan, the City will contribute the sum of \$360.60 per month to the City Clerk's deferred compensation account.

SECTION 2 – DENTAL & VISION INSURANCE:

- 2.1 The City will pay the premium for dental insurance coverage for the City Clerk and legal dependents up to the maximum of the family HMO plan premium. If the City Clerk selects a more expensive plan, she shall be responsible for the difference in premiums.
- 2.2 The City will pay the premium for vision insurance coverage for the City Clerk and legal dependents up to the maximum of the family HMO plan premium. If the City Clerk selects a more expensive plan, she shall be responsible for the difference in premiums.
- 2.3 If the City Clerk demonstrates proof of insurance by other means, and elects not to participate in the City's dental plan, the City will contribute the sum of \$17.95 per month to the City Clerk's deferred compensation account.

SECTION 3 – LIFE INSURANCE:

The City will provide a \$20,000.00 Term Life Insurance policy and a \$20,000.00 Accidental Death and Dismemberment policy for the City Clerk at no cost to the City Clerk. Consistent with current industry standards, coverage will reduce with age. Additional voluntary life insurance coverage is also available at the City Clerk's own expense.

ARTICLE III RETIREMENT BENEFITS

SECTION 1 – RETIREMENT PLAN:

The City provides the City Clerk with a defined benefit retirement plan through the California Public Employees' Retirement System (CalPERS). Classic Members (those hired prior to January 1, 2013) are covered under the 2.7% at 55 retirement formula, with the City paying the 8% employee share on behalf of the City Clerk. If a future City Clerk is elected and falls under the category of a PEPRM Member (those first hired on or after January 1, 2013), that City Clerk will be covered under the 2% at 62 retirement formula, with the City Clerk paying the 6.75% employee share.

SECTION 2 – DEFERRED COMPENSATION PLAN:

- 2.1 The City sponsors a voluntary deferred compensation plan in which City Clerk may participate.
- 2.2 The City Clerk shall be eligible for a "dollar-for-dollar" benefit which matches of the City Clerk's contribution into the City's 457 deferred compensation plan, subject to the terms of said plan. For purposes of this Agreement, the City agrees to match the City Clerk's contribution in the 457 deferred compensation plan, provided that such matching sum, when combined with the City Clerk's contribution, shall not exceed the maximum regular contribution limit as defined by the Internal Revenue Service (IRS) at the time.

**ARTICLE IV
MISCELLANEOUS BENEFITS**

SECTION 1 – SECTION 125 PLAN:

The City will provide an Internal Revenue Code (IRC) Section 125 plan in order for the City Clerk to deduct excess health insurance premiums, unreimbursed medical expenses, and/or child care expenses before taxes.

SECTION 2 – FITNESS BENEFIT:

The City Clerk will receive a free membership at the South Gate Sports Center which will include privileges for a spouse and up to three (3) dependent children under the age of 18.

**ARTICLE V
OTHER**

SECTION 1 – DURATION:

This Schedule of Salary and Benefits for the City Clerk shall be in full force and effect from April 29, 2018, until such time as it is amended by the City Council by subsequent resolution.

RESOLUTION NO. 7808

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE,
CALIFORNIA, AMENDING RESOLUTION NO. 6454 (SALARY RESOLUTION
AND POSITION CLASSIFICATION PLAN) INCREASING THE
SALARY OF THE CITY CLERK AND APPROVING THE SCHEDULE OF
SALARY AND BENEFITS FOR THE CITY CLERK**

WHEREAS, the City may, from time to time, amend the salary and benefits of the various bargaining units and/or elected officials; and

WHEREAS, the salary and benefits of the City Clerk has not been changed since early 2014; and

WHEREAS, the City Clerk currently receives a salary of \$6,954.20 per month; and

WHEREAS, the City Clerk currently receives a car allowance of \$475.00 per month; and

WHEREAS, the City Clerk currently receives a communications allowance of \$100.00 per month; and

WHEREAS, the City Clerk currently receives other benefits such as retirement, health insurance and life insurance; and

WHEREAS, City employees recently successfully negotiated three-year labor agreements which resulted in salary increases over the next three years;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council desires to increase the City Clerk's salary by 3.5% from \$6,954.20 per month to \$7,197.60 per month, effective February 18, 2018.

SECTION 2. The City Council desires that the City Clerk's salary be reviewed and considered again in April 2019.

SECTION 3. The City Council hereby approves and adopts the new “Schedule of Salary and Benefits – City Clerk” attached hereto as “Exhibit No. 1” which serves to document the salary and benefits provided to the City Clerk.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 24th day of April 2018.

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

Raul F. Salinas, City Attorney

**SCHEDULE OF SALARY AND BENEFITS
CITY CLERK**

**ARTICLE I
COMPENSATION**

SECTION 1 – SALARY:

- Prior to April 24, 2018, the monthly salary was set at \$6,954.20 per month.
- At the City Council meeting of April 24, 2018, the City Council approved a 3.5% salary increase which set the monthly salary at \$7,197.60 per month, effective back to February 18, 2018.

SECTION 2 – AUTO ALLOWANCE:

The City shall continue to reimburse the City Clerk for the use of her personal automobile to conduct City business at the rate of \$475.00 per month, which shall be taxable as compensation. **(Per Agenda Bill dated January 28, 2014).**

SECTION 3 – COMMUNICATIONS ALLOWANCE:

The City shall continue to reimburse the City Clerk for the use of her personal communication device to conduct City business at the rate of \$100.00 per month, which shall be taxable as compensation.

**ARTICLE II
INSURANCE BENEFITS**

SECTION 1 – MEDICAL INSURANCE:

- 1.1 The City will pay the premium for health insurance coverage for the City Clerk and legal dependents up to the maximum of the Employee+2 (family) Kaiser insurance premium. If the City Clerk selects a more expensive plan, she shall be responsible for the difference in premiums.
- 1.2 If the City Clerk demonstrates proof of insurance by other means, and elects not to participate in the City's medical plan, the City will contribute the sum of \$360.60 per month to the City Clerk's deferred compensation account.

SECTION 2 – DENTAL & VISION INSURANCE:

- 2.1 The City will pay the premium for dental insurance coverage for the City Clerk and legal dependents up to the maximum of the family HMO plan premium. **(Resolution No. 6454 - September 22, 1998)**. If the City Clerk selects a more expensive plan, she shall be responsible for the difference in premiums.
- 2.2 The City will pay the premium for vision insurance coverage for the City Clerk and legal dependents up to the maximum of the family HMO plan premium. If the City Clerk selects a more expensive plan, she shall be responsible for the difference in premiums.
- 2.3 If the City Clerk demonstrates proof of insurance by other means, and elects not to participate in the City's dental plan, the City will contribute the sum of \$17.95 per month to the City Clerk's deferred compensation account.

SECTION 3 – LIFE INSURANCE:

The City will provide a \$20,000.00 Term Life Insurance policy and a \$20,000.00 Accidental Death and Dismemberment policy for the City Clerk at no cost to the City Clerk. Consistent with current industry standards, coverage will reduce with age. **(Resolution No. 6454 - September 22, 1998)**. Additional voluntary life insurance coverage is also available at the City Clerk's own expense.

ARTICLE III RETIREMENT BENEFITS

SECTION 1 – RETIREMENT PLAN:

The City provides the City Clerk with a defined benefit retirement plan through the California Public Employees' Retirement System (CalPERS). Classic Members (those hired prior to January 1, 2013) are covered under the 2.7% at 55 retirement formula, with the City paying the 8% employee share on behalf of the City Clerk.

SECTION 2 – RETIREE MEDICAL:

If City Clerk retires with twenty (20) years or more of City service, and remains so retired, she shall receive a medical insurance premium benefit as defined in the appropriate salary resolution, plus the current CalPERS administrative fee paid directly to CalPERS. **(Resolution No. 6454 – September 22, 1998)**. This section specifically makes no provision for any dependents of the retiree. The retired City Clerk will continue to have the option to purchase medical insurance for herself and dependents, as currently provided.

SECTION 3 – DEFERRED COMPENSATION PLAN:

- 3.1 The City sponsors a voluntary deferred compensation plan in which City Clerk may participate.
- 3.2 The City Clerk shall be eligible for a "dollar-for-dollar" benefit which matches the City Clerk's contribution into the City's 457 deferred compensation plan, subject to the terms of said plan. For purposes of this Agreement, the City agrees to match the City Clerk's contribution in the 457 deferred compensation plan, provided that such matching sum shall not exceed 50% of the maximum regular contribution limit as defined by the Internal Revenue Service (IRS) at the time. The City's match shall be deposited into the City's 401(a) deferred compensation plan.

**ARTICLE IV
MISCELLANEOUS BENEFITS**

SECTION 1 – SECTION 125 PLAN:

The City will provide an Internal Revenue Code (IRC) Section 125 plan in order for the City Clerk to deduct excess health insurance premiums, unreimbursed medical expenses, and/or child care expenses before taxes.

SECTION 2 – FITNESS BENEFIT:

The City Clerk will receive a free membership at the South Gate Sports Center which will include privileges for a spouse and up to three (3) dependent children under the age of 18.

**ARTICLE V
OTHER**

SECTION 1 – DURATION:

This Schedule of Salary and Benefits for the City Clerk shall be in full force and effect from April 24, 2018, until such time as it is amended by the City Council by subsequent resolution.

RECEIVED

FEB 20 2019

City of South Gate Item No. 21
CITY COUNCIL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:55am

AGENDA BILL

For the Regular Meeting of: February 26, 2019

Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH HELPLINE YOUTH COUNSELING FOR A HOMELESS FUDNING GRANT

PURPOSE: To approve a Memorandum of Understanding with Helpline Youth Counseling, Inc., (HYC) for the purpose of submitting an application to the Los Angeles Homeless Services Authority (LAHSA) to establish an access point in South Gate.

RECOMMEND ACTIONS:

- a. Approve Memorandum of Understanding (MOU) with Helpline Youth Counseling, Inc. (HYC) for submittal of an application to Los Angeles Homeless Services Authority (LAHSA) for a \$75,000 homeless funding grant to assist homeless individuals over a three year period; and
- b. Authorize the Mayor to execute the MOU in a form acceptable to the City Attorney.

Handwritten initials

FISCAL IMPACT: The City will provide an office and basic furniture for a HYC manager. The cost for utilities, which will be borne by the City, is expected to be negligible.

ALIGNMENT WITH COUNCIL GOALS: This grant and MOU, will support the City's goal of continue creating strong and sustainable neighborhoods by assisting residents with emergency service referrals, and by conducting diversion and rapid resolution for adults who are homeless or at risk of becoming homeless.

ANALYSIS: HYC is applying for a LAHSA grant to establish an "Access Point" in South Gate designed to connect homeless with various supportive services, including temporary and/or permanent housing. The grant would provide \$75,000 each year over a three-year period and would fund a full-time HYC manager.

HYC is requesting that the City partner with HYC by providing a dedicated office for Access Point program services at no cost to HYC. The concept of Access Points is a new one and, therefore, there is no nearby local government that provides this direct service.

Helpline Youth Counseling and Proposed Access Point Services

HYC is a nonprofit public benefit organization that the City has worked closely with and supported with funding over the years to provide services directly benefitting South Gate residents. In fiscal year 2017/18, HYC served approximately 450 homeless individuals in Local Coordinating Area 1 of SPA 7. HYC's target communities are South Gate, Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and Unincorporated East Los

Angeles. One hundred nine (109) of the homeless individuals (approximately 25%) that HYC served were from South Gate.

The Access Point proposed by HYC would be accessible Monday through Friday, from 8 a.m. to 5 p.m. and open to all eligible populations. The population served would be transitional age youth (ages 18-24) and single adults (ages 18 and over). The Access Point would be staffed by a full-time, dedicated outreach/case manager provided by HYC. The purpose of this manager would be to ensure that a greater number of homeless individuals in South Gate will achieve a positive outcome of moving from the streets to interim and/or permanent housing. The program would offer the opportunity for those at immediate risk of homelessness to receive access to resources that will sustain them in housing.

The following is a list of services that would be provided by HYC at the proposed Access Point:

- a) Services offered on-site for walk-ins and phone calls.
- b) Conduct initial CES triage/screening/assessment of all homeless adults 18 and over receiving Access Point program services utilizing population-appropriate CES packets.
- c) Conduct diversion and rapid resolution for adults 18 and over who are homeless or at risk of homelessness receiving Access Point program services.
- d) Emergency Services referrals.
- e) Warm handoff referrals ensuring that service is available for the client.
- f) Directly link homeless adults 18 and over to HYC's CES services including case management, housing navigation, and rapid re-housing services.
- g) Make entries into the Los Angeles Continuum of Care Homeless Management Information System.
- h) May accompany outreach teams when needed to provide Access Point program services to adults 18 and over who cannot visit office.

Location and Challenges for Proposed Access Point

HYC, as part of its application for grant funding, requested that the City provide HYC an office for Access Point program services at no cost. The Access Point manager would operate from this office with a phone and computer provided by HYC. The Access Point office would be solely dedicated for Access Point services in order to preserve the privacy and confidentiality of those meeting with the Access Point manager.

A number of facilities within the City have been identified for an Access Point, however, various issues and challenges exist for each site. These challenges include the displacement of existing City programs, the possibility of attracting new or additional homeless individuals that would impact the users of facilities, and the potential of homeless congregating near or around facilities. Although HYC is aware of these issues and has expressed their intent to discourage homeless from congregating near the Access Point, these issues remain a concern.

Due to these challenges, a specific facility is not identified in the proposed MOU. Rather, the proposed MOU includes a provision that the City and HYC will work together to identify a mutually agreed upon facility. If the City Council approves the MOU, a facility will be selected that minimizes the impact to the public, while meeting the operational needs of HYC.

BACKGROUND: LAHSA recently released a Requests for Proposals (RFPs) to fund Access Centers for Adults and Youth and Access Points for all populations who are experiencing homelessness within Los Angeles County. "Access Points" are sites of engagement where

persons experiencing a housing crisis can gain initial access to the Los Angeles County Coordinated Entry System (CES). The Coordinated Entry System is a regionally based system that connects new and existing programs into a "no-wrong-door network" by assessing the needs of families experiencing homelessness and linking them with appropriate housing opportunities throughout Los Angeles County to end their homelessness.

The Access Point Program is a triage-style program service that would provide homeless individuals initial Coordinated Entry System (CES) screening; warm hand-off emergency service referrals, and diversion/problem solving to assist them in moving off the streets. Initial screening for all prospective participants would include an eligibility screen, basic information gathering, and a Danger Assessment for persons fleeing domestic violence. Additionally, homeless individuals would receive a direct referral and transportation, if needed to the SPA 7 Access Center, once funded.

The proposed MOU confirms that the City intends to support and collaborate with HYC for the Access Point program in response to the RFP issued by LAHSA.

ATTACHMENT: Proposed Memorandum of Understanding



City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CALIFORNIA • 90280-1666 (323) 563-9529
HOURS OF OPERATION • MONDAY - THURSDAY - 7:00 A.M. TO 5:30 P.M. • Fax (323) 567-0725

LETTER OF SUPPORT AND MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE CITY OF SOUTH GATE AND HELPLINE YOUTH COUNSELING, INC.

I. AGREEMENT PARTIES:

This Memorandum of Understanding (“MOU”) is made by and between the City of South Gate, a California municipal corporation, and Helpline Youth Counseling, Inc., a California nonprofit public benefit corporation (hereinafter HYC). The City of South Gate and HYC are hereinafter each referred to as a “Party” or, collectively, as the “Parties.”

II. PURPOSE OF AGREEMENT:

The City of South Gate has an emergency shelter declaration prior to November 15, 2018 and through this MOU the City of South Gate confirms that it intends to support and collaborate with HYC for the Access Point program. HYC is the Coordinated Entry System (CES) Co-Lead agency for homeless adults for Local Coordinating Area 1 (LCA 1) of Service Planning Area 7 (SPA 7). The City of South Gate is located in LCA 1 of SPA 7 and the City of South Gate and HYC have worked in partnership since the inception of the Gateway Connections Project in 2012 to assist homeless people to receive coordinated and integrated outreach, case management, housing navigation, housing placement, and housing retention services. The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to providing the 2018 Access Point program services per the Request for Proposals issued by the Los Angeles Homeless Services Authority (LAHSA) on December 14, 2018.

III. TERM:

The term of this MOU commences upon start of awarded contract term by HYC, anticipated to be July 1, 2019, and in any event terminates three years later, or on June 30, 2022, whichever is later. Either Party can terminate this MOU with or without cause at any time upon not less than 30 days' written notice of termination to the other Party. Any and all amendments must be made in writing and must be agreed to and executed by the Parties before becoming effective.

IV. RESPONSIBILITIES:

The City of South Gate will provide the following under the terms of this MOU:

- a) City and HYC staff will determine a mutually agreed upon office location in the City of South Gate for Access Point program services. The City of South

Gate, facility Owner, will provide this office location to HYC at no charge for rent, maintenance or utility costs. The office will be open from 8:00 a.m. to 5:00 p.m. (days of the week to be determined). The office will be open to walk-in homeless people and receive referrals by telephone.

HYC will provide the following scope of services under the terms of this MOU:

A dedicated Access Point staff person will provide the following services:

- a) Initial CES triage/screening/assessment of all homeless adults 18 and over receiving Access Point program services utilizing population-appropriate CES packets.
- b) Conduct diversion and rapid resolution for adults 18 and over who are homeless or at risk of homelessness receiving Access Point program services.
- c) Emergency services referrals.
- d) Warm handoff referrals ensuring that service is available for the client.
- e) Directly link homeless adult clients 18 and over to HYC's CES services including case management, housing navigation, and rapid rehousing services.
- f) Make entries into the Los Angeles Continuum of Care Homeless Management Information System.

Use of Grant Funds. HYC will receive from LAHSA \$75,000 annually for three years to be utilized toward:

Personnel costs including wages and benefits for Access Point personnel;
Operating costs including cell phone, computer, internet, and mileage; and
Administrative costs including management oversight.

V. **WAIVER OF LIABILITY/INDEMNIFICATION:**

HYC shall indemnify, hold harmless and defend the City of South Gate (with legal counsel selected by the City of South Gate) and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from HYC's acts, errors or omissions and for any costs or expenses incurred by the City of South Gate on account of any claim therefor, except where such indemnification is prohibited by law. HYC shall promptly notify the City of South Gate in writing of the occurrence of any such claims, actions, losses, damages, and/or liability. HYC shall indemnify and hold harmless the City of South Gate against any liability, claims, losses, demands, and actions incurred by the City of South Gate as a result of the determination by LAHSA or its successor that activities undertaken by HYC under the Access Point program fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to HYC under this MOU were improperly expended.

Without in any way affecting the indemnity herein provided and in addition thereto, HYC shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

Workers' Compensation - A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of HYC and all risks to such persons under this Agreement.

Commercial General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars, per occurrence and two million (\$2,000,000) in the aggregate.

Additional Named Insurance - All policies, shall contain additional endorsements naming the City of South Gate and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of its services and activities under this MOU, including HYC's use and occupancy of the office location provided by the City of South Gate hereunder.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the City of South Gate.

Proof of Coverage – Prior to the commencement of this MOU, HYC shall furnish certificates of insurance to the City of South Gate evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City of South Gate, and HYC shall maintain such insurance from the time HYC commences performance of its services and activities under this MOU, including HYC's use and occupancy of the office location provided by the City of South Gate hereunder, until the expiration of this MOU. Within sixty (60) days of the commencement of this MOU, HYC shall furnish to the City of South Gate certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the City of South Gate whose Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the City of South Gate. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the

City of South Gate, inflation, or any other item reasonably related to the City of South Gate's risk hereunder.

VI. MISCELLANEOUS:

At all times hereunder, each of the City of South Gate and HYC will be acting in an independent capacity and not as agents, employees, partners, joint venture, or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the agent or employees of the other Party for any purpose whatsoever.

HYC agrees to comply with all applicable Federal, State, and Local laws, ordinances, regulations, and directives as they pertain to the performance of its services and activities under this MOU, including HYC's use and occupancy of the office location provided by the City of South Gate hereunder. HYC agrees the Access Point program will be open to all eligible populations regardless of disability status, age, race, color, religion, national origin, marital status, sexual orientation, or gender identity.

HYC agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of its services and activities under this MOU. No funds under this MOU will be used to promote any religious or political activities.

This MOU shall be governed by the laws of California without regard to California's conflicts of law rules.

This MOU constitutes the entire agreement between the Parties with respect subject matter contained herein and supersedes all prior written and oral agreements between the Parties regarding the subject matter of this MOU.

No provision of this MOU may be waived except by a writing executed by the party against whom the waiver is to be effective.

No provision of this MOU may be amended or otherwise modified except by in writing signed by the Parties to this MOU.

The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by facsimile, .PDF or other electronic transmission, and such facsimile, .PDF or other electronic transmission of executed signature pages shall be binding as originals.

**Helpline Youth Counseling, Inc. Contact: Jeff Farber, Executive Director
Cristina Ramirez, Manager, Homeless Services**
**City of South Gate Contact: Vivian M. Garcia, Housing Administrator
Abel Torres, Grants Analyst**

CITY OF SOUTH GATE:

María Belén Bernal, Mayor

ATTEST:

Carmen Avalos, City Clerk

(SEAL)

APPROVE AS TO FORM:

DRAFT

Raul F. Salinas, City Attorney

HELPLINE YOUTH COUNSELING, INC.:

Jeff Farber, Executive Director

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Item No. 23

FEB 20 2019

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

10:20am

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: February 26, 2019
Originating Department: Community Development

Department Director: Joe Perez
Joe Perez

City Manager: Michael Flad
Michael Flad

SUBJECT: LEAGUE OF CALIFORNIA CITIES' 2020 CENSUS UPDATE

PURPOSE: This item was added to the Agenda at the request of Mayor María Belén Bernal to receive the League of California Cities' 2020 Census.

RECOMMENDED ACTIONS:

- a. Receive and file update report of the League of California Cities findings and recommendations in preparation for the 2020 Census; and
- b. Consider and provide direction regarding the formation of a Complete Count Committee for the 2020 Census.

FISCAL IMPACT: None.

ANALYSIS: The 2020 Census will begin on April 1, 2020. At the federal level, census data determines the number of seats for the House of Representatives. At the state level, California will use the data to determine legislative districts. At a local level, Census data will directly influence future changes toward boundaries. The data collected also helps determine the distribution of annual funding for many programs such as the Community Development Block Grant Program (CDBG), as well as funding for roads and school lunch programs. For these reasons, a complete and accurate census count is essential to the well-being of all Californians.

On January 30, 2019, the League of California Cities held a webinar for Cities to receive updates on the 2020 Census. The State of California has committed approximately \$100 million towards strategies and other tasks that will help ensure an accurate and successful count of all Californians. The 2020 Census also presents many unique challenges for states across the nation, including the first-ever on-line census, the inclusion of a specific citizenship question, and an increase in "hard to count" (HTC) communities.

The State of California will focus its communication and outreach efforts on HTC communities, which have historically been undercounted populations. HTC population will encompass many communities of color; low-income households; veterans; young children; the elderly; those experiencing homelessness, displacement or housing insecurity; and immigrants or those who speak limited English. In order to reach all households statewide and motivate HTC residents to respond, the League recommends that cities build partnerships across various sectors (e.g., early and higher education, health services, labor/unions, faith-based organizations, businesses, government agencies, media, and nonprofit organizations).

Provided below are recommendations by the Census Bureau and the League of California Cities on actions cities should take to be accurately represented in the 2020 Census:

- Form a Complete Count Committee made up of community leaders, civic and faith-based organizations, media representatives, members of the school system, business communities, and various government departments. South Gate formed such a committee in 2009 in preparation for the 2010 Census.
- Designate a City Census Coordinator/Lead.
- Build partnerships and collaboration with counties, local complete count committees, local nonprofits and foundations.
- Identify the HTC populations and census tracts in the City.
- Identify existing outreach methods and tools.
- Connect with a State Regional Program Manager.

The Community Development Department is preparing the Local Update of Census Addresses (LUCA) in order to update the Census Tract Block boundaries based on local geography and new development. This effort will help ensure an accurate count in South Gate. City personnel will also begin to contact various agencies and organizations in preparation for the census.

BACKGROUND: At least since 1940, certain populations in our nation have been repeatedly undercounted in the decennial census. In 1990, an undercount of the State population was estimated to cost California one additional congressional seat and \$2.2B in federal funding. In South Gate, the 1990 Census was estimated to have missed 10,000 to 15,000 people living in the City. In preparation for the 2010 Census, many cities, including South Gate, formed Complete Count Committees to assist with the outreach efforts and ensure an accurate count.

Following the 2010 Census, the State Census team recommended that staff in 2020 expand their efforts at sector outreach, using pathways to HTC populations that exist internal and external to State government. It will be critical to form these partnerships in order to execute effective and well-coordinated outreach strategies and tactics for the 2020 Census.

ATTACHMENT: None

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PART I

WARRANT REGISTER COUNCIL MEETING 02/26/2019

Item No. 24

apChkLst
02/19/2019 7:00:25PM

Final Check List
City of South Gate

FEB 20 2019
10:30am

Page: 1

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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		00003996	OFFICE MAX	01/08/19	MARKING SUPPLIES	19.77	
		00003997	PAPA	1/15/2019	CONTINUED PESTICIDE TRA	45.00	
		0000322	SAM'S CLUB	12/29/2018	SPECIAL DEPT. SUPPLIES - T	281.52	
		0006537	EXPEDIA	7402102967013	LODGING: EVOG TRAINING (I	956.48	
		0005379	JET BLUE	2792116675200	TRAVEL: NARCOTICS & SPEC	443.95	
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		0009162	ROGUE FITNESS	52825	FITNESS CENTER EQUIPMEN	1,688.11	
		0005339	FRY'S ELECTRONICS	17992372	WESTERN DIGITAL 12TB NET	587.74	
		0009420	SPARKLETT'S	1696336401101	SPARKLETT'S WATER	41.32	
		00003997	PAPA	RODRIGUEZ, D	2019 MEMBERSHIP - DANIEL	45.00	
		00003997	PAPA	036546	SEMINAR FOR GLENN MASSI	320.00	
		00003997	PAPA	087651	RENEWAL MEMBERSHIP - GF	315.00	
		0009367	NETFLIX	01/20/19	MONTHLY SVCS FOR TEEN C	10.99	
		0005549	LUCKY	01/05/19-1	SPORTS CENTER OPEN HOL	7.70	
		0011320	THE FIT EXPO	01/10/19	2019 SPARTAN RACE LA FITE	386.75	
		00004060	MCMaster-CARR SUPPLY	01/15/2019	RAIN BOOTS	34.69	
		0005305	PAYPAL	HELLER FORD	RUBBER MATS FOR UNIT #41	159.06	
		0005305	PAYPAL	STILWELLSOB I	RUNNING BOARDS FOR NEW	249.00	
		0005293	MICHAELS	020367	YOUTH CLASS SUPPLIES	4.22	
		0005295	WALMART	01/14/19	YOUTH CLASS SUPPLIES	51.63	
		0010098	PROPERTYRADAR	503096 01/06/19	ANNUAL SUBSCRIPTION PRC	374.40	
		00002063	CACEO	300009178	MEMBERSHIP RENEWAL CAL	95.00	
		00002063	CACEO	200008592	CERTIFICATION RENEWAL C,	200.00	
		00000902	NAN MCKAY & ASSOCIATES	1117314	HOUSING CONFERENCE - FE	300.00	
		0005347	AMAZON.COM	113-4804037-35:	REPLACEMENT HEAD LAMP I	107.26	
		0005677	DEPARTMENT OF PESTICIDE	HERNANDEZ, G	RENEWAL - PESTICIDE CERT	60.00	
		0010956	L.A. TIMES	10073645131-01	01/17/19-02/13/19- MONTHLY	15.96	
		0011238	CMT SACRAMENTO	0035	TAXI RIDE FROM SACRAMEN	42.50	
		0011889	SQ AMERICABY	01/08/19 FLAD, I	TAXI RIDE FROM CAPITOL BL	32.00	
		0009591	BEST WESTERN ENCINITAS	01/08/19 FLAD, I	HOTEL FOR M.FLAD AT CCCF	366.10	
		0007583	USPS	01/08/19	SHIPPING COST TO COVER 1	10.15	
		00000201	ATLANTIC LOCK & KEY	033020 01/10/19	GATE REMOTES AND NARCC	75.00	

Final Check List
City of South Gate

apChkLst
02/19/2019 7:00:25PM

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0011437		YOBITECH LLC	RMA #7508	1/8/2019	RETURN CREDIT FOR PARTS	-528.00	
0009995		HAMPTON INN & SUITES	81640878	1/15/2019	HOTEL: D.DIAZ - ENVIRONME	326.97	
0005723		SOUTHWEST AIRLINES	V88Q81	1/3/2019	FLIGHT - D.DIAZ TO SACRAM	270.96	
0011319		THE CITIZEN HOTEL	74369340	1/9/2019	HOTEL - D.DIAZ - CCCA LEGI	618.60	
0011319		THE CITIZEN HOTEL	75125379	1/9/2019	HOTEL - J.MORALES - CCCA I	618.60	
0000834		AWARDS TO REMEMBER	00068	11/21/2018	SOUTH GATE'S PORTION OF	210.00	
0005305		PAYPAL	2457-1661-2472	1/14/2019	CCCA JANUARY 2019 CITY M.	40.00	
0011890		ACCESS INTELLIGENCE, LLC.	1282875	1/15/2019	REGISTRATION - P3C CONF	550.00	
0005658		EL PESCADOR	01/14/19 FLAD, I	1/14/2019	EXECUTIVES MONTHLY MEE	64.01	
0005723		SOUTHWEST AIRLINES	PO4LF9	1/15/2019	FLIGHT TO DALLAS, TX FOR	136.28	
0005723		SOUTHWEST AIRLINES	OYU3YL	1/15/2019	FLIGHT TO SACRAMENTO FC	121.96	
0009764		GOVERNMENT FINANCE OFF	01/09/19	1/9/2019	113TH ANNUAL CONFERENCE	580.00	
0011324		RENAISSANCE HOTEL	589222306	1/12/2019	HOTEL STAY / CSMFO CONF	556.98	
0011324		RENAISSANCE HOTEL	128224623	1/12/2019	HOTEL STAY / CSMFO CONF	511.98	
0011324		RENAISSANCE HOTEL	01/12/19 TIMOT	1/12/2019	HOTEL STAY / CSMFO CONF	556.98	
0000411		AVTECH SOFTWARE, INC	GSP1-00000570	9/19/2018	ROOM ENVIRONMENT MONI	99.90	
0009468		CHEAPER THAN DIRT	18131402	1/10/2019	RIFLE SLING ADAPTORS FOF	243.75	
0006108		STARBUCKS COFFEE	01/09/19	1/9/2019	STARBUCKS CARD RELOAD	35.00	
0005481		HILTON HOTELS	3477395384	1/11/2019	LODGING: SUPERVISORY LE	140.87	
0009498		NATIONAL SHOOTING SPORT	38226	1/14/2019	REGISTRATION: FIREARMS A	70.00	
0009498		NATIONAL SHOOTING SPORT	38229	1/18/2019	REGISTRATION: FIREARMS A	70.00	
0005422		SHERATON HOTELS	371365-2	1/14/2019	LODGING: NARCOTICS & SPI	926.37	
0007856		POWER SYSTEMS	3159644	1/10/2019	FITNESS CENTER EQUIPMEN	1,021.98	
0005654		CENTER THEATRE GROUP	8907-BALANCE	10/15/2018	ADMISSIONS - CINDERELLA	1,278.00	
0005549		LUCKY	01/05/19-2	1/5/2019	SPORTS CENTER OPEN HOL	17.24	
0005295		WALMART	01/03/19	1/3/2019	ITEMS FOR FITNESS CENTE	63.47	
0005295		WALMART	2751986-83673-	1/7/2019	REFUND FOR ORDER 275198	-5.00	
0005295		WALMART	2751986-83673	1/7/2019	ITEMS FOR FITNESS CENTE	80.72	
0009412		WABA GRILL	01/03/19	1/3/2019	REFRESHMENTS FOR FITNE	590.94	
00003996		OFFICE MAX	01/04/19	1/4/2019	ITEMS FOR FITNESS CENTE	202.33	
0009935		SUPER FUN FACTORY/AVG	11491	1/5/2019	JANUARY 2019 - JUMPER FOI	550.00	
0005481		HILTON HOTELS	3512764031	1/11/2019	LODGING: SUPERVISORY LE.	281.74	
0005347		AMAZON.COM	114-6782777-46:	1/13/2019	HDMI CABLES/ADAPTERS FC	34.14	
0005422		SHERATON HOTELS	371365	1/14/2019	LODGING: NARCOTICS & SPI	1,000.00	
0005422		SHERATON HOTELS	799519	1/18/2019	LODGING: 2019 CAPPO CONF	991.60	

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		0005347	114-4093184-45	1/14/2019	50 FEET HDMI CABLE FOR S	26.96	
		0006769	386	1/15/2019	FIREARMS/SHOOTING TARGI	52.28	
		0006537	7406682360393	1/20/2019	S.W.A.T. SCHOOL LODGING:	291.72	
		0011888	ME101/17/19	1/17/2019	PARKING FOR DEPOSITION I	0.25	
		0011888	ME101/17/19-2	1/14/2019	PARKING FOR DEPOSITION I	1.00	21,398.07
81433	2/7/2019	00000898	CENTRAL BASIN MUNI WATEFSG-DEC18- REI:	1/15/2019	REIS CK# 81260 - DEC 2018 -	15,211.48	15,211.48
		Voucher:					
81434	2/11/2019	0011788	AID BUILDERS, INC.	12/4/2018	11/14/18-11/30/18 - PRJ #531-f	108,775.00	108,775.00
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81435	2/13/2019	00004865	SO CALIF EDISON	2/5/2019	BILLING PRD- DEC 2018/JAN	97,517.23	97,517.23
		Voucher:					
81436	2/26/2019	00000688	AARDVARK	1/17/2019	EXACT IMPACT 40MM SPONG	1,896.03	1,896.03
		Voucher:					
81437	2/26/2019	00003502	ABC BATTERY INC.	2/4/2019	3- BATTERIES FOR UNIT 413,	267.71	
		Voucher:					
			100501	1/16/2019	2- BATTERIES FOR UNIT 464	433.82	
			100498	1/16/2019	6- BATTERIES FOR UNIT 317	567.92	
			100521	1/23/2019	20FT. BATTERY CABLE FOR I	16.53	1,285.98
81438	2/26/2019	00003766	ABEL GLASS & SCREEN	1/4/2019	REPLACE GLASS	331.74	331.74
		Voucher:					
81439	2/26/2019	0011898	AHMC ANAHEIM REG MED CT559325902	9/12/2019	CHAVARRIA, DESTINY/ENCOI	277.79	277.79
		Voucher:					
81440	2/26/2019	00004372	AIRGAS USA, LLC	1/22/2019	INVENTORY PO/ SAFETY SUF	50.72	
		Voucher:					
			9084702150	1/22/2019	INVENTORY PO/ SAFETY SUF	605.58	
			9084702151	1/22/2019	INVENTORY PO/ SAFETY SUF	1,844.13	
			9084702152	1/23/2019	INVENTORY PO/ SAFETY SUF	164.46	
			9084749550	1/4/2019	CARBON DIOXIDE FOR POOL	202.40	2,867.29
			9084192437	1/16/2019	GROUPS MAINTENANCE SI	451.30	
81441	2/26/2019	0011325	ALAN'S LAWN & GARDEN CEN847385	1/31/2019	GROUPS MAINTENANCE SI	613.38	1,064.68
		Voucher:					
			850625	1/13/2019	THRU 12/15/18 - PERSONNEL	3,514.50	3,514.50
81442	2/26/2019	0011059	ALESHIRE & WYNDER, LLP, S49541	1/30/2019	SCHOOL CROSSING GUARD	14,972.10	14,972.10
		Voucher:					
81443	2/26/2019	00000185	ALL CITY MANAGEMENT SER'59306	1/30/2019	SCHOOL CROSSING GUARD	14,972.10	14,972.10
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81445	2/26/2019	00003399	ALVARADOSMITH	1/31/2019	SILVIA LAINEZ V. COSG, ETA	275.00	
			Voucher:				
				1/31/2019	COSG ADV. CITY OF GARDEN	660.00	
				1/31/2019	COSG RE STATE FARM, JERF	5,235.97	
				1/31/2019	COSG ADV MARIO CESAR PL	3,750.00	
				1/31/2019	COSG ADV CARMEN GONZAL	2,200.00	
				1/31/2019	COSG ADV ANA DELEON, ET.	112.80	
				1/31/2019	COSG ADV EDWARD HANO -	1,350.00	
				1/31/2019	COSG ADV BETSAIDA SANTA	10,485.90	
				1/31/2019	COSG ADV MARIA OSORIO -	1,375.00	
				1/31/2019	COSG ADV SAUL PADILLA - TI	925.00	
				1/31/2019	GENERAL - THRU 01/31/2019,	1,751.79	
				1/31/2019	ATTEND SPECIAL/REGULAR I	1,507.50	
				1/31/2019	TUESDAYS, AGENDAS & CITI	6,425.00	
				1/31/2019	EMPLOYMENT MATTERS - TH	137.50	
				1/31/2019	COMMUNITY DEVELOPMNET	4,482.50	
				1/31/2019	COSG ADV. ROBLES - THRU I	644.00	
				1/31/2019	COSG ADV. JOSE JESUS BAI	875.00	
				1/31/2019	COSG V. TRIMMING LAND CC	1,493.00	
				1/31/2019	COSG RE: MISC. PUBLIC WO	3,188.98	
				1/31/2019	COSG ADV. MARIA GOMEZ -	420.00	
				1/31/2019	COSG ADV ALMA GONZALEZ	75.00	
				1/31/2019	COSG ADV. GEORGINA BECE	1,173.51	
				1/31/2019	COSG JERRY TORREZ - THR	44,196.21	
				1/29/2019	DECEMBER 2018 - FSAADMIN	178.50	
				1/29/2019	ANNUAL RENEWAL FEE	170.00	
				2/4/2019	JANUARY 2019 - FSAADMIN F	178.50	
81446	2/26/2019	00004309	AMERIFLEX				92,739.66
			Voucher:				
							527.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81447	2/26/2019	0007290 APW KNOX-SEEMAN Voucher:	13863921	2/7/2019	TURN SIGNAL FLASHER	16.12	
			13863903	2/7/2019	CARBURETOR FLOAT	15.26	
			13843117	1/31/2019	30- LAMPS	34.21	
			13844763	1/31/2019	BRAKE PADS FOR UNIT 200	50.42	
			13864419	2/7/2019	HAZARD FLASHER	8.53	
			13821937	1/24/2019	LAMPS, STARTER SOLENOID	126.71	
			13862093	2/6/2019	SPARK PLUGS FOR UNIT 808	101.70	
			13835842	1/30/2019	BRAKE ROTORS FOR UNIT 11	285.23	
			13864421	2/7/2019	HAZARD FLASHER	8.53	
			13863979	2/7/2019	22- HOSE CONNECTORS	59.16	705.87
81448	2/26/2019	00003529 AT&T Voucher:	2506313928352	2/1/2019	BILLING PRD- 02/01-02/28	48.02	
			9604496558555	2/1/2019	BILLING PRD- 02/01/19-02/28/	234.66	
			248-134-3274-0	1/7/2019	BILLING PRD- 01/07/19-02/06/	48.02	330.70
			12529664	1/27/2019	BILLING PRD- 12/27/18-01/26/	322.29	322.29
81450	2/26/2019	00004126 A-THRONE CO INC. Voucher:	0000561675	1/18/2019	PORTABLE TOILETS	178.05	178.05
81451	2/26/2019	00000201 ATLANTIC LOCK & KEY Voucher:	16623	5/7/2018	3- KEYS MADE CODE	109.29	
			16622	5/7/2018	4 LABOR FOR REKEYLINE DC	317.17	
			16646	1/24/2019	8- KEYS MADE DUPLICATE	44.10	470.56
81452	2/26/2019	0009040 ATLAS BACKFLOW Voucher:	7195	1/24/2019	BACKFLOW TEST	150.00	
			7467	1/30/2019	EMERGENCY SERVICE - SG F	1,100.00	
			7466	1/28/2019	BACKFLOW	1,314.00	
			7181	1/24/2019	BACKFLOW TEST	100.00	
			7194	1/23/2019	BACKFLOW TEST	895.65	
			7384	1/24/2019	VALVE PACKING KIT	591.63	
			7392	1/23/2019	REPAIRS - SG PARK	1,914.00	6,065.28
81453	2/26/2019	0010585 AUTOZONE STORES, INC. Voucher:	5488526267	1/29/2019	WEATHER STRIPPING FOR U	16.53	
			5488520764	1/24/2019	AC COMPRESSOR KIT FOR U	255.77	
			5488534585	2/7/2019	5 HOSE CLAMPS	10.97	
			5488534682	2/7/2019	RADIATOR HOSE	55.67	338.94
81454	2/26/2019	0011336 AVANT-GARDE INC. Voucher:	5205	12/6/2018	NOVEMBER 2018- PROF LABI	1,505.00	
			5266	1/1/2019	DECEMBER 2018- PROF LABI	455.00	
			5265	1/1/2019	DECEMBER 2018 - CDBG ADI	7,247.50	9,207.50

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81455	2/26/2019	0007867 BADGE BEHAVIOR Voucher:	Y175019	1/31/2019	TRAINING- FIRST AID/ CPR/ A	1,500.00	1,500.00
81456	2/26/2019	0011669 BDO USA LLP Voucher:	001070118	1/29/2019	DEC 2018 - SECTION 8 FINAN	858.00	858.00
81457	2/26/2019	0009876 BIGGS CARDOSA Voucher:	75324	12/5/2018	NOVEMBER 2018 - DESIGN O	3,827.50	3,827.50
81458	2/26/2019	0005554 CALIFORNIA BLDNG STANDAF	1/16/2019	1/16/2019	BLDG STANDRDS AMINSTRN	499.10	499.10
81459	2/26/2019	00000862 CA-NV SECTION AWWA Voucher:	3858	1/17/2019	REGISTRATION TO CA-AWWA	1,125.00	1,125.00
81460	2/26/2019	00004433 CARPENTER, ROTHANS & DU	32203	1/17/2019	SRV THRU 12/31/18 - RE: J.H.	333.00	333.00
81461	2/26/2019	00000898 CENTRAL BASIN MUNI WATEF	SG-JAN19	2/12/2019	JAN 2019 - WATER USAGE- C	10,528.88	10,528.88
81462	2/26/2019	0006239 CENTRAL FORD Voucher:	331315	2/7/2019	SEAT BELT ASSEMBLY FOR 3	279.48	
			330949	1/30/2019	BLOWER RESISTOR FOR UN	154.90	
			331296	2/6/2019	HEATER VALVE FOR UNIT 44	29.67	464.05
81463	2/26/2019	00001863 CITITECH SYSTEMS INC Voucher:	2019-17261	12/28/2018	ANNUAL CITITECH SUPPORT	8,900.00	8,900.00
81464	2/26/2019	00004083 CJ CONCRETE CONSTRUCTI	5 (PRJ 566-ST)	12/5/2018	OCT 2018 - PROF CONSTRUC	71,500.32	71,500.32
81465	2/26/2019	0008971 CMR: DELGADO, JOSE G. Voucher:	01/15, 02/05/201	2/6/2019	01/15, 02/05/2019- PLANNING	250.00	250.00
81466	2/26/2019	0010933 CMR: HURTADO, GIL Voucher:	01/15, 02/05/201	2/6/2019	01/15, 02/05/2019- PLANNING	250.00	250.00
81467	2/26/2019	00001242 CMR: MASUSHIGE, SYLVIA Voucher:	01/15, 02/05/201	2/6/2019	01/15, 02/05/2019- PLANNING	250.00	250.00
81468	2/26/2019	0010131 CMR: PEREZ, JENNY Voucher:	01/15, 02/05/201	2/6/2019	01/15, 02/05/2019- PLANNING	250.00	250.00
81469	2/26/2019	0010626 CMR: VELASQUEZ, CARLOS Voucher:	01/15, 02/05/201	2/6/2019	01/15, 02/05/2019- PLANNING	250.00	250.00
81470	2/26/2019	00005141 CMRTA Voucher:	960	12/1/2018	THRU 12/31/2019 - MEMBERS	100.00	100.00

Final Check List
City of South Gate

apChkLst
02/19/2019 7:00:25PM

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81471	2/26/2019	00000311 COASTLINE EQUIPMENT Voucher:	507933 516724 516578 112998-THRU 2/	7/31/2018 8/30/2019 8/29/2018 11/30/2018	SERVICE HEAVY EQUIPMENT REPAIRS TO UNIT 288 ADDITIONAL REPAIRS TO UN MEMBERSHIP RENEWAL- MA	2,846.55 4,074.67 4,049.59 170.00	10,970.81 170.00
81472	2/26/2019	00001303 CPRS Voucher:	14021	1/30/2019	TROPHYS/SPECIAL SUPPLIE:	382.04	382.04
81473	2/26/2019	0006251 CROWN TROPHY Voucher:	14021	1/30/2019	TROPHYS/SPECIAL SUPPLIE:	382.04	382.04
81474	2/26/2019	00001423 DAILY JOURNAL CORPORATI Voucher:	B3215997 B3216972	1/31/2019 1/31/2019	NOTICE OF HEARING. SG PR NOTICE OF HEARING. 18-19 (277.20 117.60	394.80
81475	2/26/2019	0010459 DANCO TOOL & SUPPLY Voucher:	3691	2/1/2019	EQUIPMENT MAINTENANCE /	1,089.00	1,089.00
81476	2/26/2019	00000314 DAPEER ROSENBLIT & LITVAI Voucher:	15412 15302	11/30/2018 12/31/2018	11/14/18-11/30/18 - (CDBG) ML THRU 12/30/18- (ANIMAL CON	35.00 1,067.50	1,769.97
81477	2/26/2019	0008913 DAVID TURCH AND ASSOCIAT Voucher:	10296231863	1/8/2019	CONT # 2955. LEGISLATIVE C	2,500.00	2,500.00
81478	2/26/2019	00004105 DELL CATALOG SALES LP Voucher:	10296231863	2/4/2019	ADDITIONAL REPAIRS TO UN	295.34	295.34
81479	2/26/2019	00002588 DELL MARKETING LP Voucher:	0004902 10270555700 60113579531	12/13/2018 10/4/2018	DELL LATITUDE LAPTOPS WI RENEWAL: DELL SERVICE SL	3,231.27 1,087.18 -262.31	4,056.14
81480	2/26/2019	00000696 DEPT OF CONSERVATION DINOCT Voucher:	2019	1/16/2019	OCT- DEC 2018 - STRONG MK	647.88	647.88
81481	2/26/2019	00001597 DFM ASSOCIATES Voucher:	2019	2/5/2019	2019 CALIFORNIA ELECTION:	56.84	56.84
81482	2/26/2019	00002123 DHAYER, DANIEL Voucher:	3296 013019-SEMINA	1/11/2019 1/28/2019	REIMB: 2019 PAPA MEMBERS PAPANAHEIM SEMINAR ON	45.00 80.00	125.00
81483	2/26/2019	0007803 DON KELLER COLLISION CEN476 Voucher:	477	1/21/2019 1/21/2019	BODY REPAIR AND PAINT- UN LIABILITY CLAIM # 19-02-30~	600.00 450.00	1,050.00
81484	2/26/2019	00001788 ECONOLITE CONTROL PROD Voucher:	146806	12/7/2018	1-RASC321114100000 ASC/3 (509.76	509.76
81485	2/26/2019	00004013 ELITE OPTICAL CO. Voucher:	222038430-008C 223876594-1125	11/15/2018 11/15/2018	SAFETY GLASSES FOR JAIMI SAFETY GLASSES FOR OSC/	288.95 210.91	499.86
81486	2/26/2019	00004129 EMERGENCY RESPONSE CRIT Voucher:	2019-125	1/29/2019	CRIME SCENE CLEAN UP INC	650.00	650.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81487	2/26/2019	0011691 EMP: GODINEZ, CESAR Voucher:	01/18/19	1/18/2019	REIMB: APWA MEMBERSHIP	149.50	149.50
81488	2/26/2019	00001988 FAIR HOUSING FOUNDATION Voucher:	JAN 2019	2/11/2019	JAN 2019 - #7 PERSONNEL RI	2,087.17	2,087.17
81489	2/26/2019	00000619 FALCON FUELS, INC. Voucher:	3673	1/14/2019	REGULAR UNLEADED FUEL	4,228.84	
			3642	1/14/2019	REGULAR UNLEADED FUEL	8,334.68	
			3644	1/14/2019	REGULAR UNLEADED FUEL	23,662.55	36,226.07
81490	2/26/2019	00003770 FLEMING ENVIRONMENTAL IN Voucher:	14398	1/18/2019	UNDERGROUND STORAGE T	1,075.00	
			14397	1/18/2019	UNDERGROUND STORAGE T	1,075.00	
			14426	1/25/2019	UNDERGROUND STORAGE T	600.00	2,750.00
81491	2/26/2019	0010354 FRITTS FORD Voucher:	90517	1/17/2019	PURCHASE OF 2019 F150 CR	36,850.95	
			90529	1/17/2019	PURCHASE OF TWO F150 CF	36,999.73	73,850.68
81492	2/26/2019	0010237 FRONTIER COMMUNICATIONS Voucher:	562-869-7582-02	2/4/2019	BILLING - 02/04/19-03/03/19	66.17	
			562-806-9232-02	2/4/2019	BILLING- 02/04/19-03/03/2019	66.17	
			209-057-1084-02	2/1/2019	BILLING -02/01/2019 - 02/28/20	45.10	177.44
81493	2/26/2019	0009215 G&M OIL COMPANY, LLC Voucher:	711-040	2/5/2019	NOV 2018 EXPRESS CAR WA	20.00	
			711-039	2/5/2019	OCT 2018 EXPRESS CAR WA	15.00	35.00
81494	2/26/2019	00004934 GAS COMPANY Voucher:	045 400 7300 6-1	2/14/2019	BILLING PRD- 01/14-02/12/201	111.93	
			126 300 9600 1-1	2/14/2019	BILLING PRD- 01/14/19-02/12/	17.62	
			049-200-7902-9	2/15/2019	BILLING PRD- 01/15/18 - 02/13	343.66	
			115-800-9600-3	2/14/2019	BILLING PRD- 01/14/19 - 02/12	3,771.04	
			186-100-7200-3	2/14/2019	BILLING PRD- 01/14/19-02/12/	1,044.29	5,288.54
81495	2/26/2019	00002304 GENERAL PUMP COMPANY Voucher:	26835	12/31/2018	AS-NEEDED SERVICES FOR 1	1,040.00	
			26847	12/31/2019	AS-NEEDED SERVICES FOR 1	1,810.00	2,850.00
81496	2/26/2019	0006852 GOALS SOCCER CENTER Voucher:	WINTER 2019	2/5/2019	SOCCER- 01/09/2019-03/07/20	1,900.80	1,900.80
81497	2/26/2019	00004869 GOLDEN STATE WATER COM Voucher:	33744100000-02	2/5/2019	BILLING PRD- 01/03/2019 - 02/	275.08	
			53744100008-02	2/5/2019	BILLING PRD-01/03/19-02/04/1	193.41	
			6374410007-02/	2/5/2019	BILLING PRD- 12/04/2018 - 01,	228.22	
			73744100006	2/5/2019	BILLING PRD- 12/04/2018 -01/	135.53	
			32809400008	2/5/2019	BILLING PRD-01/03/2019 - 02/	44.58	
			29007447310-02	2/6/2019	BILLING PRD-01/04/2019 - 02/	51.19	928.01
81498	2/26/2019	0008789 GONZALEZ, VIOLETA ORQUID Voucher:	463	1/31/2019	25 THERAPEUTIC ART EMPO	5,500.00	5,500.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81499	2/26/2019	00002890 GRAINGER Voucher:	9048968557	1/7/2019	WATER SUPPLIES	936.42	
			9050567529	1/8/2019	2 SUMP PUMP, 1/2 HP 1-1 IN I	511.58	
			9057441132	1/15/2019	TABLES	624.70	
			9057616766	1/15/2019	ELECTRIC BOOT DRIVER FOI	108.66	
			9059853235	1/17/2019	BOOT DRYER FOR WATER D	73.02	2,324.30
			9052100451	1/9/2019	WATER SUPPLIES	69.92	
81500	2/26/2019	00000534 GRANDE VISTA STEEL Voucher:	161589	1/15/2019	STEEL FORMED ANGEL 1/4	151.11	151.11
81501	2/26/2019	00002568 HAAKER EQUIPMENT COMPAC48786 Voucher:		1/22/2019	HYDRAULIC CYLINDER FOR I	734.47	734.47
81502	2/26/2019	0005312 HADRONEX Voucher:	11475	11/21/2018	CONFIRMING PO - ANNUAL A	26,854.00	26,854.00
81503	2/26/2019	0011526 HASA, INC. Voucher:	628023	1/22/2019	WATER TREATMENT CHEMIC	535.70	
			627752	1/17/2019	WATER TREATMENT CHEMIC	200.10	
			628024	1/22/2019	WATER TREATMENT CHEMIC	896.99	
			627753	1/17/2019	WATER TREATMENT CHEMIC	996.66	2,629.45

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81504	2/26/2019	00000268 HOME DEPOT CREDIT SERVI	(3444414	1/3/2019	GRAFFITI SUPPLIES FOR CR	366.77	
		Voucher:	0230408	1/3/2019	NEW SECURITY WINDOW SF	212.84	
			4351283	1/29/2019	WATER - MISC SUPPLIES	140.59	
			6363168	2/6/2019	GROUNDS MAINTENANCE SI	48.66	
			3230503	1/30/2019	GROUNDS MAINTENANCE SI	16.42	
			7351297	2/5/2019	GROUNDS MAINTENANCE SI	229.20	
			344412	1/3/2019	GRAFFITI PAINT FOR FIREST	232.32	
			1344497	1/22/2019	SOLAR FLEX WHITE 4.5 GAL.	155.32	
			6351303	2/26/2019	GROUNDS MAINTENANCE SI	21.97	
			8230332	12/6/2018	WATER - MISC SUPPLIES	23.37	
			8363127	1/15/2019	FACILITIES MAINTENANCE SI	119.76	
			0034453	1/23/2019	GANG HOLE BRONZE	52.23	
			351261	1/23/2019	FACILITIES MAINTENANCE SI	59.59	
			6230441-2019	1/17/2019	WET PATCH	205.76	
			1344498	1/22/2019	ALABASTER CROWN LOWER	97.50	
			1344501	1/22/2019	FACILITIES MAINTENANCE SI	167.90	
			4363115	1/9/2019	SUPPLIES FOR ARTURO CER	250.93	
			9344509	1/24/2019	FACILITY MAINTENANCE SUF	69.12	
			4351284	1/29/2019	GROUNDS MAINTENANCE SI	179.56	
			4351275	1/29/2019	32 OZ SPRAY BOTTLE & STAI	179.19	
			0230407	1/3/2019	NEW SECURITY WINDOW SF	212.84	
			6363107	1/7/2019	CONCRETE MIX	15.32	
			5363140	1/28/2019	GROUNDS MAINTENANCE SI	49.05	
			344413	1/3/2019	GRAFFITI PAINT FOR FIREST	348.48	
			9363126	1/14/2019	FACILITIES MAINTENANCE SI	9.17	
81505	2/26/2019	00000647 HONEYWELL INTERNATIONAL	531696	1/25/2019	HONEYWELL-ANNUAL SVCS	8,540.00	3,463.86
		Voucher:					8,540.00
81506	2/26/2019	0008655 HYDROSCIENTIFIC WEST	2039	1/11/2019	01/09/2019 (6-HOURS) - AS-NI	1,754.40	1,754.40
		Voucher:					
81507	2/26/2019	00004578 INTERWEST CONSULTING	GF46648	1/24/2019	PLAN CHECK SERVICES	10,572.25	
		Voucher:	43962	10/1/2018	PLAN CHECK SERVICES	95.00	10,667.25
81508	2/26/2019	0008186 JACOBSEN WEST	91705557	1/30/2019	GROUNDS MAINT. EQUIPMEI	502.96	502.96
		Voucher:					
81509	2/26/2019	0008222 JCL TRAFFIC SERVICES	95616	6/4/2018	TRAFFIC MITIGATION RENTA	2,350.00	
		Voucher:	95319	5/10/2018	REPLENISH STOCK	3,332.86	5,682.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81510	2/26/2019	0005586	JOE A. GONSALVES & SONS 157182	1/17/2019	FEB 2019 - LEGISLATIVE ADV	2,500.00	2,500.00
		Voucher:					
81511	2/26/2019	00000430	JOHN L. HUNTER AND ASSOC SGUO1018	12/27/2018	OCTOBER 2018 - USED OIL R	332.50	
		Voucher:	SGUO1118	1/15/2019	NOVEMBER 2018 - USED OIL	427.50	
			SGNP1118	1/15/2019	NOVEMBER 2018- PROF SER	8,061.25	8,821.25
81512	2/26/2019	00003725	KENNEDY/JENKS CONSULTA127404	1/16/2019	THRU 12/28/18 - PROF SVCS	5,337.50	5,337.50
		Voucher:					
81513	2/26/2019	00003715	KOSMONT COMPANIES 18-0125-001	12/31/2018	DEC 2018 - GATEWAY DISTRI	1,151.80	1,151.80
		Voucher:					
81514	2/26/2019	00001478	LAKESHORE 4042751218-REI	12/19/2018	RI CK#81324 - PRESCHOOL P	71.14	
		Voucher:	4042741218-REI	12/19/2018	RI CK# 81324 - PRESCHOOL F	399.76	470.90
81515	2/26/2019	00002870	LAW OFFICES OF JONES & M89969	12/31/2018	THRU 12/31/18- PITCHESS MC	800.00	
		Voucher:	90253	1/31/2019	THRU 01/31/19- PITCHESS MC	800.00	1,600.00
81516	2/26/2019	00003730	LEAGUE OF CALIFORNIA CITI 189515	1/31/2019	MEMBERSHIP DUES FOR CAI	24,117.00	24,117.00
		Voucher:					
81517	2/26/2019	0010423	LEWIS BRISBOIS BISGAARD 2256858	12/31/2018	IN RE: BOOT CAMP - THRU 1'	17,675.18	
		Voucher:	2279942	1/31/2019	IN RE: BOOT CAMP - THRU 1'	1,572.50	19,247.68
81518	2/26/2019	00003754	LIEBERT CASSIDY WHITMOR1472293	12/31/2018	RE: GENERAL - SRV THRU 12	525.50	
		Voucher:	1472294	12/31/2018	ADVICE RE BERMAL CIVIL CC	2,330.50	2,856.00
81519	2/26/2019	00004269	M.L. BERNIE COMPANY INC 724722	1/7/2019	TIRE REPAIR AND RELATED F	324.45	324.45
		Voucher:					
81520	2/26/2019	00004060	MCMaster-CARR SUPPLY C163339809	1/10/2019	SPECIALTY HARDWARE	112.48	
		Voucher:	84941529	1/28/2019	WATER SUPPLIES	808.18	2,604.46
			83304980	1/9/2019	WATER SUPPLIES	1,683.80	19,257.44
81521	2/26/2019	0011575	MERCHANTS BUILDING 515238	12/31/2018	MBM-ANNUAL CUSTODIAL AN	19,257.44	19,257.44
		Voucher:					
81522	2/26/2019	00000447	MISC - BLDG PERMITS 17-2428 WATER	1/31/2019	17-2428 WATER SHED CONSI	780.00	780.00
		Voucher:					
81523	2/26/2019	00000447	MISC - BLDG PERMITS 18-3019 QUINTE	11/12/2018	18-3019 QUINTERO, P - REFU	234.00	234.00
		Voucher:					
81524	2/26/2019	00000447	MISC - BLDG PERMITS 18-3039 MARAV	11/3/2018	18-3039 MARAVILLA FOUNDA'	16.00	16.00
		Voucher:	18-2945-MARAV	11/5/2018	18-2945- MARAVILLA FOUNDA'	16.00	32.00
81525	2/26/2019	00000447	MISC - BLDG PERMITS 18-2491 MARAV	9/26/2018	18-2491 MARAVILLA FOUNDA'	16.00	16.00
		Voucher:					

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81526	2/26/2019	00001496	461462	10/29/2018	OVERPAYMENT ON HOMEOW	171.00	171.00
	Voucher:						
81527	2/26/2019	00000170	163579	1/10/2019	163579 REFUND: FACILITY FE	1,320.00	1,320.00
	Voucher:						
81528	2/26/2019	00000170	166306	1/30/2019	166306 - REFUND: DEPOSIT/F	956.00	956.00
	Voucher:						
81529	2/26/2019	00000170	135413	8/1/2018	135413 REFUND: DEPOSIT PE	430.00	430.00
	Voucher:						
81530	2/26/2019	00000170	ALVAREZ, COSI	7/9/2018	REFUND: 14 MONTHS (BASIC	112.00	112.00
	Voucher:						
81531	2/26/2019	00000170	158243	12/3/2018	158243 - REFUND: TRIP TO SI	40.00	40.00
	Voucher:						
81532	2/26/2019	00000170	158234	12/3/2018	158234 - REFUND: TRIP TO SI	40.00	40.00
	Voucher:						
81533	2/26/2019	00000170	158212	12/3/2018	158212- REFUND: TRIP TO SH	40.00	40.00
	Voucher:						
81534	2/26/2019	00000170	164517	1/16/2019	158234 - REFUND: TRIP TO SI	40.00	40.00
	Voucher:						
81535	2/26/2019	00000170	158177	12/3/2018	158177 - REFUND: TRIP TO SI	40.00	40.00
	Voucher:						
81536	2/26/2019	00000170	158218	12/3/2018	158218 - REFUND: TRIP TO SI	20.00	20.00
	Voucher:						
81537	2/26/2019	00000170	158561	12/4/2018	158561- REFUND: TRIP TO SH	20.00	20.00
	Voucher:						
81538	2/26/2019	0006941	MOST DEPENDABLE FOUNTAINV52997	9/18/2018	MOST DEPENDABLE FTNS-R	4,629.58	4,629.58
	Voucher:						
81539	2/26/2019	0008506	MUNITEMPS	129028	12/24/18-01/03/19 - PW PROJE	2,000.00	
	Voucher:						
81540	2/26/2019	00004620	MUTUAL LIQUID GAS & EQUIF370899	129095	HR ANALYST- TAYLOR, TIMO	2,975.00	
	Voucher:						
81541	2/26/2019	0011779	NACHO AUTOMOTIVE REPAIR24718	375074	PROANE GAS AND COMPLI	598.74	
	Voucher:						
81542	2/26/2019	0009410	NATIONAL METER & AUTOMATS1109595.001	1/29/2019	PROANE GAS AND COMPLI	364.82	
	Voucher:						
				2/7/2019	CHECK AND ADJUST TIMING-	65.00	
				1/24/2019	METER STOCK REPLACEMENT	19,566.02	19,566.02

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81543	2/26/2019	00004200	NATIONAL PLANT SERVICES, 14516	12/30/2018	CCTV SERVICES	3,500.00	3,500.00
81544	2/26/2019	00004651	NIXON-EGLI EQUIPMENT CO W05201B	2/22/2018	REPAIR/SERVICE/PARTS FOF	721.31	721.31
81545	2/26/2019	0005289	NOBEL SYSTEMS	1/31/2019	SUPPORT SERVICES FOR GE	1,980.00	6,780.00
				12/28/2018	SUBSCRIPTION FEE 19/20, - I	4,800.00	
81546	2/26/2019	0010281	NV5, INC.	1/24/2019	DECEMBER 2018 - CONST. M	6,072.00	6,072.00

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81548	2/26/2019	00001414 OFFICE DEPOT	256604786001	1/11/2019	OFFICE SUPPLIES	55.07	
		Voucher:	260078862001		CREDIT FOR RETURN, REF#	-97.00	
			263896212001		CREDIT FOR RETURN, REF#	-24.28	
			262691378001	1/23/2019	OFFICE SUPPLIES	768.60	
			264630111001	1/24/2019	OFFICE SUPPLIES	118.33	
			264688548001	1/24/2019	OFFICE SUPPLIES	116.15	
			263968277001	1/24/2019	OFFICE SUPPLIES	31.96	
			266488702001	1/29/2019	OFFICE SUPPLIES	354.35	
			266541636001	1/29/2019	OFFICE SUPPLIES	803.74	
			264889514001	1/29/2019	OFFICE SUPPLIES	82.82	
			265066924001	1/29/2019	OFFICE SUPPLIES	819.34	
			268210076001	1/31/2019	OFFICE SUPPLIES	460.12	
			260105308001	1/16/2019	INVENTORY PO/ STORAGE B	609.37	
			261370831001	1/17/2019	OFFICE SUPPLIES	363.36	
			260254759001	1/15/2019	OFFICE SUPPLIES	88.84	
			260315159001	1/15/2019	OFFICE SUPPLIES	24.28	
			257020497001	1/10/2019	OFFICE SUPPLIES	86.79	
			2270692069	1/23/2019	OFFICE SUPPLIES	88.00	
			260033187001	1/15/2019	OFFICE SUPPLIES	711.06	
			254150670001	1/8/2019	OFFICE SUPPLIES	95.22	
			267404635001	1/31/2019	OFFICE SUPPLIES	89.92	
			266139793001	1/29/2019	OFFICE SUPPLIES	104.44	
			256156400001	1/8/2019	OFFICE SUPPLIES	36.50	
			256156591001	1/8/2019	OFFICE SUPPLIES	15.62	
			256156591002	1/9/2019	OFFICE SUPPLIES	10.71	
			260264286001	1/15/2019	OFFICE SUPPLIES	219.33	
			260268508001	1/16/2019	OFFICE SUPPLIES	14.32	
			260268509001	1/15/2019	OFFICE SUPPLIES	7.60	
			257339602001	1/10/2019	OFFICE SUPPLIES	158.57	
			260265819001	1/15/2019	OFFICE SUPPLIES	98.96	
			260029103001	1/15/2019	OFFICE SUPPLIES	294.94	
			260314637001	1/15/2019	OFFICE SUPPLIES	137.55	
			234578916001	1/15/2019	OFFICE SUPPLIES	242.53	
			266738622001	1/31/2019	OFFICE SUPPLIES	64.35	
			254599766001	1/10/2019	OFFICE SUPPLIES	313.72	

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			254605393001	1/10/2019	OFFICE SUPPLIES	23.78	
			265369299001		CREDIT FOR RETURN, REF#	-34.06	
			261379315001	1/18/2019	OFFICE SUPPLIES	5.50	
			263966782001	1/23/2019	OFFICE SUPPLIES	150.57	
			254443263001	1/8/2019	OFFICE SUPPLIES	421.55	
			256242096001	1/9/2019	OFFICE SUPPLIES	87.83	
			256566782001	1/10/2019	OFFICE SUPPLIES	418.89	
			260698088001	1/17/2019	OFFICE SUPPLIES	125.86	
			261190417001	1/17/2019	OFFICE SUPPLIES	58.53	
			261377048001	1/17/2019	OFFICE SUPPLIES	389.07	
			261384011001	1/17/2019	OFFICE SUPPLIES	61.05	
			268707781-001	2/5/2019	BATTERY BACKUP 600VA	203.03	
			266139793-001	1/29/2019	CALENDAR WALL/DESKPAD	104.44	
			260962542001	1/17/2019	OFFICE SUPPLIES	86.40	
			261379314001	1/18/2019	OFFICE SUPPLIES	32.07	
			261379316001	1/17/2019	OFFICE SUPPLIES	36.50	
			257587437001	1/10/2019	OFFICE SUPPLIES	186.39	
			266918040001	1/31/2019	OFFICE SUPPLIES	13.48	
			266893852001	1/31/2019	OFFICE SUPPLIES	37.94	9,774.00
81549	2/26/2019	00003996 OFFICE MAX	2270692069	1/23/2019	OFFICE SUPPLIES	88.00	88.00
		Voucher:					
81550	2/26/2019	0009786 OLIVAREZ MADRUGA LEMIEU5802		12/31/2018	DEC. 2018 - RE: SOUTHERN C	855.00	855.00
		Voucher:					

Bank : botw BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81551	2/26/2019	0007984 O'REILLY AUTO PARTS	3063-270515	1/30/2019	RADIATOR CAPS FOR UNIT 1	24.05	
		Voucher:	3063-269308	1/23/2019	HOUR METER FOR UNIT 233	51.81	
			3063-269191	1/22/2019	AIR FILTER FOR UNIT 233	14.69	
			3063-270242	1/28/2019	OIL FILTER FOR UNIT 293	17.13	
			3063-270498	1/30/2019	INSULATION TAPE	14.59	
			3063-270282	1/28/2019	BRAKE PADS FOR UNIT 293	94.56	
			3063-271533	2/6/2019	3- MINI BULBS FOR UNIT 196	19.68	
			3063-268098	1/16/2019	VALVE COVER GASKET FOR	32.29	
			3063-271630	2/7/2019	PRESSURE SWITCH FOR UN	44.09	
			3063-271311	2/4/2019	6- ANTIFREEZE	85.93	
			3063-269342	1/23/2019	HYDRAULIC FILTER FOR UNI	37.11	
			3063-270559	1/30/2019	WINDOW REGULATOR FOR L	114.21	
			3063-271209	2/4/2019	3SETS. BRAKE PADS FOR UN	196.49	
			3063-271414	2/5/2019	SPARK PLUGS AND SWITCH	26.58	
			3063-271544	2/6/2019	BRAKE PADS FOR UNIT 159	57.41	
			3063-271553	2/6/2019	2SETS. BRAKE PADS FOR UN	149.41	
			3063-271547	2/6/2019	LIGHT SOCKET AND ADHESIN	83.64	
			3063-271549	2/6/2019	LIGHT SOCKET FOR UNIT 221	7.72	
			3063-270699	1/31/2019	BRAKE MASTER CYLINDER F	58.34	
			3063-271196	2/4/2019	LAMPS FOR UNIT 638	5.45	
			3063-270583	1/30/2019	AC SWITCH FOR UNIT 295	37.28	
			3063-271688	2/7/2019	SPARK PLUG AND STARTING	15.39	
81552	2/26/2019	00002817 OSCAR'S PRINTING INC.	4851	1/29/2019	OFFICE OF THE CITY CLERK	84.69	1,187.85
		Voucher:	6118	1/23/2019	#10 REGULAR ENVELOPES -	549.87	634.56
81553	2/26/2019	00001297 PD: ARANA, MANUEL	1-2464	2/1/2019	TRAINING- FIREARMS AND S	187.00	187.00
		Voucher:	1-2461	2/1/2019	TRAINING- NARCOTIC AND S	246.00	246.00
81554	2/26/2019	00004637 PD: CAMACHO, JASON	1-2465	2/1/2019	TRAINING- DRUG RECOGNIT	669.84	669.84
		Voucher:	1-2465	2/1/2019	TRAINING- DRUG RECOGNIT	669.84	669.84
81555	2/26/2019	0010854 PD: CUEVAS, JESUS	1-2464	2/1/2019	TRAINING- FIREARMS AND S	222.00	
		Voucher:	3.REIMB.1/28-2/	1/28/2019	NEW LOCKS FOR THE RANG	40.92	
81556	2/26/2019	00000819 PD: DAHLIA, CHRISTOPHER	1-2464	1/29/2019	REIMB. FOR FUEL DURING TI	95.00	
		Voucher:	1.REIMB.1/28-2/	1/26/2019	REIMB. POSTER BOARD FOR	33.71	
			2.REIMB.1/28-2/	1/26/2019	REIMB. POSTER BOARD FOR	33.71	391.63

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81557	2/26/2019	0011901	PD: FRESNO COUNTY SHERISO16228	1/23/2019	STC TRAINING MATERIAL, TL	150.99	150.99
			Voucher:				
81558	2/26/2019	0009491	PD: KRISMAN, AARON	1/21/2019	TRAINING- DRUG RECOGNIT	293.33	293.33
			Voucher:				
81559	2/26/2019	00000590	PD: PATINO, IGNACIO	2/1/2019	TRAINING- FIREARMS AND SI	1,175.10	1,175.10
			Voucher:				
81560	2/26/2019	00004717	PETTY CASH- GENERAL FUNI01/08/19-02/05/1	2/7/2019	PETTY CASH RECEIPTS - 01/	892.53	892.53
			Voucher:				
81561	2/26/2019	00004713	PETTY CASH- PARKS & REC.E01/15/19-02/11/1	2/12/2019	PETTY CASH RECEIPTS- 01/1	257.55	257.55
			Voucher:				
81562	2/26/2019	0007072	PIRTEK COMMERCE SOUTH S2867358.001	1/30/2019	2- HYDRAULIC HOSES FOR U	470.62	470.62
			Voucher:				
81563	2/26/2019	00001921	PK: ALCANTARA, RAUL	2/6/2019	PIANO/GUITAR CLASSES- 0	1,043.30	1,043.30
			Voucher:				
81564	2/26/2019	00004271	PK: BETANCOURT, CRYSTAL	2/6/2019	HIP HOP/TMBLNG/JAZZ/BABY	3,570.74	3,570.74
			Voucher:				
81565	2/26/2019	00001643	PK: DIAZ, VANESSA	2/6/2019	BALLET/MEX FOLK CLASSES	1,819.40	1,819.40
			Voucher:				
81566	2/26/2019	0005732	PK: GONZALEZ, JESSICA	2/6/2019	CHEERLEADING- 01/09/2019-	860.08	860.08
			Voucher:				
81567	2/26/2019	0011257	PK: GUILMETTE, ROBERT	01/02/19-01/30/1	YOGA CLASSES - 01/02/19-01	175.00	175.00
			Voucher:				
81568	2/26/2019	0006250	PK: GUTIERREZ, LAZARO	2/5/2019	TENNIS LESSONS- 01/07/2019	686.40	686.40
			Voucher:				
81569	2/26/2019	0008741	PK: HINDU, CLAUDIA	2/6/2019	ART / FASHION CLASSES- 01,	297.72	297.72
			Voucher:				
81570	2/26/2019	0011722	PK: JIMENEZ, JOSE E.	01/07/19-02/04/1	CHESS 01/07/19-02/04/19	33.08	33.08
			Voucher:				
81571	2/26/2019	00003691	PK: LARIOS, JUAN	FEBRUARY 201	KARATE - 02/04/19-02/27/19	297.00	297.00
			Voucher:				
81572	2/26/2019	00003708	PK: LASTRA, MARY	2/6/2019	MEX. FOLK CLASSES- 01/09/2	1,124.72	1,124.72
			Voucher:				
81573	2/26/2019	00003720	PK: RODRIGUEZ, BEATRIZ J	01/07/19-01/31/1	OVER EASY CLASSES- 01/07/	132.00	132.00
			Voucher:				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81574	2/26/2019	0010624	PK: SANCHEZ, MARIBEL	01/02/19-02/02/1	ZUMBA - 01/02/19-02/02/19	490.00	490.00
			Voucher:				
81575	2/26/2019	0008743	PK: SPINDOLA, DANIELLE	01/03/19-01/31/1	YOGA CLASSES - 01/03/19-01	315.00	315.00
			Voucher:				
81576	2/26/2019	0009567	PK: TUJALIJ-UMI, NAOMI K.	01/05/19-02/01/1	ZUMBA - 01/05/19-02/01/19	630.00	630.00
			Voucher:				
81577	2/26/2019	0005405	POLLARDWATER.COM	0128436	HAND PUMP	270.06	270.06
			Voucher:				
81578	2/26/2019	0009511	PRADO FAMILY SHOOTING R4834	0128436	TRAINING - PATROL RIFLE C	1,500.00	1,500.00
			Voucher:				
81579	2/26/2019	00004055	PROFORCE LAW ENFORCEM	367029	TASER CARTRIDGES	3,632.74	
			Voucher:				
81580	2/26/2019	00000416	RAPID-O-PRINT	367034	TASER, TASER BATTERIES A	14,238.79	17,871.53
			Voucher:				
81581	2/26/2019	0011545	RELX, INC.	16631	AMR DOORHANGERS PRINTI	296.57	
			Voucher:				
81582	2/26/2019	00004773	RET: ALMANZA, JOSEPH A	16450	AMR FLYERS	295.90	
			Voucher:				
81583	2/26/2019	0005570	RET: ALONZO, ANTHONY	16488	FLYERS	538.02	
			Voucher:				
81584	2/26/2019	0009815	RET: AMEY, ISAAC D	1431080-201901	JAN 2019 - MONTHLY SUBSCI	732.45	
			Voucher:				
81585	2/26/2019	0008275	RET: AROCHA, FRANCIS X.	FEBRUARY 201	RETIREE MEDICAL INS. - FEB	250.00	
			Voucher:				
81586	2/26/2019	0005813	RET: AVILA, VINCENT	FEBRUARY 201	RETIREE MEDICAL INS. - FEB	1,100.86	
			Voucher:				
81587	2/26/2019	00001840	RET: BLASKA, WILLIAM MIKE	FEBRUARY 201	RETIREE MEDICAL INS. - FEB	250.00	
			Voucher:				
81588	2/26/2019	00001265	RET: BRASSFIELD, CHARLES	FEBRUARY 201	RETIREE MEDICAL INS. - FEB	250.00	
			Voucher:				
81589	2/26/2019	0006324	RET: BURBACH, MAUREEN	FEBRUARY 201	RETIREE MEDICAL INS.- FEBI	150.00	
			Voucher:				
81590	2/26/2019	00004776	RET: CARTER, LLOYD B	FEBRUARY 201	RETIREE MEDICAL INS. - FEB	250.00	
			Voucher:				

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81591	2/26/2019	00000495 Voucher:	RET: CHAVEZ, ANTHONY A	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81592	2/26/2019	00000817 Voucher:	RET: CHRIST, DOUGLAS F	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	241.60	241.60
81593	2/26/2019	00002460 Voucher:	RET: COMSTOCK, JOSEPH E	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	200.00	200.00
81594	2/26/2019	0006505 Voucher:	RET: CORBET, RONALD	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81595	2/26/2019	00003408 Voucher:	RET: DAMRON, ROGER V	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81596	2/26/2019	00004777 Voucher:	RET: DAY, ROBERT A	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81597	2/26/2019	0008746 Voucher:	RET: DELEON, RUBEN	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81598	2/26/2019	00001776 Voucher:	RET: EADE, JOANN	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	183.34	183.34
81599	2/26/2019	00003973 Voucher:	RET: EADS, KENNETH P.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81600	2/26/2019	00003853 Voucher:	RET: FANNIN, ZONA	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81601	2/26/2019	0008820 Voucher:	RET: FERNANDEZ, CARLOS	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81602	2/26/2019	00004403 Voucher:	RET: FIELD, GARY	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81603	2/26/2019	0006507 Voucher:	RET: FIGUEROA, GLORIA A.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81604	2/26/2019	00000605 Voucher:	RET: FORRESTER, BOB L	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81605	2/26/2019	0005355 Voucher:	RET: GALBREATH, RUSSELL	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81606	2/26/2019	0011326 Voucher:	RET: GALVAN, RAY A.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81607	2/26/2019	0011186 Voucher:	RET: GAMBOA, OSCAR	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81608	2/26/2019	00000496 Voucher:	RET: GEORGE, RONALD P	2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81609	2/26/2019	0006508 Voucher:	RET: GOMEZ, JOSEPH C.	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81610	2/26/2019	00003940 Voucher:	RET: GONZALEZ, HIRAM	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81611	2/26/2019	0006328 Voucher:	RET: GUTIERREZ, MANUEL	2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81612	2/26/2019	0006509 Voucher:	RET: HAMMOND, DONNA	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81613	2/26/2019	0006510 Voucher:	RET: HERNANDEZ, MARIA	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81614	2/26/2019	0008059 Voucher:	RET: HILL, GARY	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81615	2/26/2019	0006329 Voucher:	RET: HOMSHER, HUGH	2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81616	2/26/2019	00004784 Voucher:	RET: HUNTRODS, RICHARD	2/7/2019	RETIREE MEDICAL INS. - FEB	209.80	209.80
81617	2/26/2019	0009521 Voucher:	RET: HUPP, KEITH	2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81618	2/26/2019	0008058 Voucher:	RET: INMAN, RONALD	2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81619	2/26/2019	00004785 Voucher:	RET: IRISH, TERRY F	2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81620	2/26/2019	0011110 Voucher:	RET: JOHNSON, GERALD	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81621	2/26/2019	00004787 Voucher:	RET: KENNEDY, GARY E	2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81622	2/26/2019	0005356 Voucher:	RET: KEY, ANDREW	2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81623	2/26/2019	0011111 Voucher:	RET: KOOMEN, SHERI L.	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81624	2/26/2019	0010881 Voucher:	RET: KOOPMANS, WILLIAM O	2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81625	2/26/2019	00004788 Voucher:	RET: LANE JR, EDWARD W	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81626	2/26/2019	0009946 Voucher:	RET: LEFEVER, STEVEN A.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	200.00	200.00
81627	2/26/2019	0010410 Voucher:	RET: LEO, FRANK	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81628	2/26/2019	00004789 Voucher:	RET: LILLEY, RAYMOND E	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81629	2/26/2019	0005633 Voucher:	RET: LOPEZ, ALFONSO	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	590.37	590.37
81630	2/26/2019	0006511 Voucher:	RET: LOPEZ, RAMON A.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81631	2/26/2019	0009453 Voucher:	RET: LOPEZ, VERONICA	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81632	2/26/2019	0007656 Voucher:	RET: MATSUKIYO, DAVID	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81633	2/26/2019	00003833 Voucher:	RET: MOOMEY, STEVEN	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	518.00	518.00
81634	2/26/2019	00003328 Voucher:	RET: MOSBY, DOROTHEA S	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	183.34	183.34
81635	2/26/2019	0011895 Voucher:	RET: MUNOZ, ALFREDO	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	1,100.86	1,100.86
81636	2/26/2019	00003239 Voucher:	RET: NASSAR, SAM R	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	200.00	200.00
81637	2/26/2019	0011522 Voucher:	RET: PELLERIN, ROBERT	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81638	2/26/2019	00005237 Voucher:	RET: PEREZ, SUSAN	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81639	2/26/2019	0010733 Voucher:	RET: PIXLER, DAVID	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81640	2/26/2019	00004794 Voucher:	RET: POWELL, ROBERT K.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81641	2/26/2019	0006326 Voucher:	RET: RAMIREZ, VIRGINIA	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00

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81642	2/26/2019	00003798 Voucher:	RET: RANGEL, ARMANDO	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81643	2/26/2019	0006327 Voucher:	RET: RASCO, ANGELA	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81644	2/26/2019	00003630 Voucher:	RET: REGALADO, MARY	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81645	2/26/2019	0011112 Voucher:	RET: SALDIVAR, MARIO M.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81646	2/26/2019	00001867 Voucher:	RET: SCHMID, BEATRICE J	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81647	2/26/2019	0009865 Voucher:	RET: SCHRADER, GEORGE R	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81648	2/26/2019	0011521 Voucher:	RET: SCOTT, DAVID	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81649	2/26/2019	00000458 Voucher:	RET: SEWELL, ELAINE	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81650	2/26/2019	00000459 Voucher:	RET: SEWELL, KENNETH R	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81651	2/26/2019	0006513 Voucher:	RET: SHETTER, RANDOLPH	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81652	2/26/2019	00000869 Voucher:	RET: SMITH, CHARLES R	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81653	2/26/2019	00004796 Voucher:	RET: SPEELMAN, PATRICIA L	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81654	2/26/2019	00002147 Voucher:	RET: SPROWLS, KENNETH C	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
81655	2/26/2019	0008313 Voucher:	RET: SULLIVAN, DARREN	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81656	2/26/2019	0006512 Voucher:	RET: TATTI, WILLIAM P.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS.- FEBI	150.00	150.00
81657	2/26/2019	0005357 Voucher:	RET: TODD, ROBERT M.	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
81658	2/26/2019	00003573 Voucher:	RET: VANLIEROP, MARTIN G	FEBRUARY 201 2/7/2019	RETIREE MEDICAL INS. - FEB	518.00	518.00

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81659	2/26/2019	00003959	FEBRUARY 201	2/27/2019	RETIREE MEDICAL INS. - FEB	306.00	306.00
	Voucher:						
81660	2/26/2019	0007655	FEBRUARY 201	2/27/2019	RETIREE MEDICAL INS. - FEB	509.70	509.70
	Voucher:						
81661	2/26/2019	00004379	FEBRUARY 201	2/27/2019	RETIREE MEDICAL INS.- FEB	150.00	150.00
	Voucher:						
81662	2/26/2019	00000498	FEBRUARY 201	2/27/2019	RETIREE MEDICAL INS. - FEB	250.00	250.00
	Voucher:						
81663	2/26/2019	0008821	FEBRUARY 201	2/27/2019	RETIREE MEDICAL INS. - FEB	1,100.86	1,100.86
	Voucher:						
81664	2/26/2019	0010872	0241B	2/14/2019	4 POLE BANNERS FINAL INV	2,300.00	3,300.00
	Voucher:						
81665	2/26/2019	0007826	0214A	2/14/2019	4 POLE BANNERS FINAL INV	1,000.00	14,023.00
	Voucher:						
81666	2/26/2019	0011527	572	12/20/2018	MAINTENANCE OF BASINS	14,023.00	16,042.06
	Voucher:						
81667	2/26/2019	0007637	110	1/15/2019	PMNT #8, CONSTRUCTION O	16,042.06	8,948.75
	Voucher:						
			1004432	1/31/2019	JAN 2019 - RSG1882-SUCCE	6,728.75	56.25
			1004429	1/31/2019	JAN 2019 - RSG1879-9001-15	156.25	145.00
			1004430	1/31/2019	JAN 2019 - RSG1880-2017-18	2,351.25	461.25
			1004431	1/31/2019	JAN 2019 - RSG1881-INCLUSI	427.50	2,190.00
			1004285	12/31/2018	DEC 2018 - RSG1880-2017-18	7,143.75	6,715.00
			1004289	12/31/2018	DEC 2018 - RSG1940-HOUSIN	82.50	681.21
			1004433	1/31/2019	JAN 2019 - RSG1940-HOUSIN	312.44	779.03
			1004263	12/31/2018	DEC 2018 - RSG1878-8640 CA	1,271.59	35,406.25
			1004287	12/31/2018	DEC 2018 - RSG1920-STAFF E		
			1004286	12/31/2018	DEC 2018 - RSG1882-SUCCE		
			1004284	12/31/2018	DEC 2018 - RSG1879-9001-15		
			1004428	1/31/2019	JAN 2019 - RSG1878-8640 CA		
81668	2/26/2019	00004821	S100127100.001	1/9/2019	VARIOUS WATER SUPPLIES		
	Voucher:						
			S100127895.001	1/24/2019	WATER SUPPLIES		
			S100127105.001	1/9/2018	VARIOUS WATER SUPPLIES		
			S100127196.001	1/24/2019	MISC HARDWARE		

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81669	2/26/2019	00003152	11/09/18- CK# 2(11/19/2018	REIMB. CHANDLER ARIZONA	850.00	
		Voucher:	#111-3972819-7;	12/15/2018	REIMB. COMPETITION SUPPLI	57.23	
			#111-8558187-9;	12/15/2018	REIMB. COMPETITION SUPPLI	35.83	
			1822	1/8/2019	REIMB. PRINTED TEE-SHIRT\$	545.25	
			FOLIO #76028	1/17/2019	REIMB. HOTEL ROOM SPRIN	1,594.68	
			RCPT #8689	1/15/2019	REIMB. GOODIE'S UNIFORMS	273.48	
			RENTALAGRM	1/20/2019	REIMB. CAR RENTAL	644.80	
			01/17/19-01/2/1/	1/2/2019	REIMB. 01/17/19-01/2/1/19 - FC	937.31	4,938.58
81670	2/26/2019	0010999	SSG201901	2/5/2019	AMEND NO. 1 - AGREE FOR F	14,280.00	14,280.00
		Voucher:					
81671	2/26/2019	0005808	SCOTCH PAINT CORPORATIO418401	1/17/2019	COROCHECK GALLON	73.64	73.64
		Voucher:					
81672	2/26/2019	0008973	SCOTT ROBINSON CHRYSLLE138123	2/6/2019	BRAKE PADS AND HEATER H	368.62	
		Voucher:	138220	2/7/2019	HEATER HOSE FOR UNIT 172	57.44	
			CM137132		CREDIT FOR RETURN PARTS	-36.21	
			137167	1/23/2019	BRACKET FOR UNIT 165	20.20	
			137499	1/28/2019	3- BRAKE ROTORS FOR UNIT	453.33	
			137702	1/30/2019	SHIFTER FOR UNIT 165	160.14	
			137672	1/29/2019	BRAKE ROTORS AND PADS F	356.42	
			136833	1/16/2019	CYLINDER HEAD GASKET FC	53.46	
			136767	1/17/2019	ARMREST FOR UNIT 172	55.72	
			137192	1/23/2019	MOTOR MOUNT FOR UNIT 16	195.46	
			137549	1/28/2019	SEAT BELT FOR UNIT 167	64.34	
			137709	1/31/2019	EVAP LEAK DETECTOR FOR	36.21	1,785.13
81673	2/26/2019	00004841	SHELL CREDIT CARD CENTE165091514902	2/3/2019	GAS STMT CLOSING DATE 02	873.83	873.83
		Voucher:					
81674	2/26/2019	00004857	SMITH FASTENER COMPANY SF0017784	12/20/2018	HARDWARE FOR STREET LIC	384.67	
		Voucher:	SF0018327	1/28/2019	SAW BLADES	21.66	
			SF0017483	12/20/2018	SCREWS COARSE BRASS	390.29	
			SF0018300	1/24/2019	FASTENERS	43.75	840.37
81675	2/26/2019	00004352	SOUTH BAY LAW FIRM 823	2/6/2019	MATTER00006.0002 - IN RE AI	1,300.00	1,300.00
		Voucher:					
81676	2/26/2019	00005096	SOUTH COAST A.Q.M.D. 3396012	1/16/2019	I C E (>500 HP) EM ELEC GEN	406.79	
		Voucher:	3398034	1/16/2019	FLAT FEE FOR LAST FISCAL	131.79	538.58

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81677	2/26/2019	00004873 SOUTH GATE CAR WASH INC 145	145	1/10/2019	CAR WASH	430.00	960.00
	Voucher:			12/21/2018	CAR WASH SRVS NOV 2018 (530.00	
81678	2/26/2019	0009420 SPARKLETT'S	15758432 02081	2/8/2019	02/08/19 CUST ACCT#: 69759(503.80	503.80
	Voucher:			1/30/2019	INVENTORY PO/ COPY PAPEI	3,189.31	3,189.31
81680	2/26/2019	00004897 ST FRANCIS MED CT	55935982	10/2/2018	TORRES, ROBERT ANTHONY	220.46	
	Voucher:		559326204	11/7/2019	BANUELOS, EDUARDO/ENCC	25.98	246.44
81681	2/26/2019	00004908 STATUS ONE MEDICAL INC	55847	1/22/2019	FIRST AID SUPPLIES	134.84	
	Voucher:		55848	1/22/2019	FIRST AID SUPPLIES FOR ST	23.10	157.94
81682	2/26/2019	0010270 STUDIO SPECTRUM, INC.	19037	1/11/2019	CONSTRUCTION SERVICES I	31,909.85	31,909.85
	Voucher:			9/6/2018	RI CK#81381- SUPERIOR VISI	3,936.45	3,936.45
81683	2/26/2019	0011468 SUPERIOR VISION SERVICES	Ben240214-REI	1/10/2019	FAC.ID: 4 19C382224, ANNUAI	1,492.00	1,492.00
	Voucher:			1/29/2019	GROUNDS MAINTENANCE SI	574.91	574.91
81684	2/26/2019	00004906 SWRCB FEES	SW-0166846	12/19/2018	REPAIRS TO UNIT 203	996.02	996.02
	Voucher:		90931372	1/23/2019	PROD METER - WELL 24	10,641.90	10,641.90
81685	2/26/2019	00004921 TARGET SPECIALTY PRODUC	PI0921060	11/13/2018	THRU 10/26/2018 - DESIGN SI	54,870.50	81,045.50
	Voucher:			12/17/2018	THRU 11/23/18- DESIGN SER)	26,175.00	
81686	2/26/2019	00002665 TEREX UTILITIES, INC	0066694-IN	1/31/2019	12/01/18-01/22/19 - TWEEDY E	11,153.00	15,992.50
	Voucher:			1/31/2019	01/01/19-01/22/19 - TWEEDY E	4,839.50	
81687	2/26/2019	0005498 TESCO CONTROLS, INC	0066694-IN	1/23/2019	BELL SHELTER, ESG (2ND Q	5,859.74	5,859.74
	Voucher:			1/19/2019	ACCT# 844830 017 0008335- C	161.26	161.26
81688	2/26/2019	0009039 TETRA TECH	51377224	1/28/2019	INVENTORY PO TIRES	3,317.17	
	Voucher:		51390525	1/16/2019	4- TIRES FOR UNIT 409	604.30	
81689	2/26/2019	0008958 THE ARROYO GROUP	9828	1/16/2019	8- TIRES FOR UNIT 196 & 142	1,219.28	5,140.75
	Voucher:		9829				
81690	2/26/2019	00003706 THE SALVATION ARMY-BELL SFY	18-19 Q2				
	Voucher:						
81691	2/26/2019	0008153 TIME WARNER CABLE-	0008335011919				
	Voucher:						
81692	2/26/2019	0011640 TIREHUB, LLC	6314894				
	Voucher:		6187567				
			6187576				

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81693	2/26/2019	0006481 Voucher:	UNITED RECORDS MANAGEMENT 0041059 0041060 0041057 0041062 0041056 0041061 0041058	12/31/2018 12/31/2018 12/31/2019 12/31/2018 12/31/2018 12/31/2018 12/31/2018	STORAGE: 12/1/2018-12/31/20 STORAGE: 12/1/2018-12/31/20 STORAGE: 12/1/2018-12/31/20 STORAGE: 12/1/2018-12/31/20 STORAGE: 12/1/2018-12/31/20 STORAGE: 12/1/2018-12/31/20 STORAGE: 12/1/2018-12/31/20	37.86 8.88 36.48 13.68 22.80 59.54 13.68	192.92
81694	2/26/2019	00004975 Voucher:	US ARMOR 21826 21730 21817	1/30/2019 1/15/2019 1/25/2019 1/31/2019	VEST- ENFORCER CONCEAL VEST- ENFORCER CONCEAL VEST- ENFORCER CONCEAL BILLING PRD-FEB 2019	529.88 529.88 529.86 33.21	1,589.62 33.21
81695	2/26/2019	00004693 Voucher:	USA MOBILITY WIRELESS, INC 7961537N	1/16/2019	REGISTRATION FORM - SHAI	1,400.00	1,400.00
81696	2/26/2019	0008947 Voucher:	USC FOUNDATION- CROSS-C	2/7/2019	REPAIR AND PAINT RIGHR FF	987.94	987.94
81697	2/26/2019	00002650 Voucher:	VALLES AUTO PAINTING & BOCSG	2/10/2019	BILLING -01/10/2019 - 01/31/20	80.16	80.16
81698	2/26/2019	00000379 Voucher:	VERIZON BUSINESS 7046801	1/23/2019	BILLING PRD- 12/24/18-01/23/	266.07	266.07
81699	2/26/2019	00001848 Voucher:	VERIZON WIRELESS 9822927687 9822727110	1/21/2019	BILLING PRD- 12/22/18-01/21/	2,736.29	2,736.29
81700	2/26/2019	00002634 Voucher:	VULCAN MATERIALS COMPAN 72073278 72075205 72073279 72068395 72075204	1/11/2019 1/14/2019 1/11/2019 1/7/2019 1/14/2019	ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I ASPHALT, BASE, EMULSION I	165.30 197.63 211.09 125.79 365.53	3,002.36
81701	2/26/2019	00004423 Voucher:	WALTERS WHOLESALE ELEC S112128574.001 S1208753 S1208765	12/21/2018 1/10/2019 1/11/2019	LIGHT CONTROL FOR COUR 2- WASHDOWN MANIFOLD 2 GLASS TEST TUBES FOR N	222.22 125.27 121.87	1,065.34
81702	2/26/2019	0011902 Voucher:	WATER ENVIRONMENT FEDE 01/22/19 GODIN	1/22/2019	ANNUAL WEF 2019 MEMBER:	263.00	263.00
81703	2/26/2019	00000028 Voucher:	WATER REPLENISHMENT DIS 4590 - NOVEMB 4590 - DECEMB	11/30/2018 12/31/2018	NOVEMBER 2018 - ALPHA# 4; DECEMBER 2018 - ALPHA# 4;	252,158.37 189,643.38	441,801.75
81704	2/26/2019	00002593 Voucher:	WAXIE'S SANITARY SUPPLY 78013219	1/23/2019	INVENTORY PO/ JANITORIAL	253.56	253.56

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81705	2/26/2019	0010476 WECK LABORATORIES INC	W9A2192-COSC	1/28/2019	WATER QUALITY SAMPLING	45.00	
		Voucher:	W9A2348-COSC	1/30/2019	WATER QUALITY SAMPLING	150.00	
			W9B0196-COSC	2/4/2019	WATER QUALITY SAMPLING	30.00	
			W9B0445-COSC	2/6/2019	WATER QUALITY SAMPLING	75.00	
			W9A2038-COSC	1/24/2019	WATER QUALITY SAMPLING	580.00	
			W9A1532-cosou	1/17/2019	WATER QUALITY SAMPLING	30.00	
			W9A0552-cosou	1/8/2019	WATER QUALITY SAMPLING	150.00	
			W9A0797-cosou	1/10/2019	WATER QUALITY SAMPLING	130.00	
			W9A0751-cosou	1/9/2019	WATER QUALITY SAMPLING	75.00	
			W9A0795-cosou	1/10/2019	WATER QUALITY SAMPLING	150.00	
			W9A0794-cosou	1/10/2019	WATER QUALITY SAMPLING	235.00	
			W9A0754-cosou	1/9/2019	WATER QUALITY SAMPLING	75.00	
			W9A1535-cosou	1/17/2019	WATER QUALITY SAMPLING	170.00	
			W9A0798-cosou	1/10/2019	WATER QUALITY SAMPLING	170.00	
			W9A0753-cosou	1/9/2019	WATER QUALITY SAMPLING	115.00	
			W9A1324-cosou	1/15/2019	WATER QUALITY SAMPLING	75.00	
			W9A2440-COSC	1/31/2019	WATER QUALITY SAMPLING	75.00	
			W9B0251-COSC	2/4/2019	WATER QUALITY SAMPLING	30.00	
			W9B0250-COSC	2/4/2019	WATER QUALITY SAMPLING	30.00	
			W9B0244-COSC	2/4/2019	WATER QUALITY SAMPLING	75.00	
			W9A2202-COSC	1/28/2019	WATER QUALITY SAMPLING	170.00	
			W9B0133-COSC	2/1/2019	WATER QUALITY SAMPLING	170.00	
			W9A0752-cosou	1/9/2019	WATER QUALITY SAMPLING	115.00	
			W9A0416-cosou	1/7/2019	WATER QUALITY SAMPLING	200.00	
			W9A0774-cosou	1/10/2019	WATER QUALITY SAMPLING	160.00	3,280.00
81706	2/26/2019	00000482 WEST COAST ARBORISTS, IN	142535	11/15/2018	11/01/18-11/15/18 - ANNUAL TI	9,500.00	
		Voucher:	143445	2/19/2019	12/01/18-12/15/19 - ANNUAL T	17,030.00	
			143086	11/30/2019	11/16/18-11/30/18 - ANNUAL TI	25,650.00	52,180.00
81707	2/26/2019	00001280 WILLLDAN	003-28582	1/11/2019	DECEMBER 2018 - AS NEEDED	1,080.00	
		Voucher:	00617171	1/18/2019	THRU 12/28/2018 - AS NEEDED	3,220.00	4,300.00

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81708	2/26/2019	00000058 XEROX CORP	158437985	1/15/2019	COPY MACHINE SUPPLIES	276.81	
		Voucher:	95635243	1/29/2019	COPIER LEASE AGRMNT-JAN	222.97	
			95635251	1/29/2018	COPIER LEASE AGRMNT-JAN	212.45	
			95635237	1/29/2019	COPIER LEASE AGRMNT-JAN	223.04	
			95635246	1/29/2019	COPIER LEASE AGRMNT-JAN	376.59	
			95635252	1/29/2019	COPIER LEASE AGRMNT-JAN	311.31	
			95635250	1/29/2019	COPIER LEASE AGRMNT-JAN	154.07	
			95635235	1/29/2019	COPIER LEASE AGRMNT-JAN	547.61	
			95635253	1/29/2019	COPIER LEASE AGRMNT-JAN	263.69	
			95635236	1/29/2019	COPIER LEASE AGRMNT-JAN	212.45	
			95635240	1/29/2019	COPIER LEASE AGRMNT-JAN	223.04	
			95635241	1/29/2019	COPIER LEASE AGRMNT-JAN	212.39	
			95635238	1/29/2019	COPIER LEASE AGRMNT-JAN	223.11	
			95635239	1/29/2019	COPIER LEASE AGRMNT-JAN	283.01	
			95635244	1/29/2019	COPIER LEASE AGRMNT-JAN	263.54	
			95635248	1/29/2019	COPIER LEASE AGRMNT-JAN	148.94	
			95635245	1/29/2019	COPIER LEASE AGRMNT-JAN	283.01	
			95635242	1/29/2019	COPIER LEASE AGRMNT-JAN	399.17	
			95635249	1/29/2019	COPIER LEASE AGRMNT-JAN	225.15	5,062.35
81709	2/26/2019	00003342 X-IGENT PRINTING, INC.	44784	1/30/2019	BC IMPRINT- JOE PEREZ/COI	31.97	31.97
		Voucher:	1791	1/31/2019	REPAIR AND PAINT BOTH SIC	1,490.78	
81710	2/26/2019	0006745 XTREME AUTOBODY	1794	2/6/2019	REPLACE RIGHT REAR TAIL I	1,320.75	2,811.53
		Voucher:	7461	1/23/2019	MISC HARDWARE- WATER SI	30.83	
81711	2/26/2019	00000062 ZIEGLER'S HARDWARE& SUP	7413	1/9/2019	HARDWARE TO INSTALL NEV	19.94	
		Voucher:	7443	1/17/2019	1- UNION 1 1/4 GALV.	64.46	
			7338	12/17/2018	WATER SUPPLIES	16.54	
			7408	1/9/2019	BRUSH	5.50	
			7437	1/15/2019	FACILITIES MAINTENANCE H.	10.46	
			7341	12/18/2018	WATER SUPPLIES	29.75	
			7382	1/3/2019	MISC HARDWARE	120.12	
			7418	1/10/2019	NOZZEL FOR CLEANING GUT	11.00	308.60
Sub total for BANK OF THE WEST:						1,706,615.69	

279 checks in this report.

Grand Total All Checks: 1,706,615.69

Void Checks

Bank code: botw

Check # 81547 Date 2/26/2019

WARRANT REGISTER COUNCIL MEETING 02/26/2019

PART II a

apChkLst

02/06/2019 3:52:39PM

Final Check List
City of South Gate

Page: 1

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81415	2/7/2019	00000437	AFLAC	2/7/2019	AMERICAN FAMILY LIFE INS.:	635.82	635.82
	Voucher: Ben246724						
81416	2/7/2019	00002417	AMERICAN FIDELITY ASSURANCE	2/7/2019	AMERICAN FIDELITY (ABT): P	450.32	450.32
	Voucher: Ben246714						
81417	2/7/2019	0011469	CALIFORNIA DENTAL NETWORK	2/7/2019	CALIFORNIA DENTAL NETWC	3,085.06	3,085.06
	Voucher: Ben246710						
81418	2/7/2019	0011535	CDTFA	2/7/2019	CA DEPT OF TAX & FEE ADMI	386.68	386.68
	Voucher: Ben246726						
81419	2/7/2019	00000438	COLONIAL INSURANCE CO.	2/7/2019	COLONIAL INSURANCE CO: F	4,973.45	4,973.45
	Voucher: Ben246716						
81420	2/7/2019	00002138	FRANCHISE TAX BOARD	2/7/2019	GARNISHMENT - FRANCHISE	469.03	469.03
	Voucher: Ben246734						
81421	2/7/2019	0009920	OCSE CLEARINGHOUSE SDU	2/7/2019	GARNISHMENT - AR CHILD S	324.00	324.00
	Voucher: Ben246732						
81422	2/7/2019	00002421	POLICE MANAGEMENT ASSO	2/7/2019	POLICE MANAGEMENT ASSC	1,800.00	1,800.00
	Voucher: Ben246722						
81423	2/7/2019	00000335	POLICE OFFICERS ASSOCIAT	2/7/2019	POLICE ASSOCIATION DUES:	5,700.00	5,700.00
	Voucher: Ben246720						
81424	2/7/2019	0011466	PRINCIPAL LIFE INSURANCE	2/7/2019	PRINCIPAL DENTAL PPO (MIS	31,101.35	31,101.35
	Voucher: Ben246706						
81425	2/7/2019	0011467	RELIANCE STANDARD	2/7/2019	LONG TERM DISABILITY: PAY	3,773.47	3,773.47
	Voucher: Ben246712						
81426	2/7/2019	0008951	SENCION, CARMEN	2/7/2019	SPOUSAL SUPPORT-E. SENC	553.85	553.85
	Voucher: Ben246730						
81427	2/7/2019	0011468	SUPERIOR VISION SERVICES	2/7/2019	SUPERIOR VISION MISC.: PA	4,009.52	4,009.52
	Voucher: Ben246708						
81428	2/7/2019	0008005	U.S. BANK-PARS ACCT#67460	2/7/2019	PARS 11.87%: PAYMENT	749.66	749.66
	Voucher: Ben246728						
81429	2/7/2019	00000334	UNITED WAY OF GREATER LC	2/7/2019	UNITED WAY: PAYMENT	38.66	38.66
	Voucher: Ben246718						

Sub total for BANK OF THE WEST: 58,050.87

15 checks in this report.

Grand Total All Checks: 58,050.87

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 02/26/2019

PART II b

apChkLst
02/13/2019 5:47:41PM

Final Check List
City of South Gate

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1619	1/10/2019	00004708	PERS HEALTH PLAN	Ben245700	1/10/2019	MEDICAL HMO ANTHEM SELI	360,890.58
	Voucher:						
1631	1/10/2019	00004708	PERS HEALTH PLAN	Ben245722	1/10/2019	MEDICAL HMO KAISER (ABT)	618.64
	Voucher:						
1636	2/7/2019	00002370	INTERNAL REVENUE SERVICE	Ben246738	2/7/2019	MEDICARE: PAYMENT	149,147.16
	Voucher:						
1637	2/7/2019	00001186	EMPLOYMENT DEVELOPMENT	Ben246740	2/7/2019	SDI: PAYMENT	48,336.75
	Voucher:						
1638	2/7/2019	00000004	NATIONWIDE RETIREMENT S	Ben246742	2/7/2019	DEF COMP NATIONWIDE: PA	71,687.31
	Voucher:						
1639	2/7/2019	00004836	SEIU LOCAL 721 CTW CLC-23	Ben246744	2/7/2019	SEIU DUES: PAYMENT	3,137.28
	Voucher:						
1641	2/7/2019	00004996	SEIU-COPE LOCAL 721, LA/O	Ben246748	2/7/2019	SEIU-COPE LOCAL 721 DEDI	51.50
	Voucher:						
1642	2/7/2019	00004988	CHILD SUPPORT ON-LINE, ST	Ben246750	2/7/2019	CHILD SUPPORT-ONLINE: PA	2,163.81
	Voucher:						
						Sub total for BANK OF THE WEST:	636,033.03

8 checks in this report.

Grand Total All Checks: 636,033.03

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 02/26/2019

PART III

apChkLst
02/07/2019 9:37:36AM

Final Check List
City of South Gate

Bank : botw BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
81430	2/7/2019	0008914 AMERICAN EXPRESS	1190341-2684-5	1/1/2019	JAN. 2019- 263-1669: RESDTL	304,896.00	308,024.52
		00004000 WASTE MANAGEMENT	1190394-2684-4	1/1/2019	12/16/18-12/31/18 - COSG: 424	3,128.52	
81431	2/7/2019	00004906 SWRCB FEES	WD-0141787	11/27/2018	ANNUAL PRMT FEE- 07/01/18	12,259.00	12,259.00
		Voucher:					
81432	2/7/2019	0008005 U.S. BANK-PARS ACCT#67460	ADV 1ST MONT	2/1/2019	ADVANCE 1ST MONTH - KEN	550.00	
		Voucher:	ADV 2ND MONT	2/1/2019	ADVANCE 2ND MONTH - KEN	550.00	
			JAN 2019 RETR	1/1/2019	JAN 2019 RETRO- KEN LOUIE	375.00	
			FEB 2019 RETR	2/1/2019	FEB 2019 RETRO- KEN LOUIE	375.00	1,850.00
					Sub total for BANK OF THE WEST:	322,133.52	

3 checks in this report.

Grand Total All Checks: 322,133.52

Void Checks

Bank code: botw
(none)

WARRANT REGISTER COUNCIL MEETING 02/26/2019

TOTALS

FISCAL YEAR 2018/2019

TOTAL AP PART I	1,706,615.69
TOTAL PAYROLL PART II a - 02/07/2019	58,050.87
TOTAL PAYROLL PART II b - 02/07/2019	636,033.03
TOTAL PREPAID PART III - 02/07/2019	322,133.52
	TOTAL 2,722,833.11
VOIDS	(\$51,163.33)
LESS: EMPLOYEE PAYROLL DEDUCTIONS	(\$267,372.27)
TOTAL	2,404,297.51

SOUTH GATE CITY COUNCIL WARRANT APPROVAL AND CANCELLATION

Warrant Number 81415 to Number 81711 Inclusive, Totaling \$ 2,404,297.51 as listed on the accompanying Accounts Payable Warrant Register of February 26, 2019 and approved as presented, with the exception of the following warrants:

81260	CENTRAL BASIN MUNI WATER ASSOC	02/12/2019	42,719.11	INCORRECT AMOUNT, WAS NOT VOID PROPERLY. PREPAID WAS REISSUED
81324	LAKESHORE	02/12/2019	542.04	INCORRECT AMOUNT, WILL BE REISSUED
81381	SUPERIOR VISION SERVICES, INC.	02/12/2019	7,902.18	CHECK NEEDED TO BE SEPARATED TO PAY ONLY ONE INVOICE, THE OTHER INVOICE WAS CASHED ON THE ORIGINAL CHECK. WILL BE REISSUED
	GRAND TOTAL OF VOIDED CHECKS		\$ 51,163.33	

CITY AUDITOR

CITY MANAGER



DIRECTOR OF ADMINISTRATIVE SERVICES

Pursuant to action of the City Council on February 26, 2019 at a regular or adjourned meeting, the City Treasurer was ordered to pay and/or cancel the above demands, as approved.