



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, OCTOBER 28, 2024, 6:00 PM
AGENDA

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

The meeting will be held at Bell Gardens City Hall in the Council Chambers. The public may attend the meeting in-person or virtually as instructed below. You may view the meeting live on the City's website at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings>.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the City Clerk's office by telephone at 562-806-7704 or via email to CityClerkDesk@bellgardens.org no later than 72-hours before a regular meeting or 24-hours before a special meeting.

PUBLIC PARTICIPATION: For Regular Meetings, the public may address the City Council / Agency Members on any item listed on the Regular Meeting Agenda and matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments for non-agenda items will be limited to a total of 30 minutes. For Special Meetings, the public may only speak on items listed on the agenda. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments can be made by any of the following ways:

IN-PERSON: Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to three (3) minutes for each designated public comment period(s) per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the City Council / Agency Members should do so by submitting a "Public Comment Card" prior to the meeting.

BY TELEPHONE: Phone Number: (669)900-9128 Webinar ID: 813 3236 4343# Passcode: 2021#
To address the City Council press *9 to raise your hand then *6 to unmute yourself when instructed.

VIRTUALLY LIVE: Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: 813 3236 4343 Passcode: 2021

Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

WRITTEN COMMENTS: Public comments may be emailed to PublicComments@bellgardens.org or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the

members of the City Council / Agency Members prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

PUBLIC HEARING: Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS

Jorgel Chavez, Council Member / Agency Member
Vacant, Council Member / Agency Member
Francis De Leon Sanchez, Council Member / Agency Member
Marco Barcena, Mayor Pro Tem / Vice Chair
Gabriela Gomez, Mayor / Chair

PRESENTATIONS

- **NATIONAL CODE ENFORCEMENT APPRECIATION WEEK PROCLAMATION**
- **CERTIFICATE OF RECOGNITION - ENCANTO FAMILY RESTAURANT**

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY

During this time, the members of the public may address the City Council / Successor Agency regarding any items within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to 3 minutes per person subject to an overall 30-minute period for non-agenda items. Government Code Section 54590 prohibits the City Council / Successor Agency from taking action or engaging in discussion on a specific item unless it appears on the agenda.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

During this time, the members of the public may address the City Council / Agency Members regarding any items listed on the agenda. Public comments are limited to 3 minutes per person.

CITY MANAGER'S REPORT

CONSENT CALENDAR (Item Nos. 1 - 13)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council /

Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

1. **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. **APPROVAL MINUTES OF OCTOBER 14, 2024, CITY/ SUCCESSOR AGENCY JOINT MEETING**

Approve the minutes of the October 14, 2024 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the October 14, 2024 City/Successor Agency Joint Meeting.

3. **WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 10/01/2024, 10/03/2024, 10/08/2024, 10/14/2024 and 10/15/2024.

4. **WARRANT REGISTER SUCCESSOR AGENCY**

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the Successor Agency Members receive and file the warrant registers dated 10/01/2024, 10/08/2024 and 10/15/2024.

5. **SEPTEMBER 2024 TREASURER'S REPORT**

The Treasurer's Report is a list of cash, investment portfolio and restricted bond cash held by the City.

Recommendation:

It is recommended that the City Council receive, approve, and file the September 2024 Treasurer's Report.

6. CONSIDERATION OF A RESOLUTION APPROVING SIDE LETTER AGREEMENTS WITH THE BELL GARDENS CITY EMPLOYEES ASSOCIATION, BELL GARDENS PUBLIC WORKS EMPLOYEES ASSOCIATION, AND THE BELL GARDENS PUBLIC WORKS SUPERVISORS ASSOCIATION FOR CLOSURE OF CITY HALL AND OTHER CITY FACILITIES FOR THE HOLIDAYS

The Bell Gardens City Employees Association (BGCEA), the Bell Gardens Public Works Employees Association (BGPWEA), and the Bell Gardens Public Works Supervisors Association (BGPWSA) propose that the City consider the closing of City Hall and City facilities on Monday December 23, 2024 through Thursday December 26, 2024, and Monday, January 1, 2025, with the understanding that Monday, December 23, 2024; Tuesday, December 24, 2024; and Thursday, December 26, 2024 would not be officially recognized holidays. Rather, employees would be required to take approved leave time (i.e. vacation, compensatory) or unpaid time off for those hours not worked. Wednesday, December 25, 2024 and Wednesday, January 1, 2025, will be observed as City holidays, per the current Memorandum of Understanding (MOU). If approved, then employees will use their accumulated leave time during this period avoiding \$91,740 in Personal Services (salaries and benefits) costs in future leave payouts.

Recommendation:

It is staff's recommendation that the City Council approve the attached Resolution, approving Side Letter agreements with Bell Gardens City Employees Association (BGCEA), the Bell Gardens Public Works Employees Association (BGPWEA), and the Bell Gardens Public Works Supervisors Association (BGPWSA) to close City Hall and other City facilities on Monday December 23, 2024, through Thursday December 26, 2024. Employees would be required to take approved leave time (i.e. vacation, compensatory) or unpaid time off for those hours not worked, for the dates of Monday, December 23, 2024; Tuesday, December 24, 2024, and Thursday, December 26, 2024. Wednesday, December 25, 2023, and Wednesday, January 1, 2025, will be observed as City holidays, per the current Memorandum of Understanding (MOU) with the respective employee associations. The City will be open for business on Monday, December 30, 2024, Tuesday, December 31, 2024, and Thursday, January 2, 2025.

7. SECOND READING AND ADOPTION OF ORDINANCE NO. 951 TO REGULATE ELECTRONIC DISPLAYS

Second reading and adoption of Ordinance No. 951, amending Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code to regulate certain electronic display signs.

Recommendation:

It is the staff's recommendation that the City Council waive full reading and adopt Ordinance No. 951 to amend Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code to regulate certain electronic display signs on dispensing pumps.

8. CONSIDERATION OF FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH NORRIS REALTY ADVISORS FOR APPRAISAL SERVICES PERTAINING TO THE CITY'S RENT STABILIZATION AND TENANT EVICTION PROTECTIONS ORDINANCE

Consideration of a First Amendment to a Professional Services Agreement with Norris Realty Advisors for Appraisal Services.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution; and
2. Authorize the City Manager to execute a First Amendment to the Professional Services Agreement between the City of Bell Gardens and Norris Realty Advisors.

9. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN RICHARDS, WATSON & GERSHON AND THE CITY OF BELL GARDENS FOR THIRD-PARTY HOUSING ADVISORY SERVICES PERTAINING TO THE CITY'S RENT STABILIZATION AND TENANT EVICTION PROTECTIONS ORDINANCE

Consideration of a Professional Services Agreement with Richards, Watson & Gershon for third party Housing Advisory Services Pertaining to the City's Rent Stabilization and Tenant Eviction Protections Ordinance.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving a Professional Services Agreement with Richards, Watson & Gershon for third-party housing advisory services pertaining to the City's Rent Stabilization and Tenant Eviction Protections Ordinance.

10. CONSIDERATION OF LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT INC. FOR VEHICLES

The City is in need of leasing undercover vehicles. Enterprise has an existing contract with Sourcewell which allows the City to lease vehicles at a better rate without requiring the City to undergo its formal purchasing policy requirements. This item is for approval of a 36-month lease agreement for a total of six vehicles.

Recommendation:

It is staff's recommendation that the City Council by motion adopt the attached Resolution allowing the City Manager to execute a Lease Agreement with Enterprise Fleet Management, Inc. for the lease of six vehicles.

11. ACCEPTANCE OF THE VARIOUS RESIDENTIAL STREET IMPROVEMENTS PROJECT FY 2022-2023 (CIP NO. 3919) AS COMPLETE

Consideration of acceptance of the Various Residential Street Improvements Project FY 2022-2023 as Complete.

Recommendation:

It is staff's recommendation that the City Council:

1. Accept the Various Residential Street Improvements FY 2022-2023 Project as complete, and
2. Authorize staff to file the Notice of Completion.

12. ACCEPTANCE OF THE CITYWIDE SHARED BIKE LANE RE-STRIPING PROJECT (CIP NO. 3934) AS COMPLETE

Consideration of acceptance of the Citywide Shared Bike Lane (Sharrow) Re-striping Project as complete.

Recommendation:

It is staff's recommendation that the City Council:

1. Accept the Citywide Shared Bike Lane (Sharrow) Re-striping Project; CIP No. 3934 as complete, and
2. Authorize staff to file the Notice of Completion.

13. CONSIDERATION OF A RESOLUTION APPROVING A THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR COST SHARING OF IMPLEMENTATION OF A WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM

Consideration of a resolution approving a Third Amendment to the Memorandum of Understanding for Cost Sharing of Implementation of a Watershed Management Program and Coordinated Integrated Monitoring Program.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Third Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing of Implementation of a Watershed Management Program and Coordinated Integrated Monitoring Program.

DISCUSSION (Items Nos. 14 - 16)

14. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

Recommendation:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

15. SECOND UPDATE ON RESPONSIVE ACTION FOR MOBILEHOME PARK COMPLAINT

Second Update on Responsive Action on Mobilehome Park Complaint.

Recommendation:

It is staff's recommendation that the City Council by motion:

1. Receive and file this report; and
2. Direct staff to send the attached correspondence to the California State Senate and Assembly District representatives.

16. CONSIDERATION OF CREATION OF A MOBILEHOME PARKS AD HOC COMMITTEE

Mobilehome parks Ad Hoc Committee Consideration.

Recommendation:

It is staff's recommendation that the City Council by motion:

1. Receive and file this report and take no further action; *or*
2. Approve the attached Resolution to create an Ad Hoc Committee and appoint two Councilmembers to address concerns related to mobilehome parks.

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

ADJOURNMENT

Daisy Gomez, City Clerk

Agenda posted on October 24, 2024.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 1.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O’Kelly, City Manager
BY: Daisy Gomez, City Clerk
SUBJECT: **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**
DATE: October 28, 2024

RECOMMENDATION:

It is staff’s recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

BACKGROUND/DISCUSSION:

In order to expedite the conduct of business at Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the Council supports the motion waiving the full reading. Most California cities adopt a standard motion at the beginning of each meeting in order to effectuate this waiver.

Since most of the Ordinances introduced and adopted consist of multiple pages of technical language, reading by title only allows the Council to eliminate the communication of redundant information and attend to other matters during the meetings. Otherwise, the entire Ordinance language will have to be read in full.

CONCLUSION:

Allowing ordinances to be read by title only, according to California State Law, will expedite the conduct of business at Council Meetings.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 2.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O’Kelly, Executive Director
BY: Daisy Gomez, City Clerk
SUBJECT: **APPROVAL MINUTES OF OCTOBER 14, 2024, CITY/ SUCCESSOR AGENCY JOINT MEETING**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council approve the minutes of the October 14, 2024 City/Successor Agency Joint Meeting.

BACKGROUND/DISCUSSION:

Every City/Successor Agency Joint Meetings the City Clerk documents the actions made by the Agency Members/City Council.

CONCLUSION:

If approved, the minutes of the City/Successor Agency Joint Meeting will be archived in the City Clerk’s Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of October 14, 2024 Regular City Council/Successor Agency Joint Meeting

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, OCTOBER 14, 2024, 6:00 PM
MINUTES

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

PUBLIC PARTICIPATION: For Regular Meetings, the public may address the City Council / Agency Members on any item listed on the Regular Meeting Agenda and matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments for non-agenda items will be limited to a total of 30 minutes. For Special Meetings, the public may only speak on items listed on the agenda. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments can be made by any of the following ways:

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WRITTEN COMMENTS: Public comments may be emailed to PublicComments@bellgardens.org or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the members of the City Council / Agency Members prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

PUBLIC HEARING: Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

CALL TO ORDER

The Council Members of the City of Bell Gardens City Council/Successor Agency held a Joint Regular meeting on October 14, 2024, in the Council Chambers, 7100 Garfield Avenue, Bell Gardens, CA with Mayor Gabriela Gomez presiding. Mayor Gabriela Gomez called the joint meeting to order at 6:07 p.m.

INVOCATION

The invocation was given by Pastor Reynaldo Leal.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Girl Scout Troop 2543.

ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS

Present:

Jorgel Chavez, Agency Member/Council Member
Francis De Leon Sanchez, Agency Member/Council Member
Marco Barcena, Vice Chair/Mayor Pro Tem
Gabriela Gomez, Chair/Mayor

Absent:

None

PRESENTATIONS

- **NATIONAL CODE ENFORCEMENT APPRECIATION WEEK PROCLAMATION**

This item was moved to the October 28, 2024 City Council / Successor Agency meeting.

PUBLIC HEARING (Item No. 1)

1. **CONSIDERATION OF ORDINANCE NO. 951 AMENDING TITLE 9 (ZONING AND PLANNING REGULATIONS) BELL GARDENS MUNICIPAL CODE TO REGULATE CERTAIN ELECTRONIC DISPLAYS**

Ordinance No. 951 would regulate certain electronic display signs, providing location restrictions, light pollution control, content guidelines, maintenance requirements, and safety mechanisms, among other things, balancing the benefits of modern advertising technologies and the local economy.

Recommendation:

It is staff's recommendation that the City Council waive full reading and introduce Ordinance No. 951, by title only amending Title 9 (Zoning and Planning) of the Bell Gardens Municipal Code by adding regulations for certain electronic display signs.

Mayor Gabriela Gomez opened the public hearing at 6:10 p.m.

Steven Jones, City Planner, provided a presentation.

PUBLIC COMMENT

City Clerk Daisy Gomez announced that no public comments were provided and no written comments were received.

Mayor Gabriela Gomez closed the public hearing at 6:20 p.m.

A motion was made by Councilmember Francis de Leon Sanchez, seconded by Mayor Pro Tem Marco Barcena to approve staff's recommendation and approve Ordinance No. 951 amending Title 9 to regulate certain electronic display signs.

The motion carried 4-0 with the following votes:

AYES: Chavez, Sanchez, Barcena, Gomez

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY

City Clerk Daisy Gomez announced that there were no written comments received.

John Briscoe spoke in support of voting for him as the U.S. Congress.

Victoria spoke regarding living conditions due to a neighbor in a mobile park.

Lilia Chavez spoke regarding living conditions due to a neighbor in a mobile park.

Lisa Luna spoke regarding the issues at Southeast Area Animal Control Authority (SEAACA).

Michelle Peterson spoke regarding the issues at Southeast Area Animal Control Authority (SEAACA).

Chuck Leore spoke regarding the issues at Southeast Area Animal Control Authority (SEAACA).

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

City Clerk Daisy Gomez announced that there were no public comments provided or written comments received.

CITY MANAGER'S REPORT

City Manager Michael O'Kelly provided a brief report.

CONSENT CALENDAR (Item Nos. 2 - 9)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one

roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

A motion was made by Councilmember Jorgel Chavez, seconded by Councilmember Francis De Leon Sanchez to approve Consent Calendar Item Nos. 2 - 9.

The motion carried 4 - 0 with the following votes for Item Nos. 2 - 9:

AYES: Chavez, Sanchez, Barcena, Gomez
NOES: None
ABSENT: None
ABSTAIN: None

2. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

3. APPROVAL MINUTES OF SEPTEMBER 23, 2024, CITY/ SUCCESSOR AGENCY JOINT MEETING

Approve the minutes of the September 23, 2024 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the September 23, 2024 City/Successor Agency Joint Meeting.

4. WARRANT REGISTERS AND WIRE TRANSFERS

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 09/16/2024, 09/17/2024, 09/18/2024, 09/19/2024 and 09/24/2024.

5. REJECTION OF CLAIM

A claim was filed with the City by Tonatiuh Lago. Staff directed the claims to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation. Following its investigation, Carl Warren & Company determined that the City was not responsible for the claim and determination.

Recommendation:

It is staff's recommendation that the City Council reject the claims filed by Tonatiuh Lagos. The claims are being presented for rejection in a manner that allows the claimant, subject to certain exceptions, up to six months to file a court action on the claim.

6. SECOND READING AND ADOPTION OF ORDINANCE NO. 950 ADDING STREAMLINED PERMIT REQUIREMENTS FOR ELECTRIC VEHICLE CHARGING STATIONS

Second reading and adoption of Ordinance No. 950, amending Title 6 (Buildings and Construction) of the Bell Gardens Municipal Code to establish permit streamlining procedures for electric vehicle charging stations in compliance with state requirements.

Recommendation:

It is staff's recommendation that the City Council waive full reading and adopt Ordinance No. 950 to add Chapter 6.35 to Title 6 (Buildings and Construction) of the Bell Gardens Municipal Code to establish permit streamlining procedures for electric vehicle charging stations in compliance with state requirements.

Ordinance No. 950 was approved.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND DAPEER ROSENBLIT LITVAK, LLP FOR MUNICIPAL CODE VIOLATION PROSECUTION SERVICES

A resolution to approve a professional services agreement for municipal code violation prosecution services.

Recommendation:

It is staff's recommendation that the City Council:

1. Determine the action exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15060(c)(3); and
2. Adopt the attached Resolution approving a Professional Services Agreement with Dapeer Rosenblit Litvak, LLP for municipal code violation prosecution services.

Resolution No. 2024-80 was approved.

8. ACCEPTANCE OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) STEP GRANT FUNDS AND APPROVAL OF GRANT AGREEMENT NUMBER PT25139

The City of Bell Gardens was awarded a traffic enforcement grant through the California Office of Traffic Safety in the amount of \$178,000 for FY 2024-25. The grant requires that the City Council formally accept these funds by entering into a Grant Agreement and adopting the attached Resolution.

Recommendation:

It is staff recommendation that the City Council adopt the attached Resolution approving Grant Agreement Number PT25139 with the State of California - Office of Traffic Safety, thereby

accepting grant funds and authorizing the Police Department to begin expending these funds toward its Traffic Safety Program.

Resolution No. 2024-81 was approved.

9. RESOLUTION APPROVING A THIRD AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH GREENTECH LANDSCAPE MAINTENANCE, INC. TO EXTEND THE TERM FOR SIX ADDITIONAL MONTHS

Consideration of a Resolution approving a Third Amendment to the Contract Services Agreement with Greentech Landscape, Inc. to extend the term through March 28, 2025.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Third Amendment with Greentech Landscape, Inc.

Resolution No. 2024-83 was approved.

DISCUSSION (Item Nos. 10 - 13)

10. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

Recommendation:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

No action was taken.

11. CONSIDERATION OF A RESOLUTION APPROVING THE CITY OF BELL GARDENS MUNICIPAL WATER SYSTEM WATER SHORTAGE CONTIGENCY PLAN

Consideration of a Resolution approving the City of Bell Gardens Municipal Water System Water Shortage Contingency Plan.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving the City of Bell Gardens Municipal Water System Water Shortage Contingency Plan.

Bernardo Iniguez, Public Works / Facilities Director, provided a presentation.

A motion was made by Mayor Pro Tem Marco Barcena, seconded by Councilmember Francis de Leon Sanchez to approve staff's recommendation.

The motion carried 4-0 with the following votes:

AYES: Chavez, Sanchez, Barcena, Gomez
NOES: None
ABSENT: None
ABSTAIN: None

Resolution No. 2024-82 was approved.

12. A RESOLUTION IN SUPPORT OF MEASURE G FOR A MORE ACCOUNTABLE, TRANSPARENT, AND REPRESENTATIVE LOS ANGELES COUNTY GOVERNMENT

Measure G proposes significant reforms to Los Angeles County's governance, including the creation of an elected County Executive, an independent Ethics Commission, and expanding the Board of Supervisors from five to nine members. The measure aims to improve representation and accountability using existing funding.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution supporting the Los Angeles County Government Structure, Ethics And Accountability Charter Amendment, Measure G; or
2. Receive and file.

Michael O'Kelly, City Manager, provided background information on this item.

A motion was made by Councilmember Jorgel Chavez, seconded by Mayor Pro Tem Marco Barcena to adopt Resolution No. 2024-84 supporting the Los Angeles County Government Structure, Ethics and Accountability Charter Amendment, Measure G.

The motion carried 3-0-0-1 with the following votes:

AYES: Chavez, Barcena, Gomez
NOES: None
ABSENT: None
ABSTAIN: Sanchez

Resolution No. 2024-84 was approved.

13. REPORT OF RESPONSIVE ACTION UPDATE ON MOBILEHOME PARK COMPLAINT

Update on actions taken in response to mobilehome park complaint.

Recommendation:

It is staff's recommendation that the City Council receive and file this report.

Gustavo Romo, Deputy City Manager/ Director of Community Development, provided a presentation.

A motion was made by Councilmember Jorgel Chavez, seconded by Mayor Gabriela Gomez to bring this item back to the next meeting for consideration of an Ad Hoc and to receive and file this item.

The motion carried 4-0 with the following votes:

AYES: Chavez, Sanchez, Barcena, Gomez
NOES: None
ABSENT: None
ABSTAIN: None

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

Members of the Council and Successor Agency made community announcements and comments.

ADJOURNMENT

Mayor Gabriela Gomez adjourned the meeting at 7:37 p.m.

Daisy Gomez, City Clerk

Agenda posted on October 10, 2024.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 3.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance & Administrative Services
SUBJECT: **WARRANT REGISTERS AND WIRE TRANSFERS**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 10/01/2024, 10/03/2024, 10/08/2024, 10/14/2024 and 10/15/2024.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 10/01/2024, 10/03/2024, 10/08/2024, 10/14/2024 and 10/15/2024. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above referenced dates.

CONCLUSION:

If the recommendation to the City Council is approved, then the warrant registers, wire transfers, and net payrolls dated 10/01/2024, 10/03/2024, 10/08/2024, 10/14/2024 and 10/15/2024 will be received and filed.

FISCAL IMPACT:

Warrant register	10/01/2024	192269-192351	\$190,530.19
		Total Bank	\$190,530.19
Wire transfer	10/03/2024	1991-1994	\$288,204.95
Warrant register	10/08/2024	192352- 192444	\$695,180.11
		Total Bank	\$983,385.06
Net payroll transfer	10/03/2024		\$554,437.66
		Total Voucher	\$ 1,537,822.72
Wire transfer	10/14/2024	1995	\$992,447.58
Warrant register	10/15/2024	192445- 192581	\$1,475,235.80
			\$2,467,683.38
		Grand Total Vouchers	\$4,196,036.29

ATTACHMENTS:

EXHIBIT-1 WARRANT REGISTER

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192269	10/1/2024	000046 ACCURATE SECURITY, JOHN COSBY	21467		PW REPAIR DOOR LOCK/BGVP	330.00
			21474		PW 6 KEYS/PW MAIN YARD	24.81
			21479		PW 10 KEYS/ASMUS PARK	243.84
			21484		PW REPAIR BATHROOM DOOR/NY	102.50
			21496		PW PADLOCK'S/PW MAIN YARD	421.04
			21499		PW 8KEYS/POLICE STATION	155.58
			21525		PW REPAIR DOOR LOCK/NYC	32.50
			21537		PW 4KEYS/NYC	191.54
			21540		PW REPAIR/ DOOR LOCK ASMUS F	476.78
					Total :	1,978.59
192270	10/1/2024	008102 ACOSTA, JOHN	9/23/2024		PD TRNG. FOR J.ACOSTA COURSE	824.73
					Total :	824.73
192271	10/1/2024	006213 ALCO TARGET COMPANY	72520		PD TRNG. EQUIP.- TARGETS	293.15
					Total :	293.15
192272	10/1/2024	000098 ALIN PARTY SUPPLY	630491		RCS CREATIVE KIDS DECOR.	271.70
			632006		RCS R.CTR. DAY OF THE DEAD 11/	162.96
			632007		RCS SR. CTR. SPOOK DANCE 10/31	295.20
			632008		RCS VP SR.CTR.SPOOKY DANCE 1	116.72
					Total :	846.58
192273	10/1/2024	010833 AMAZON CAPITAL SERVICES, INC.	16YY-N949-7WW4		RCS CREATIVE KIDS CLASS SUPPI	406.71
			1DYT-NLXH-GY16		RCS STAR CAMPING SUPPL	30.79
			1JG3-14L6-4TKH		RCS ASP CRAFT SUPPL	80.45
			1NDN-F1VK-6VNX		RCS FIESTAS PATRIAS FENCING	338.44
					Total :	856.39
192274	10/1/2024	000150 ANAYA'S SERVICE CENTER	40550		PW SRVC/REPAIR VEHICLE #T-171	965.33
			40556		PW SRVC/REPAIR VEHICLE #L-177	750.00
			40559		PW SRVC/REPAIR VEHICLE #G-178	972.96
			40565		PD UNIT#270 OIL CHANGE & BREA	75.95
			40566		PD UNIT #256- REPL WINDOW MO1	354.95
			40567		PD UNIT #278-OIL CHANGE,BRAKE	82.45
			40568		PD UNIT #276-OIL CHANGE, FRINT	589.30
			40578		PW SRVC/REPAIR VEHICLE #L-200	890.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192274	10/1/2024	000150 ANAYA'S SERVICE CENTER	(Continued) 40579 40602 40603		PD UNIT# 263- A/C CONDENSER F/ PD UNIT# 275- OIL CHANGE, BRAKI PD UNIT# 280-OIL CHANGE, FRONT Total :	632.70 82.45 991.15 6,387.24
192275	10/1/2024	008041 AVANT GARDE INC.	10670 10671 10724	04697 05223 05916	PW ATP CYCLE 5 COMPLETE STRE PW CLEAN CALIF. BG KEEP PARKS PW LABOR COMPLIANCE ON CLEA Total :	1,720.00 418.75 394.80 2,533.55
192276	10/1/2024	010689 BARCODES, INC.	INV7395900	05984	PD E-CITATION PRINTER-PATROL Total :	2,714.41 2,714.41
192277	10/1/2024	008453 BLACK & WHITE EMERGENCY VEH	5551		HR UNIT#276- PUSH BUMBER REP, Total :	3,125.77 3,125.77
192278	10/1/2024	010108 BLESSED AUTO INC.	229956 229958		PW SRVC/REPAIR GATOR PARK VE PW SRVC/REPAIR GATOR PARK VE Total :	738.92 330.27 1,069.19
192279	10/1/2024	010112 BOADO, OSCAR L.	SEPTEMBER		CD REGULAR MTG: 09/18/24 Total :	100.00 100.00
192280	10/1/2024	011017 BPR CONSULTING GROUP, LLC	1943 1944	05809	CD B&S BUILDING INSPECT SRVC CD B&S PLAN CHECK SRVCS. Total :	460.00 3,388.09 3,848.09
192281	10/1/2024	008114 CALIFORNIA CLEANING SUPPLIES	58186 58187 58188		PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL PW CUSTODIAL SUPPL Total :	473.52 495.79 766.92 1,736.23
192282	10/1/2024	004748 CAMACHO, PAUL	SEP 2024		PD TRNG. P.CAMACHO COURSE: I/ Total :	2,377.20 2,377.20
192283	10/1/2024	004748 CAMACHO, PAUL	SEP2024		PD TRNG. FOR P.CAMACHO COUR Total :	375.00 375.00

Voucher List
CITY OF BELL GARDENS

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192284	10/1/2024	007786 CITY OF SOUTH GATE	100624	05996	RCS EDDIE COCHRAN MEMORIAL	1,880.00
					Total :	1,880.00
192285	10/1/2024	005242 CODE PUBLISHING INC.	GC10015491		1 MUNICIPAL CODE- WEB UPDATE	716.00
					Total :	716.00
192286	10/1/2024	007750 CORELOGIC SOLUTIONS,LLC	82223064		CD TITLE REPORTS: 8/24	360.00
					Total :	360.00
192287	10/1/2024	004588 DAILY JOURNAL CORPORATION	B3848686		CD PUBLICATIONS 07/24	475.00
			B3850484		CD PUBLICATIONS- 08/24	400.00
			B3851536		CD PUBLICATIONS- 08/24	210.00
					Total :	1,085.00
192288	10/1/2024	004807 DAPEER,ROSENBLIT & LITVAK	23438		CD LEGAL- MUNI CODE 8/2024	966.23
			23439		PD LEGAL 8/2024	290.00
					Total :	1,256.23
192289	10/1/2024	010278 DE LA ROSA, MIGUEL	SEPTEMBER		CD REGULAR MTG: 9/18/24	100.00
					Total :	100.00
192290	10/1/2024	010331 DIMEX PROFESSIONAL, ISRAEL HERNAN	1345		RCS FP JANITORIAL SRVCS. 8/7-8/	166.00
			1346		RCS SC JANITORIAL SRVCS. 8/7-8/	300.00
			1347		RCS SR.CTR. JANITORIAL SRVCS.	136.00
			1348		RCS GC JANITORIAL SRVCS. 8/7-8/	136.00
			1349		RCS CFSC JANITORIAL SRVCS. 8/7	288.00
			1350		RCS NYC JANITORIAL SRVCS. 8/7-	136.00
					Total :	1,162.00
192291	10/1/2024	001978 DISTRICTS OF LA COUNTY, COUNTY SAN	1593A-08-24		PW DUMP FEE (AUGUST 2024)	3,161.60
					Total :	3,161.60
192292	10/1/2024	000815 FEDEX	8-626-51267		FA DELIVERY EXPENSES	43.48
					Total :	43.48
192293	10/1/2024	006424 FERNANDO'S HARDWARE & LUMBER	92458		PW CONCRETE FOR PARKS	267.61
			92459		PW CONCRETE FOR PARKS	198.23
					Total :	465.84

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192294	10/1/2024	004594 FUN EXPRESS	73252969901		RCS FIESTAS PATRIAS CRAFT KIT	234.53
					Total :	234.53
192295	10/1/2024	009665 GARCIA, SELENE	9/23/2024		PD TRNG. S.GARCIA COURSE: TOC	954.44
					Total :	954.44
192296	10/1/2024	002092 GOLDEN STATE WATER COMPANY	14489565193 091924		PW 8114 PARK LN (SOCCER FIELD	213.21
			47710200008 091624		PW 6546 EASTERN	208.79
			50552100005 091824		PW 5978 GALLANT ST (IRRG)	515.99
			57710200007 091624		PW 6547 EASTERN	79.26
			58731400006 091724		PW 7901 EASTERN MEDIAN (IRRG)	193.21
			65551868949 091924		PW 7800 SCOUT IRR	3,836.71
			84655100000 091724		PW 5619 CLARA ST IRRG	249.23
			92962400005 091224		PW 6863 DARWELL AVE	680.81
					Total :	5,977.21
192297	10/1/2024	010366 GRIMCO, INC.	33115670-02	05986	RCS WIDE FORMAT PRINTER SUPI	395.89
			33115670-03	05986	RCS WIDE FORMAT PRINTER SUPI	105.54
					Total :	501.43
192298	10/1/2024	008537 HAGEN PLUMBING INC	103532		PW URINAL CLOG @ FP	318.22
					Total :	318.22
192299	10/1/2024	000991 HDL COREN & CONE	SIN043284		FA 23-24 CAFR STATISCAL REPORT	695.00
					Total :	695.00
192300	10/1/2024	001025 HOME DEPOT	012473/1514841		PW FACILITIES SUPPL	284.20
			012993/1023230		PW SMALL TOOLS FP	70.30
			013015/0281236		PW PARK SUPPL	109.67
			013481/0281255		PW PARK SUPPL	164.56
			014173/9510031		PW FACILITIES SUPPL	6.02
			015189/8544756		PW FACILITIES SUPPL	7.84
			015785/8522305		PW FACILITIES SUPPL	37.21
			015875/8521865		PW FACILITIES SUPPL	62.46
			016826/7533746		PW PARK SUPPL	64.63
			017081/6010227		PW FACILITIES SUPPL	474.14
			017483/6010215		PW FACILITIES SUPPL	178.88
			018625/5010298		PW BGVP SUPPL	36.10

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192300	10/1/2024	001025 HOME DEPOT	(Continued) 019603/4281812 021630/3021975 6070814		PW FACILITIES SUPPL PW FACILITIES SUPPL RCS CFSC STORAGE SUPPL	73.75 197.89 26.14 1,793.79
192301	10/1/2024	005177 INFRASTRUCTURE ENGINEERS	449154 451371 451372	04664	CD B&S PLAN CHECK 08/24 PW INTER. IMPROV. ON FLORENCE PW NPDES STORMWATER COMPL	362.50 7,950.00 3,360.00 11,672.50
192302	10/1/2024	007466 INTER-GRAPHICS COMPANY	INV-0000374	05987	RCS SPRING 2024 BROCHURE	9,877.00 9,877.00
192303	10/1/2024	009579 J THAYER COMPANY LLC	1702128-0		PW PAPER	880.68 880.68
192304	10/1/2024	010538 J. GALT, INC.	1337		PW FP POND SUPPL	583.74 583.74
192305	10/1/2024	005455 LA COUNTY SHERIFF'S DEPT	250369BL		PD PRISONER MAINT. MEALS	430.10 430.10
192306	10/1/2024	006145 LAN WAN ENTERPRISE, INC.	75520 75521	05931 05931	PD MAINT. CONTRACT-09/03/24-09/ PD MAINT. CONTRACT 09/09/24-09/	3,600.00 4,800.00 8,400.00
192308	10/1/2024	001695 LIBERTY UTILITIES CORP	20006841171 0909; 20006888636 0909; 20006888768 0909; 20006889642 0909; 20006889915 0909; 20006891226 0909; 20006891515 0909; 20006892323 0909; 20006893354 0909; 20006893420 0909; 20006894493 0909; 20006894576 0909;		D. ORDONEZ 6535 PRIAM DR. M. GONZALEZ 5810 AGRA ST. T. VILLALVAZO 5837 AGRA ST. E. GUZMAN 6224 AGRA ST. MC.GONZALEZ 6313 AJAX AVE J.N. ANAYA 6646 CHALET DR. J.MIRANDA 6653 CHALET DR. R. GUTIERREZ 6512 EMIL AVE T.ZAMORA 6608 FOSTER BRIDGE I.GUTIERREZ 6644 FOSTER BRIDG E.RODRIGUEZ 6558 GAGE AVE L. MENDOZA 6714 GAGE AVE	65.53 74.01 133.35 96.62 90.96 147.48 266.18 68.36 110.75 68.36 96.62 311.39

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192308	10/1/2024	001695 LIBERTY UTILITIES CORP	(Continued)			
			200006895458 0909		J.PARRA 6720 GRANGER AVE.	105.09
			200006895581 0909		R.VARGAS 6816 GRANGER AVE	99.44
			200006896274 0909		A. RUBIO 6515 HANNON ST	107.92
			200006896571 0909		R.LOPEZ 6719 HANNON ST.	113.57
			200006897439 0909		A. CASTILLO 5526 LANTO ST	96.62
			200006897637 0909		D. VERNER 5807 LANTO ST.	59.88
			200006898072 0909		M. RETEQUIN 5928 LANTO ST.	96.62
			200006898114 0909		B. JESALVA 5944 LANTO ST.	105.09
			200006898122 0909		R.BARAJAS 5951 LANTO ST.	155.96
			200006898312 0909		E.TOSCANO 5968 LANTO ST.	88.14
			200006901603 0909		J.MEDRANO 6527 TOLER AVE	65.53
			200006901785 0909		G.VIDRIO 6617 TOLER AVE	99.44
			200006902114 0909		E.E. GOMEZ 6800 TOLER AVE.	71.18
			200006902387 0909		J.MAGANA 5539 WATCHER ST.	76.83
			200006902510 0909		A. PATTERSON 5572 WATCHER ST	76.83
			200006903096 0909		J.M. BORRAYO 5940 WATCHER ST.	155.96
			200006903377 0909		A.SANCHEZ 6239 WATCHER ST	85.31
			200006903799 0909		M. MARTINEZ 6730 ALVINA ST.#C	59.88
			200006913137 0909		I. GASTELUM 6320 AJAX AVE	88.14
			200006933861 0909		Y. DAVILA 6559 SUVA ST.	99.44
			200006939678 0909		C. FARIAS 6730ALVINA ST. #B	59.88
			200006942011 0909		K.ORDONEZ 6533 PRIAM DR.	90.96
			200006945907 0909		J. BELTRAN 6913 HANNON ST.	82.49
			200006957258 0909		J.CASTILLO 6818 HANNON ST	127.70
			200006968750 0909		C. GAUSIN 6609 PRIAM DR.	187.05
			200006990580 0909		A.CORRALES 6563 CHALET DR.	76.83
			200007026921 0909		G. MARISCAL 5934 WATCHER ST.	82.49
			200007082429 0909		T.SOLIZ 5516 WATCHER ST	155.96
			200007109081 0909		L.ZUNIGA 6661 CHARNER ST.	172.92
					Total :	4,472.76
192309	10/1/2024	007055 LINGLE BROS. COFFEE, INC	L 28535		PW OFFICE SUPPL	612.01
					Total :	612.01
192310	10/1/2024	010855 MARTIN MARIETTA MATERIALS, INC	43504869		PW CONCRETE/ASPHALT DUMP FE	235.00
					Total :	235.00

**Voucher List
CITY OF BELL GARDENS**

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192311	10/1/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	21093725		PD JAIL UNIFORMS & LINEN CLEA	56.64
					Total :	56.64
192312	10/1/2024	010670 MENDEZ, GUSTAVO	SEPTEMBER		CD REGULAR MTG: 09/18/24	100.00
					Total :	100.00
192313	10/1/2024	010981 MENDOZA'S LAWNMOWER SHOP, M. MEI 4886			PW SRVC/REPAIRS BLOWER (FAC	71.70
					Total :	71.70
192314	10/1/2024	003225 MUSQUIZ, RUBEN	SEP 2024		PD TRNG.R.MUSQUIZ COURSE:IAC	2,294.70
					Total :	2,294.70
192315	10/1/2024	011159 NICHE ACADEMY LLC.	10534		NICHE ACADEMY ANNUAL SUBSCF	2,300.00
					Total :	2,300.00
192316	10/1/2024	002293 OF SO. CALIF., UNDERGRND SRVC ALER 23-2426061	620240065		PW CALIF. STATE FEE FOR REGUL	41.25
					PW UNDERGROUND SRVC.,27 TIC	57.25
					Total :	98.50
192317	10/1/2024	004672 OMEGA INDUSTRIAL SUPPLY INC.	159165		PW GRAFFITI REMOVAL SPRAY CA	946.08
					Total :	946.08
192318	10/1/2024	009121 OROZCO, MARIA	080624-DD		RCS NATIONAL NIGHT OUT HOT DC	900.00
					Total :	900.00
192319	10/1/2024	009121 OROZCO, MARIA	092624-A		PD FOOD SUPPL- FAITH & BLUE E	450.00
					Total :	450.00
192320	10/1/2024	000453 PARK WATER, LIBERTY PARK UTILITIES	1800000032	05890	PW OPERATION & MAINT. (AUGUS	22,051.43
					Total :	22,051.43
192321	10/1/2024	006189 PROFORCE LAW ENFORCEMENT	556864		PD HOLSTERS (3)	309.87
					Total :	309.87
192322	10/1/2024	004661 QUILL CORPORATION	40393878		PD OFFICE SUPPL- DEPT.SUPPL	298.97
			40421403		PD OFFICE SUPPL- DEPT. SUPPL	15.41
					Total :	314.38

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192323	10/1/2024	009485 R&S OVERHEAD DOORS OF COMMERCE	622741	05892	PW WOOD DOOR AT CITY HALL IT	2,216.86
					Total :	2,216.86
192324	10/1/2024	009629 RAMIREZ, ERNESTO	SEPTEMBER		CD PC MTG: 9/18/24	100.00
					Total :	100.00
192325	10/1/2024	000186 READYREFRESH BY NESTLE	0416702768201		PW WATER FILTERING SRVC. @ FI	55.91
			1410032331100		PW WATER FILTERING SRVS/@ PV	126.61
					Total :	182.52
192326	10/1/2024	008332 RICARDO EXTERMINATOR	0145371		PW EXTERM.SRVC. @ PARKVIEW	195.00
					Total :	195.00
192327	10/1/2024	001868 RIO HONDO COLLEGE	X24-227-ZBGN		PD PHYSICAL FITNESS TESTING F	75.00
					Total :	75.00
192328	10/1/2024	010288 RJM DESIGN GROUP, INC.	36649	05499	RCS AQUATIC CTR. PROJ. AUG	2,852.10
					Total :	2,852.10
192329	10/1/2024	001885 ROADLINE PRODUCTS,INC	20206		PW YELLOW PAINT (STREET CREV	943.03
			20458		PW STENCIL GURAD (STREET CRE	289.60
			20477		PW 24' SQUARE BREAKAWAY POS	930.78
			20520		PW CHASIS SRVC. ON VEHICLE T-	813.84
					Total :	2,977.25
192330	10/1/2024	007259 ROBERT HALF	64113123	05973	FA PROF. SRVCS. V.SUMOGE 9/20	1,280.00
					Total :	1,280.00
192331	10/1/2024	011155 SAFE RESTRAINTS, INC	CH082724BGPD	05988	PDSAFETY RESTRAINTS (2)	3,597.12
					Total :	3,597.12
192332	10/1/2024	010445 SANDOVAL, CHRISTOPHER	9204232		PD REIMB. FOR K9 "NACHO" FOOD	89.16
					Total :	89.16
192333	10/1/2024	004881 SANTA ANA POLICE DEPT	DTACT-12022024-00		PD TRNG. FOR C.BROWN COURSE	1,250.00
					Total :	1,250.00
192334	10/1/2024	011181 SANTOS, DANIELA	1028113.002		RCS SHELTER DEPOSIT REFUND €	125.00

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CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192334	10/1/2024	011181 SANTOS, DANIELA	(Continued)			
					Total :	125.00
192335	10/1/2024	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC	8683		PW GLOVES & SUPPL UTILITY CRE	491.26
			8684		PW PARK SUPPL	893.59
			8698		PW PARK SUPPL	883.89
					Total :	2,268.74
192336	10/1/2024	002063 SMART & FINAL	11001		RCS HOSPITALITY DRINKS	125.58
			329300		RCS VP SR. CTR.FIESTAS PATRIAS	35.30
			500244		RCS STAR CAMPING DAY 9/20	38.24
			510855		RCS CFSC PROG. BEVERAGES	73.65
					Total :	272.77
192337	10/1/2024	000913 SMITH PAINT	933100		PW PAINT/SUPPL FACILITIES	321.73
			933342	05913	PW GRAFFITI SUPPL	363.49
			933500		PW PAINT/SUPPL FP	265.21
			934460		PW PAINT/SUPPL PARKS	422.01
			934758		PW PAINT SUPPL BASEBALL COUF	823.26
			935089		PW PAINT/SUPPL CONF.ROOM PW	115.45
			935190		PW PAINT/SUPPL CPNF ROOM PW	83.22
					Total :	2,394.37
192338	10/1/2024	002067 SO CA SPORTS WEAR, WALTER SCHMID	2540	05989	RCS STAFFT OUTERWEAR - ZIP UF	2,119.28
					Total :	2,119.28
192339	10/1/2024	002087 SOUTHERN CALIFORNIA EDISON	700143043419 0918		PW 6607 1/2 FLORENCE PL	26,617.38
			700173489897 0909		PW 8000 PARK LN UNIT A	6,494.09
			700379113430 0918		PW 7907 EASTERN AVE	4.89
			700436447302 0919		PW 6208 LOVELAND ST.	103.39
					Total :	33,219.75
192340	10/1/2024	006333 STANDARD INSURANCE COMPANY	SEP 2024		FA EXECUTIVE BENEFITS SEPT.20:	735.88
					Total :	735.88
192341	10/1/2024	002854 STAPLES ADVANTAGE	6010933627		RCS OFFICE SUPPL	418.94
			6010983619		RCS FIESTAS PATRIAS SUPPL	254.06
			6010983620		RCS OFFICE SUPPL	101.95
			6010983621		RCS PLHA SUPPL	151.89
			6010983622		RCS OFFICE SUPPL	15.59

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192341	10/1/2024	002854 STAPLES ADVANTAGE	(Continued) 6010983623 6010983624 6010983625 6010983626 6010983628		RCS OFFICE SUPPL RCS OFFICE SUPPL RCS OFFICE SUPPL RCS OFFICE SUPPL RCS OFFICE SUPPL	419.99 121.08 5.87 248.33 72.41 1,810.11
192342	10/1/2024	007554 STEAMX,LLC, MIKE J. MANCE	70036		PW PRESSURE WASHER REPAIR	670.89 670.89
192343	10/1/2024	011156 STERLING ADMINISTRATION	JAN 4113		FSA PLAN-COLLECTION OF INITIAL	1,482.00 1,482.00
192344	10/1/2024	010710 SUNSET STUDIO CLEANERS CORP.	3639		RCS DEPT. SUPPL	206.00 206.00
192345	10/1/2024	002169 SUPERA FOODS	4609 8065 8289 091024 8671 8672		RCS FIESTAS PATRIAS ICE RCS FIESTAS PATRIAS SCIENCE ZI RCS SR.CTR. FIESTAS PATRIAS 9/1 RCS CKT POTLUCK SUPPL RCS ASP FP SPORTS WEEK	61.56 59.44 156.24 132.21 22.07 431.52
192346	10/1/2024	007250 UTILIZATION INC., INDUSTRIAL WASTE	102673		PW DISPOSAL OF USED OIL 290 G,	527.34 527.34
192347	10/1/2024	010641 VESTIS SERVICES, LLC	202052 2056610 2570307120 2570309172		RCS AQUATICS SRVCS. LATE FEE RCS AQUATICS SRVCS.-LATE FEE RCS AQUATICS SRVCS. RCS AQUATICS SRVCS	2.76 0.13 95.58 95.58 194.05
192348	10/1/2024	002383 VORTEX INDUSTRIES INC.	03-1757885 03-1762399 03-1768899	05897	PW REPAIR HORIZONTAL SLIDING PW (1) LOW ENERGY DOOR OPER PW REPAIR HORIZONTAL SLIDING	1,058.18 5,496.28 1,150.30 7,704.76
192349	10/1/2024	005583 WEST COAST ARBORISTS INC.	219076	05898	PW TREE TRIMMING FP (8/16-8/31)	1,655.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192349	10/1/2024	005583 WEST COAST ARBORISTS INC.	(Continued) 219077	05898	PW TREE TRIMMING NORTH SID	339.40
					Total :	1,994.40
192350	10/1/2024	007585 WITHERS & SANDGREN LTD	3355		SPR. NO.2019-091 LANDSCAPE SR	1,012.50
			3356		SPR NO. 2023-072 LANDSCAPE SR	300.00
					Total :	1,312.50
192351	10/1/2024	003514 ZEP SALES & SERVICE	9010242864		PW CUSTODIAL SUPPL	1,417.84
					Total :	1,417.84
82 Vouchers for bank code : common						Bank total : 190,530.19
82 Vouchers in this report						Total vouchers : 190,530.19

Voucher List
CITY OF BELL GARDENS

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192352	10/8/2024	009734 GOLD COAST K9, K-9 SERVICES LLC	BGPD-197		PD K-9 FOOD	75.08
			BGPD-201		PD K-9 MAINT. TRNG. 04/10/24	175.00
			BGPD-202		PD K-9 FOOD	76.65
			BGPD-203		PD K-9 MAINT. TRNG. 05/01/24-05/0	175.00
			BGPD-204C		PD K-9 MAINT. TRNG. 06/12/24	175.00
					Total :	676.73
192353	10/8/2024	000494 PETTY CASH, CITY OF BELL GARDENS	PD JUNE RE-ISSUE		PD TRNG. REIM	86.83
					Total :	86.83
192354	10/8/2024	009980 SYSTEMS, INC., TOTAL COMPENSATION	13636	06010	FA GASB FULL VALUATION-1ST INS	2,520.00
					Total :	2,520.00
3 Vouchers for bank code : common						3,283.56
3 Vouchers in this report						3,283.56

**Voucher List
CITY OF BELL GARDENS**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1991-WIRE	10/3/2024	003358 BANK OF THE WEST	BEN605472		STATE INCOME TAX:PAYMENT	27,237.90
					Total :	27,237.90
1992-WIRE	10/3/2024	003359 BANK OF THE WEST	BEN605474		FEDERAL INCOME TAX: PAYMENT	89,812.57
					Total :	89,812.57
1993-WIRE	10/3/2024	001725 CALPERS	BEN605476		PERS-MISC PAYMENT 10/03/224	147,465.60
					Total :	147,465.60
1994-WIRE	10/3/2024	009439 EMPOWER	BEN605478		EMPOWER:PAYMENT	23,688.88
					Total :	23,688.88
192355	10/8/2024	009234 ANINAG, BARRY M.	24-19		PROF. SRVCS. RENDERED FOR PE	5,275.00
					Total :	5,275.00
192356	10/8/2024	007322 1ST JON INC	123583		RCS FIESTAS PATRIAS RESTROOM	803.96
					Total :	803.96
192357	10/8/2024	005857 A & C EMBROIDERY, ANA CARRASCO	9306		CD CE UNIFORMS	277.20
					Total :	277.20
192358	10/8/2024	010967 ACCO ENGINEERED SYSTEMS,INC	20592884	05991	PW REPAIR A/C UNIT IN JAIL	1,352.00
					Total :	1,352.00
192359	10/8/2024	008604 ACCOUNT 6746022400, U.S. BANK PARS	BEN605468		PARS: PAYMENT	7,705.08
					Total :	7,705.08
192360	10/8/2024	008481 ALTA LANGUAGE SERVICES INC	IS743895		BILINGUAL WRITING TEST (1) LISTI	176.00
					Total :	176.00
192361	10/8/2024	010833 AMAZON CAPITAL SERVICES, INC.	11LK-VWLM-KYFH 13NG-FVKJ-DW7K 13QQ-17P4-T6GP 14TY-9RVC-CF49 1C7K-JFPK-XDGW 1DVM-7TR6-N3L7 1GK4-XCMW-1W67		RCS ASP FORD CRAFTS RCS SR. CTR. EQUIP RCS NYC ASP BOOKS RCS ASP OCT. CRAFT SUPPL RCS SPECIAL EVENT POWERBANF RCS ASP CRAFT SUPPL RCS CFSC OFFICE SUPPL	58.90 256.44 245.74 12.62 745.28 17.63 156.78

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192361	10/8/2024	010833 AMAZON CAPITAL SERVICES, INC.	(Continued) 1MFK-VHXT-KVYN 1XF7-64GW-LWXH		RCS SPOOKTACULAR DANCE 10/3/ RCS SELA 2 SINALOA EVENT SUPP	287.35 71.66 1,852.40
192362	10/8/2024	000160 APEX DRUM CO. INC.	129364		PW PARKS SUPPL	991.70 991.70
192363	10/8/2024	000284 ASSOC., BELL GARDENS POLICE	BEN605470		NON-SWORN POA MEMBER--	3,108.00 3,108.00
192364	10/8/2024	010689 BARCODES, INC.	INV7398334	05984	PD E-CITATION PRINTER-ONE GAR	540.00 540.00
192365	10/8/2024	006666 BEITH, TORBEN	20240930	05925	PD ADMIN. SUPPORT & REVIEW (T	3,451.25 3,451.25
192366	10/8/2024	006978 BELL GARDENS AUTO BODY CENTER	12957		2004 CHEV.COLORADO REPAIRS (I	3,166.05 3,166.05
192367	10/8/2024	005910 BRIGHTVIEW LANDSCAPE SRVCS INC	9076665	05929	RCS FP LANDSCAPE MAINT.-OCT	8,038.38 8,038.38
192368	10/8/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25922		PW FLAT REPAIR VEHICLE #D7-SR	60.00 60.00
192369	10/8/2024	010805 CENTER INC., HEALTH & HUMAN RESOUJ	E0329446		AETNA RDL EAP STVCS- NOV.2024	373.91 373.91
192370	10/8/2024	001447 CHARTER COMMUNICATIONS	188329601100124		IT PUBLIC WORKS WI-FI OCT.2024	309.98 309.98
192371	10/8/2024	009266 CHARTER COMMUNICATIONS	127241301100124		VOIP SRVCS. CITY HALL 10/2024~	1,150.00 1,150.00
192372	10/8/2024	009266 CHARTER COMMUNICATIONS	187555301091424		PD CONTRACT SRVC. 09/16/24-10/	291.95 291.95
192373	10/8/2024	011183 COUNCIL FOR WATERSHED HEALTH	360		PW LOS ANGELES COUNY WATER	200.00

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192373	10/8/2024	011183	011183 COUNCIL FOR WATERSHED (Continued)			Total : 200.00
192374	10/8/2024	009081	COUNTY OF LA, SUPERIOR COURT OF C, AUG 2024		FA BAIL SURCHARGES 8/2024	9,328.50
			JULY 2024		FA BAIL SURCHARGES 7/2024	7,813.50
			SEPT 2024		FA BAIL SURCHARGES 9/2024	7,821.00
					Total :	24,963.00
192375	10/8/2024	004588	DAILY JOURNAL CORPORATION	B3852243	PW NISB EATERN AVE. IMPROV. PF	1,270.00
					Total :	1,270.00
192376	10/8/2024	002805	DEPARTMENT OF JUSTICE	758758	PD FINGERPRINT APPS FOR THE A	1,109.00
					Total :	1,109.00
192377	10/8/2024	008668	DIAMOND CLEANING SERVICES, DORA G CHBG-2408		FA CLEANING SRVCS. SEPT.2024	120.00
					Total :	120.00
192378	10/8/2024	007652	DISCOUNT SCHOOL SUPPLY	P431266500101	RCS CREATIVE KIDS TIME SUPPL	442.01
					Total :	442.01
192379	10/8/2024	000713	DOWNEY VENDORS	I13963	CD COFFEE SUPPL	115.38
					Total :	115.38
192380	10/8/2024	000775	ENTENMANN ROVIN CO	0183461-IN	PD DETECTIVE BADGE-DETECTIVE	139.47
					Total :	139.47
192381	10/8/2024	000815	FEDEX	8-634-21782	FA DELIVERY EXPENSES	43.29
					Total :	43.29
192382	10/8/2024	006521	FRANCHISE TAX BOARD	BEN605480	GARNISHMENT:M PAYMENT	100.00
					Total :	100.00
192383	10/8/2024	009084	FRONTIER COMMUNNICATIONS	56219712940224225	IT CITY HALL/PD INTERNET OCT.20	1,190.00
					Total :	1,190.00
192384	10/8/2024	010824	GA NJRSERY	925651	PW PLANTS FOR CITY HALL	175.84
					Total :	175.84
192385	10/8/2024	009734	GOLD COAST K9, K-9 SERVICES LLC	BGPD-205	PD K-9 MAINT. TRAINING 07/23/24	500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192385	10/8/2024	009734	009734 GOLD COAST K9, K-9 SERVI (Continued)			
192386	10/8/2024	002092	GOLDEN STATE WATER COMPANY			
			01744100007 092624		PW 6458 FLORENCE IRR	500.00
			06542100000 092324		PW 6640 MARLOW	330.08
			22744100003 092424		PW 8327 GARFIELD AVE	632.14
			40584200006 092024		PW 8323 GARFIELD AVE	285.93
			52151200004 092424		PW 5856 LUDELL ST (1 OF 2)	91.94
			56810300006 092424		PW 8341 EASTERN IRR	564.69
			56943418386 092324		PW 6626 MARLOW	207.86
			76132100009 092424		PW 5856 LUDELL ST (2 OF 2)	144.69
					Total :	2,302.75
192387	10/8/2024	009737	GOLDSTAR PRODUCTS,INC		PW WEED KILLER SPRAY (UTILITY	764.10
			0080362-IN		Total :	764.10
192388	10/8/2024	006354	GONZALEZ, FREDDIE		CARPOOL INCENTIVE-F.GONZALEZ	35.00
			093024FG		Total :	35.00
192389	10/8/2024	009785	GREENTECH LANDSCAPE INC.	05886	PW CITYWIDE LANDSCAPE SRVCS	9,607.83
			60297		Total :	9,607.83
192390	10/8/2024	011184	GUITRON, ESMERALDA		RCS BGVF PICNIC SHELTER	125.00
			1025366.002		Total :	125.00
192391	10/8/2024	010866	H & MUA STUDIO, RUBEN LOPEZ		RCS CATRINA DEPOSIT RENTAL 10	150.00
			0054A		Total :	150.00
192392	10/8/2024	008072	HF & H CONSULTANTS, LLC	05888	PW TECHNICAL ASSISTANCE EXCI	18,665.25
			9721440		PW CALRECYCLE COMM. HIGH DIN	11,238.00
			9721497		Total :	29,903.25
192393	10/8/2024	001025	HOME DEPOT		PW FACILITIES SUPPL	727.60
			024402/9620350		PW FACILITIES SUPPL	309.32
			025386/8010827		PW CENTER MEDIANS SUPPL	473.64
			026070/7010916		PW BGVF SUPPL	85.55
			0262381/7282372		PW SPECIAL SUPPL (STREET CRE	262.77
			026516/7620568		RCS BGVF FACILITY	269.40
			3610512		RCS ASP BGVF LOCKS	153.56
			4084058		RCS BGVF ASP MARLOW	128.19
			5545152			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192402	10/8/2024	010847 MARTINEZ, ARACELY	(Continued)			
192403	10/8/2024	011185 MEDIA INNOVATION, INC.	1666		RCS CAR SHOW FOOD	985.50
192404	10/8/2024	010248 MICHAEL BAKER INTERNATIONAL	1224297	05341	CD PROFESSIONAL SRVCS. THRO	985.50
192405	10/8/2024	001562 NATIONAL CONSTRUCTION RENTALS	7565275		PD STRINGER POLE 09/12/24-10/09	6,935.00
192406	10/8/2024	011102 NORRIS REALTY ADVISORS	3784	05939	CD RSTEPO APPRAISAL REPORT: I	42.45
192407	10/8/2024	010934 ONLINE SOLUTIONS, LLC	5316	05624	CD ESRI ARCGIS	42.45
192408	10/8/2024	007608 OREILLY AUTO PARTS	3849-381583		PW SOAP FOR SHELTERS-UTILITY	7,000.00
192409	10/8/2024	009641 ORGANIZATION LLP, OLIVAREZ, MADRUG	25805		CC LEGAL-GENERAL 8/2024	7,000.00
			25806		GR LEGAL-GENERAL 8/2024	7,500.00
			25807		CCL LEGAL-GENERAL 8/2024	23.12
			25808		CM LEGAL-GENERAL 8/2024	13,325.65
			25809		CDLEGAL- GENERAL 8/2024	636.00
			25810		FA LEGAL-GENERAL 8/2024	6,747.00
			25811		CD LEGAL-GENERAL 8/2024	4,815.00
			25812		PD LEGAL- GENERAL 8/2024	9,095.00
			25813		PW LEGAL- GENERAL 8/2024	1,431.00
			25814		RCS LEAGL-GENERAL 8/2024	8,199.70
			25816		CD LEGAL-GENERAL 8/2024	20,320.00
			25817		CD LEGAL-GENERAL 8/2024	4,096.50
			25818		CD OTHER LICENSES & PERMITS	3,100.50
			25819		CD OTHER LICENSES & PERMITS	2,170.50
			25820		FA LEGAL-GENERAL 8/2024	238.50
			25821		PW LEGAL-GENERAL 8/2024	1,033.50
			25822		CD OTHER LICENSES & PERMITS	450.00
			25823		CD OTHER LICENSES & PERMITS	4,230.00
			25824		CD OTHER LICENSES & PERMITS	927.50
					CD OTHER LICENSES & PERMITS	238.50
					CD OTHER LICENSES & PERMITS	2,288.00
					CD OTHER LICENSES & PERMITS	1,310.00

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192409	10/8/2024	009641	009641 ORGANIZATION LLP, OLIVAI (Continued)			Total : 84,652.85
192410	10/8/2024	007840	OZZY'S AUTOMOTIVE INC	21051	RCS ESCAPE VEHICLE REPAIR	816.23
				21053	RCS ESCAPE OIL CHANGE	86.48
					Total :	902.71
192411	10/8/2024	008044	PAL PROGRAM	BEN605482	PAL PROGRAM: PAYMENT	205.00
					Total :	205.00
192412	10/8/2024	000453	PARK WATER, LIBERTY PARK UTILITIES	1800000032 BALANC 05890	PW EXTRAORDINARY SRVCS. (MA	3,000.00
					Total :	3,000.00
192413	10/8/2024	001697	PARKHOUSE TIRE, INC.	1010999529	PW FLAT REPAIR ON TRACTOR	75.81
					Total :	75.81
192414	10/8/2024	007292	PARKING CO. OF AMERICA, PCAM,LLC	06007	RCS TRANSPORTATION SERVICES	1,520.00
				06007	RCS TRANSPORTATION SRVCS. JL	1,520.00
				06007	RCS TRANSPORTATION SRVCS. 7/	1,520.00
				06007	RCS TRANSPORTATION SRVCS. 7/	1,235.00
				06007	RCS TRANSPORTATION SRVCS. AL	2,280.00
					RCS MAGIC OF THE JACK EXCURS	600.00
					Total :	8,675.00
192415	10/8/2024	008666	PARS	56362	ARS PARS FEES	1,117.91
					Total :	1,117.91
192416	10/8/2024	011187	PEREDIA ENRIQUEZ, STEPHANIE	1028089.002	RCS SHELTER DEPOSIT REFUND €	125.00
					Total :	125.00
192417	10/8/2024	010226	PERMANENTE MEDICAL GROUP, SOUTH I	1001218856	EE PRE-PLACEMENT PHYSICALS	880.00
					Total :	880.00
192418	10/8/2024	009819	PLANSOURCE	IN343721	PLANSOURCE DATA FEED ANTHEM	750.00
					Total :	750.00
192419	10/8/2024	010973	QUALITY JET ROOTER, INC.	15739	PW TESTING & CERTIFICATION OF	300.00
					Total :	300.00
192420	10/8/2024	010741	RAFAEL, RENNY	SEP 2024	PD TRNG. FOR R.RAFael COURSE	61.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192420	10/8/2024	010741 RAFAEL, RENNY	(Continued)			61.73
192421	10/8/2024	011189 REMODELING, INC, BELLO CONSTRUCTIC RUEZGA			CONST. 1ST DEPOSIT 6509 TOLER	24,552.00
					Total :	24,552.00
192422	10/8/2024	011186 RICE STREET THAI, RESTAURANT	90		RCS CAR SHOW EVENT FOOD	992.25
					Total :	992.25
192423	10/8/2024	010288 RJM DESIGN GROUP, INC.	36688	05499	RCS AQUATIC CTR. PROJECTAUGI	23,186.00
					Total :	23,186.00
192424	10/8/2024	008637 ROBERTSON'S READY MIX LTD	523425	05995	PW CONCRETE @ E.FLORENCE A1	1,211.68
					Total :	1,211.68
192425	10/8/2024	006187 ROY ALLAN SLURRY SEAL, INC	4591RETN	05645	PW SLURRY SEAL IMPROV. PROJ.	8,580.12
			4605RETN	05945	PW SLURRY SEAL IMPROV. PROJ.	7,964.24
					Total :	16,544.36
192426	10/8/2024	002022 SEQUEL CONTRACTORS	17423	05963	PW VARIOUS RESIDENTIAL STREE	244,334.54
					Total :	244,334.54
192427	10/8/2024	011188 SIERRA, JENNIFER	1028159.002		RCS YTH. VOLLEYBALL ~	50.00
					Total :	50.00
192428	10/8/2024	011190 SINAI REMODELING, GERARDO H. FERRE VILLALOBOS			CONST. 1ST DEPOSIT-8229 SPECI	30,000.00
					Total :	30,000.00
192429	10/8/2024	002063 SMART & FINAL	0061		PW PUBLIC WORKS SUPPL	154.80
			129999		RCS NOCHES BOHEMIAS SNACKS	378.45
			520344		RCS ZUMBAILE 9/25	33.59
			905799		RCS WORLD DELICACY 9/26	69.92
			947355		RCS SR. CTR.COFFEE SUPPL	339.12
					Total :	975.88
192430	10/8/2024	002067 SO CA SPORTS WEAR, WALTER SCHMID	2539		RCS VOLUNTEER COTTON- T-SHIF	863.87
					Total :	863.87
192431	10/8/2024	002088 SOCALGAS	03560611000 092724		PW 8327 GARFIELD AVE	63.54
			09650638001 092724		PW 5856 LUDELL ST	16.37

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192431	10/8/2024	002088 SOCALGAS	(Continued) 11300697007 092524 12170673003 093024 12560694098 092524 13010672007 093024		PW 8110 PARK LN PW 6662 LOVELAND ST PW 8000 APRK LN PW 7100 GARFIELD AVE Total :	63.17 66.87 2.05 127.83 339.83
192432	10/8/2024	002087 SOUTHERN CALIFORNIA EDISON	700076461609 1001; 700332863224 0924; 700443430692 0925; 700815907359 0924;		PW VARIOUS LOCATIONS PW 7100 GARFIELD AVE TPP2 PW 6515 SCOUT AVE PED PW 8000 PARK LN. UNIT B Total :	1,504.57 214.29 18.94 11,700.61 13,438.41
192433	10/8/2024	005452 STANDARD INSURANCE COMPANY	SEP 2024		STANDARD ACC 5-SEP 2024-LIFE A Total :	19,991.98 19,991.98
192434	10/8/2024	000594 STATE DISBURSEMENT UNIT	BEN605484		GARNISHMENT: PAYMENT Total :	1,439.98 1,439.98
192435	10/8/2024	011105 STERND AHL ENTERPRISES, LLC	18038	05949	PW CITYWIDE SHARED BIKE LANE Total :	9,709.00 9,709.00
192436	10/8/2024	002169 SUPERA FOODS	0271 1718 092324 6711 090624		RCS NYC COOKING CLASS 09/18 RCS CFSC FOOD PANTRY SUPPL RCS BGVP CLEANING SUPPL Total :	56.90 276.11 50.28 383.29
192437	10/8/2024	009300 SWANK MOTION PICTURES, INC.	DB3699491		RCS KUNG FU PANDA MOVIE Total :	535.00 535.00
192438	10/8/2024	011179 TODAY CASH	BEN605486		GARNISHMENT: PAYMENT Total :	382.03 382.03
192439	10/8/2024	006443 TOTAL EXTERMINATING INC.	103186 103188 103189 10319 103190 103192		PW MNTHLY SRVC. @ CH & PD OC PW MNTHLY SRVC.@ WATER WEL PW MNTHLY SRVC. @ PW (ANTS/C PW MNTHLY SRVC. @ CH & PD (BL PW MNTHLY SRVC. @ SIERRA BLD PW MNTHLY SRVC. @ BGVP (BLAC Total :	195.00 70.00 50.00 170.00 60.00 125.00

Voucher List
CITY OF BELL GARDENS

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192439	10/8/2024	006443	006443 TOTAL EXTERMINATING INC (Continued)			Total : 670.00
192440	10/8/2024	010634	ULINE, INC. 183114485		RCS OFFICE LOCKERS	633.88
192441	10/8/2024	010353	VARGAS CERVANTES, MIRIAM 678809		RCS DDLM MAKEUP REIMB.	Total : 633.88
192442	10/8/2024	006130	VERIZON WIRELESS 9974237754		RCS CALL SRVC. 8/20-9/19	220.00
192443	10/8/2024	010481	VICENCIO, EDGAR 0067		RCS HIP HOP SEPT. 2024	Total : 207.37
192444	10/8/2024	005583	WEST COAST ARBORISTS INC. 219686	05898	PW TREE TRIMMING NOTH SIDE (E	720.00
94 Vouchers for bank code : common						Total : 1,273.20
TRANSFER	10/3/2024	BANK OF THE WEST	P/R		NET PAYROLL	Bank total : 983,385.06
94 Vouchers in this report						Total vouchers : 1,537,822.72

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192445	10/15/2024	008453 BLACK & WHITE EMERGENCY VEH	5627	05858	PD VEHICLE EMERGENCY EQUIP £	5,333.32
			5652	05856	PD VEHICLE EMERGENCY EQUIP £	5,333.32
			5653	05857	PD VEHICLE EMERGENCY EQUIP £	5,333.32
				Total :		15,999.96

1 Vouchers for bank code : common

Bank total : 15,999.96

1 Vouchers in this report

Total vouchers : 15,999.96

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1995-WIRE	10/14/2024	010983 BERNARDS BROS INC.	1864240901	05709	PW -FP REGIONAL AQUATIC CTR. I	992,447.58
					Total :	992,447.58
192446	10/15/2024	009234 ANINAG, BARRY M.	24-16A		PROF. SRVC. RENDERED FOR PEF	5,184.00
					Total :	5,184.00
192447	10/15/2024	010020 2018-2 IH BORROWER LP	6374GAGE121-5		RCS RENTAL C.MARTINEZ 11/2024	1,027.20
					Total :	1,027.20
192448	10/15/2024	010015 5819-5831 CECILIA STREET,LLC	5831CECILIAG-5		RCS RENTAL P.PACHECO 11/2024	850.00
					Total :	850.00
192449	10/15/2024	010902 8051 EASTERN AVE., LLC	8051EASTERN13-3		RCS RENTAL V.TERRAZAS 11/2024	485.23
					Total :	485.23
192450	10/15/2024	000098 ALIN PARTY SUPPLY	634689		RCS HALLOWEEN DECOR.	385.90
			634692		RCS SPOOKY DANCE 10/30	233.68
			634696		RCS WORLD DELICACY 10/17	80.35
					Total :	699.93
192451	10/15/2024	000106 ALL CITY MANAGEMENT SERVICES	95105	05880	PW SCHOOL CROSSING GUARD S	17,151.33
			95537	05880	PW SCHOOL CROSSING GUARD S	15,441.83
					Total :	32,593.16
192452	10/15/2024	010833 AMAZON CAPITAL SERVICES, INC.	139W-JMG7-9X4R		RCS STAR ART DAY SUPPL 9/12	91.77
			13MD-4V9R-WQPH		RCS DDLMALTAR SUPPL 10/31	339.17
			143L-LMTF-3KX7		RCS BG ARTS EVENT DECOR	85.12
			167K-GWJN-6CCW		RCS DDLM GENERAL EVENT DECC	461.90
			16M4-C9XJ-GWKW		RCS BGVP ASP PUMPKIN CARVINC	59.44
			19JY-7M1V-7J9Y		RCS STAR PROG. SUPPL	116.61
			1CGR-TRYH-6DVC		RCS SELA 2 SINALOA EVENT DECC	171.29
			1KQR-GXQY-DTMN		RCS ASP NYC FACE PAINT KITS	389.39
			1KTW-RQFG-46FR		RCS DDLM PHOTO PROP SUPPL 11	816.02
			1QWH-K64N-FMRF		RCS DDLM DECOR ARCHS 10/31	221.58
					Total :	2,752.29
192453	10/15/2024	010953 AMERICAN GLOBAL SECURITY,INC	23534	05937	RCS SPORT CTR.SECURITY 9/1-9/3	6,997.21

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192453	10/15/2024	010953 AMERICAN GLOBAL SECUR (Continued)				Total : 6,997.21
192454	10/15/2024	000148 AMTECH ELEVATOR SERVICES	151401708249		PD ELEVATOR MAINT. OCT.2024	242.63
			151401708712		PW MAINT. SRVC. FROM 10/01/24-	234.86
					Total :	477.49
192455	10/15/2024	000301 ANTHEM BLUE CROSS	001727869G		FA HEALTH INS. OCT.2024	210,099.75
					Total :	210,099.75
192456	10/15/2024	000301 ANTHEM BLUE CROSS	000359302040		RET HEALTH INS. OCT.2024	20,203.43
					Total :	20,203.43
192457	10/15/2024	010784 ARDURRA GROUP, INC	154293	05547	RCS AQUATIC CTR. PROJ. AUG.202	110,424.50
					Total :	110,424.50
192458	10/15/2024	006800 ATHENS SERVICES	1024121115	05881	PW RESIDENTIAL WASTE SRVCS.	320,529.15
					Total :	320,529.15
192459	10/15/2024	010690 AV GRAPHICS	PSI03841		CD BUS CARDS PRINTING: BLANK	228.24
			PSI03893		CD BUS CARDS PRINTING: V. JAR/	157.68
					Total :	385.92
192460	10/15/2024	009743 AZTLAN ATHLETICS, LLC	018	05999	RCS HALLOWEEN CARNIVAL - TOV	2,740.00
					Total :	2,740.00
192461	10/15/2024	011069 BARRERA, ARTURO	5950LOVELAND#I-4		RCS RENTAL MAE.MAGANA 11/2024	550.76
					Total :	550.76
192462	10/15/2024	011132 BARRIOS, SEBASTIAN	8013GEPHART-3		RCS RENTAL A.ORTEGA 11/2024	368.80
					Total :	368.80
192463	10/15/2024	002250 BELTRAN, MARTHA T.	VIDAMARTHA09		RCS VIDA SANA SEPT.2024	150.00
					Total :	150.00
192465	10/15/2024	010954 BMO BANK N.A.	0109 092824		CC CONF., MTGS, TRAVEL	150.00
			0206 092824		RCS SPECIAL EVENT EQUIP	3,861.79
			0714 092824		CC CONF.,MTGS,TRAVEL	75.00
			0716 092824		CC CONF., MTGS, TRAVEL	212.05
			0754 092824		CD OFFICE SUPPL	239.87

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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192465	10/15/2024	010954 BMO BANK N.A.	(Continued)			
			0946 092824		RCS SPECIAL SUPPL	4,506.18
			3704 092824		PW OFFICE SUPPL	33.48
			4936 092824		PW OFFICE SUPPL	3,310.58
			5081 092824		CCL OFFICE SUPPL	1,427.29
			5470 092824		RCS FIESTAS PATRIAS GIFT CARD:	1,045.13
			5946 092824		FA OFFICE SUPPL	80.40
			6535 092824		CM CONF., MTGS, TRAVEL	1,094.06
			7243 092824		PD TRNG. EXPENSES	3,090.97
			7795 092824		HR MEMBERSHIP DUES	1,293.07
			7899 092824		CM., CONF, MTGS, TRAVEL	257.00
			8770 092824		RCS COMM. FAMILY SRV. CTR.EXP	3,055.05
			9117 092824		RCS GENERAL EQUIP MAINT/REPA	498.00
			9532 092824		PD OFFICE SUPPL	3,803.82
					Total :	28,033.74
192466	10/15/2024	009389 BRIGHTVIEW GOLF MAINTENANCE	9102787	05868	RCS GC MAINT. OCT.2024	13,634.25
					Total :	13,634.25
192467	10/15/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25931		PW FLAT REPAIR SR. BUS D7	30.00
					Total :	30.00
192468	10/15/2024	006331 BSN SPORTS, LLC	926970447		RCS YTH VOLLEYBALL SUPPL	532.47
					Total :	532.47
192469	10/15/2024	011152 C&T FERNANDEZ INVESTMENTS,INC.	6617JABONERIA#B-		RCS RENTAL J.MONTOYA 11/2024	756.00
					Total :	756.00
192470	10/15/2024	010879 CALDWELL, SARA C.	6816GRANGER-2		RCS RENTAL C.VARGAS 11/2024	560.00
					Total :	560.00
192471	10/15/2024	008114 CALIFORNIA CLEANING SUPPLIES	58103		PW CUSTODIAL SUPPL	897.90
			58228		PW CUSTODIAL SUPPL	729.13
			58229		PW CUSTODIAL SUPPL	681.28
			58230		PW CUSTODIAL SUPPL	839.44
			58242		PW CUSTODIAL SUPPL	140.90
			58243		PW CUSTODIAL SUPPL	45.18
					Total :	3,333.83

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192472	10/15/2024	004748 CAMACHO, PAUL	10/1/2024		PD TRNG. COURSE:LACPCA P.CAN	1,239.11
					Total :	1,239.11
192473	10/15/2024	000452 CENTRAL BASIN MWD	BG-AUG24		PW MNTHLY WATE SRVC. FOR AUC	131,506.15
					Total :	131,506.15
192474	10/15/2024	011151 CHARLES, FRANCISCO A.	6039SHULL-2		RCS RENTAL D.TOVAR 11/2024	869.20
					Total :	869.20
192475	10/15/2024	010026 CHEN, GANG	5902GOTHAM-4		RCS RENTAL G.CHENG NOV.2024	580.00
					Total :	580.00
192476	10/15/2024	010025 CHERRY AVENUE ONE LP	6038GALLANT-3		RCS RENTAL S.LUCANO 11/2024	1,000.00
					Total :	1,000.00
192477	10/15/2024	004588 DAILY JOURNAL CORPORATION	B3855944		CD PUBLICATIONS 09/24	200.00
			B3855960		CD PUBLICATIONS-09/24	185.00
			B3858189		CD PUBLICATIONS- 09/24	440.00
					Total :	825.00
192478	10/15/2024	011114 DAWN PATROL, LLC	6803MARLOWB-3		RCS RENTAL G.ROMERO 11/2024	791.92
					Total :	791.92
192479	10/15/2024	010898 DB&B PROPERTIES, LLC	6526CASSANDRA-4		RCS RENTAL K.BLANCO 11/2024	642.72
			6528CASSANDRA-5		RCS RENTAL V.ARROYO 11/2024	699.60
					Total :	1,342.32
192480	10/15/2024	000659 DELTA DENTAL OF CALIFORNIA	BE006264770		FA DENTAL INS.-OCT.2024	14,503.69
					Total :	14,503.69
192481	10/15/2024	000658 DELTA DENTAL INSURANCE COMPANY	BE006262397		FA DENTAL INS. OCT.2024	1,107.63
					Total :	1,107.63
192482	10/15/2024	008668 DIAMOND CLEANING SERVICES, DORA G	BG-2432		PD OFFICE DETAIL CLEANING	475.00
			BG-2433		PD OFFICE DETAIL CLEANING	225.00
			BG-2434		PD- OFFICE DETAIL CLEANING	225.00
			BG-2435		PD OFFICE DETAIL CLEANING	225.00
					Total :	1,150.00

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192483	10/15/2024	010916 DIAZ, SALVADOR	6908ELSELINDA-4		RCS RENTAL R.DIAZ 11/2024	840.00
					Total :	840.00
192484	10/15/2024	010331 DIMEX PROFESSIONAL, ISRAEL HERNAN	1351		RCS FP JANITORIAL SRVCS. 9/4-9/	166.00
			1352		RCS SC JANITORIAL SRVCS. 9/4-9/	300.00
			1353		RCS SR.CTR.JANITORIAL SRVCS. 9/4-9/	136.00
			1354		RCS GC JANITORIAL SRVCS. 9/4-9/	136.00
			1355		RCS CFSC JANITORIAL SRVCS. 9/4	288.00
			1356		RCS NYC JANITORIAL SRVCS. 9/4-	136.00
					Total :	1,162.00
192485	10/15/2024	010040 DNR INVESTMENTS, LLC	5951LOVELAND-5		RCS RENTAL K.RAMIREZ 11/2024	350.00
					Total :	350.00
192486	10/15/2024	010358 DOWNEY PARTY RENTALS	C-087435	06002	RCS FIESTAS PATRIAS DANCE FLC	1,288.65
					Total :	1,288.65
192487	10/15/2024	011111 DUARTE, JOSE	6550HANNON1/2-3		RCS RENTAL J.ROJAS 11/2024	640.00
					Total :	640.00
192488	10/15/2024	011110 EAGLES,LLC	7016GRANGER3/4-3		RCS RENTAL A.RODRIGUEZ 11/202	611.81
					Total :	611.81
192489	10/15/2024	008258 ECOFERT, INC	6102		PW FIELD FERTIGATION-SEP.2024	724.00
					Total :	724.00
192490	10/15/2024	008128 ECONOLITE SYSTEMS	43827	05907	PW PREVENTIVE MAINT. 9/2024	4,896.70
			43922	05907	PW ROLLING REPORT 9/2024	9,407.89
					Total :	14,304.59
192491	10/15/2024	011115 ELIAS JR., MARTIN	092024		RCS ALTERNATIVE TRANSPORTATI	23.00
					Total :	23.00
192492	10/15/2024	011192 EMERGENCY GATE REPAIRS	2600_BG		RCS SPORT CTR. GATE REPAIRS	880.00
					Total :	880.00
192493	10/15/2024	006944 ENTERPRISE FLEET MANAGEMENT	FBN5161442		PD MNTHLY LEASE FOR DETECTIV	2,831.57
					Total :	2,831.57

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192494	10/15/2024	010300 ESPINOSA GONZALEZ, JORGE A.	6614FLORENCE-5		RCS RENTAL B.ESCOBEDO 11/2024	580.00
					Total :	580.00
192495	10/15/2024	009361 EURMAX CANOPY, INC.	10042024	05977	RCS YOUTH AND ADULT SPORTS S	4,498.09
					Total :	4,498.09
192496	10/15/2024	008881 EVENAS DESIGN	5072		BUSINESS CARDS	318.75
					Total :	318.75
192497	10/15/2024	011193 FERREIRA, MATTHEW	10/1/2024		PD TRNG. COURSE:EVOC M.FERRI	470.48
					Total :	470.48
192498	10/15/2024	001481 FINANCIAL SERVICES, INC., DE LAGE LAI	588540369		PD COPIER LEASE OCT.2024	341.34
					Total :	341.34
192499	10/15/2024	005761 FORENSIC NURSE SPECIALISTS,INC	5996		PD CONTRACT SRVC. ASSAULT EX	1,200.00
					Total :	1,200.00
192500	10/15/2024	010830 FRANCO, JOSE A.	092024		RCS ALTERNATIVE TRANSPORTATI	19.00
					Total :	19.00
192501	10/15/2024	009084 FRONTIER COMMUNICATIONS	20911955140514155.		PD UPGARDE FRAME RELAY CIRC	1,113.00
					Total :	1,113.00
192502	10/15/2024	004594 FUN EXPRESS	73287856901 73287856902 73287943701 73287943702		RCS HALLOWEEN EVENT GAUZE & RCS HALLOWEEN DECOR RCS HALLOWEEN EVENT PUMPKIJ RCS HALLOWEEN DECOR	61.72 926.02 432.61 553.10
					Total :	1,973.45
192503	10/15/2024	011054 GERSHON A PROFESSIONAL CORP., RICI	249558		RSTEPO LEGAL ADVISORY SRVC.8	1,410.00
					Total :	1,410.00
192504	10/15/2024	009809 GLOBAL URBAN STRATEGIES INC.	729 738 739	05774 05632	CD LEAP GRANT PROG. ADMIN-09 GRANT WRITING SRVCS. SEPT.202 OWNER OCCUPIED PROG. 09/24	3,737.50 4,485.00 1,197.50
					Total :	9,420.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
192505	10/15/2024	009734 GOLD COAST K9, K-9 SERVICES LLC	BGPD-207		PD K-9 MAINT. TRNG. 09/2024	500.00
					Total :	500.00
192506	10/15/2024	002092 GOLDEN STATE WATER COMPANY	01627100009 092624		PW GARFIELD AVE & PARK LANE	1,240.84
			21145100000 092624		PW SCOUT & RAMISH	278.74
			21744100005 092624		PW 6221 FLORENCE AVE	990.32
			24412200008 092624		PW 8000 SCOUT (1") IRR	31.55
			31145100009 092624		PW 8000 SCOUT (6"C) IRR	4,586.40
			49226200001 100124		PW 8000 SCOUT (2") BATHROOMS	675.32
			49644100007 092624		PW CLARA ST/IN SIDEWK (IIRG)	95.98
			50744100004 092624		PW N/E/C AJAX & FLORENCE IRR	489.58
			52744100000 092624		PW GARFIELD AVE & EASTERN AVI	403.44
			57319200002 092624		PW GAGE AVE SPECHT	344.77
			59644100006 092624		PW EASTERN S/O LIVE OAK (IRRG)	403.44
			81145100004 092624		PW S/SIDE PARK LN. @ GILLILAND	46.15
			81916100001 092624		PW 8000 SCOUT (6") IRR	9,865.76
					Total :	19,452.29
192507	10/15/2024	011047 GONZALEZ, ARTHUR G.	58141/4GAGE-5		RCS RENTAL N.PEREZ 11/2024	420.00
					Total :	420.00
192508	10/15/2024	011194 GONZALEZ, NEREIDA	5825QUINN#8-1		RCS RENTAL K.CRUIZ NOV.2024	320.00
					Total :	320.00
192509	10/15/2024	009996 GREAT HIGHWAY LLC	5814QUINN#5-6		RCS RENTAL B.RABIA 11/2024	766.58
					Total :	766.58
192510	10/15/2024	011133 GUARDADO, JOSE L.	6617TOLER-3		RCS RENTAL G.VIDRIO 11/2024	624.00
					Total :	624.00
192511	10/15/2024	010866 H & MUA STUDIO, RUBEN LOPEZ	0056A		RCS DDLM FACE PAINTERS 10/31	999.00
					Total :	999.00
192512	10/15/2024	010909 HARTSFIELD, MAYRA	66391/2ELCORTEZ-4		RCS RENTAL J.ARAGOM 11/2024	656.00
			6639ELCORTEZ-6		RCS RENTAL M.MENDEZ 11/2024	700.00
			66411/2ELCORTEZ-4		RCS RENTAL C,HOLLON 11/2024	520.00
					Total :	1,876.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192513	10/15/2024	011023 HERNANDEZ GARCIA, MARIA P.	6557LIVEOAK-6		RCS RENTAL A.MARTINEZ 11/2024	400.00
					Total :	400.00
192514	10/15/2024	010875 HOLDINGS LLC, JNGSABARR PROPERTY	5820CLARA-3		RCS RENTAL A.MOSQUEDA NOV.21	802.60
					Total :	802.60
192515	10/15/2024	001025 HOME DEPOT			PW FACILITIES SUPPL	115.37
					PW FACILITIES SUPPL	26.92
					PW SPECIAL SUPPL (STREET CRE	125.88
					PW FP SUPPL	43.67
					PWBGVP SUPPL	43.67
					PW BGVP SUPPL	110.80
					RCS GC SUPPL	238.66
					PW CH/PARKS SUPPL	98.38
					RCS SINALOA BIKE RIDE SUPPL	65.87
					RCS CFSC FOOD PROG.	98.85
					RCS CFSC CLEANING SUPPL	182.73
					RCS SR. STORAGE SUPPL	191.02
					RCS SR. CTR. SUPPL 9/24	218.31
				06005	RCS BG ARTS BOHEMIAN NIGHT	1,065.21
					Total :	2,625.34
192516	10/15/2024	011140 HUERTA, SONIA	6578SUVA-2		RCS RENTAL Y.ROMERO NOV.2024	460.00
					Total :	460.00
192517	10/15/2024	009818 IBE DIGITAL			FA COPIER LEASE 9/6-10/05	198.59
					CD COPIER LEASE 9/6-10/05	587.72
					CCL COPIER LEASE 9/6-10/5	19.94
					PD DISPATCH COPIER LEASE 9/6-1	33.82
					PD BASEMENT BRIEFING COPIER I	56.47
					PD RECORDS COPIER LEASE 9/6-1	94.81
					PW COPIER LEASE 9/7-10/5	92.99
					RCS SR.CTR.COPIER LEASE 9/6-10	9.28
					RCS NYC COPIER LEASE 9/6-10/5	5.23
					RCS BGVO COPIER LEASE 9/6-10/E	40.93
					RCS FORD COPIER LEASE 9/6-10/E	134.85
					Total :	1,274.63

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192518	10/15/2024	010467 ICREATECRAFTS, CRYSTAL A. NAVAREZ	5852		RCS DDLM PHOTO PROPS 10/31	600.00
					Total :	600.00
192519	10/15/2024	005177 INFRASTRUCTURE ENGINEERS	457070	05299	PW ATP CYCLE 5 CITYWIDE COMP	56,840.00
			457071	05993	PW FP MAINT. YARD ACCESS ROA	68.75
			457072	05994	PW VARIOUS RESIDENTIAL STREE	11,594.25
			457073	05979	PW HSIP CYCLE 11 INTERSECTION	9,708.00
			457074	05978	PW ATP CYCLE 6 COMPLETE STRE	24,087.00
			457100	05735	PW SOIL REMEDIATION PROJ. @ F	6,100.75
			457101	05911	PW VARIOUS RESIDENTIAL STREE	17,887.87
					Total :	126,286.62
192520	10/15/2024	011034 JDREDONDO LLC	RDB-110375	05788	CD JANITORIAL SERVICES-CDD 10	390.00
					Total :	390.00
192521	10/15/2024	005281 JG QUALITY PRINTING, GLORIA L. HINOJK	641		CODE ENF.NOV. BOOKS	381.14
					Total :	381.14
192522	10/15/2024	008730 JHM SUPPLY	99491/3		PW IRRG. SUPPL/PARKS	369.51
			99604/3		PW IRRG SUPPL/PARKS	752.58
			99681/3		PW IRRG SUPPL/PARKS	626.58
					Total :	1,748.67
192523	10/15/2024	004019 KAISER FOUNDATION HEALTH PLAN	OCT 2024		FA HEALTH INS. (226486-0000)	156,788.79
					Total :	156,788.79
192524	10/15/2024	010569 LA BOMBA MIX & JC PRODUCTIONS, JUAI	4-92424	06006	RCS FIESTAS PATRIAS 2024 ADA R	1,250.00
					Total :	1,250.00
192525	10/15/2024	011149 LEE PEGG TRUST	6339AJAX-2		RCS RENTAL A.FUENTES 11/2024	642.20
					Total :	642.20
192526	10/15/2024	008985 LOPEZ, ROBERT	9/30/2024		PD TRNG.COURSE:LEILDI R.LOPEZ	53.50
					Total :	53.50
192527	10/15/2024	010089 LOST & FOUND PROPERTIES,INC	5629GOTHAM5-6		RCS RENTAL M.CARRASCO 11/202-	271.46
					Total :	271.46

Voucher List
CITY OF BELL GARDENS

10/17/2024 11:51:51AM

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Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192528	10/15/2024	003249 LUBRANI, SAMANTHA L.	CC24-008_2		CCL CITY COUNCIL MNTG.OF 8/12/	550.00
					Total :	550.00
192529	10/15/2024	010560 MACBANGER MUSIC PUBLISHING	INV0125		RCS HALLOWEEN CARNIVAL DJ	999.00
					Total :	999.00
192530	10/15/2024	010282 MAP PROPERTY MANAGEMENT	7511EMIL#A-4		RCS RENTAL C.PAREDES 11/2024	865.20
					Total :	865.20
192531	10/15/2024	010847 MARTINEZ, ARACELY	ARACELY09		RCS VIDA SEPT.2024	140.00
					Total :	140.00
192532	10/15/2024	010896 MARTINEZ, JOSE	6029LIVEOAK-4		RCS RENTAL L.URIAS 11/2024	616.00
					Total :	616.00
192533	10/15/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	21101887		PD JAIL UNIFORMS & LINEN CLEA	56.64
					Total :	56.64
192534	10/15/2024	010083 MEJIA, URIEL	5860GOTHAM1/4-5		RCS RENTAL K.ORTEGA 11/2024	633.60
					Total :	633.60
192535	10/15/2024	011153 MENDOZA, ARACELI	7906JABONERIA-2		RCS RENTAL E.ROMERO 11/2024	1,040.00
					Total :	1,040.00
192536	10/15/2024	011041 MEZA, CLEMENTE	6032GOTHAM-6		RCS RENTAL L.ARISTA 11/2024	960.00
					Total :	960.00
192537	10/15/2024	011148 MIRANDA, PATTY	7511EMIL#F-2		RCS RENTAL M.PRECIADO 11/2024	820.00
					Total :	820.00
192538	10/15/2024	010113 MIRANDA, SOFIA	6710OTTO-1		RCS RENTAL R.LEON 11/2024	670.40
			7528EMIL#1/2-4		RCS RENTAL S.GUARINA 11/2024	734.00
					Total :	1,404.40
192539	10/15/2024	010014 MORA, ISRAEL	6408LOVELAND-4		RCS RENTAL M.MONROY 11/2024	367.20
					Total :	367.20
192540	10/15/2024	011118 MUNOZ, ABIGAIL	6012LUDELL-3		RCS RENTAL A.HERNANDEZ 11/2024	720.00

Voucher List
CITY OF BELL GARDENS

10/17/2024 11:51:51AM

Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192552	10/15/2024	010003	010003 R & G PROPERTY INC. (Continued)			Total : 980.00
192553	10/15/2024	010633	RAMOS, MANASES H.		RCS SHELTER EPOSIT REFUND 10	125.00
			1027900.002			Total : 125.00
192554	10/15/2024	010007	RLC HOLDINGS		RCS RENTAL RC ALVARADO 11/202	646.00
			6533ELCORTEZ-2			Total : 646.00
192555	10/15/2024	007259	ROBERT HALF	05973	FA PROF. SRVCS. V.SUMOGE 9/27	1,280.00
			64139735	05973	FA PROF. SRVCS. V.SUMOGE 10/4	1,280.00
			64168020			Total : 2,560.00
192556	10/15/2024	004955	SALCEDA, VICTOR		RCS RENTAL S. RAMOS 11/2024	540.00
			7826JABONERIA-4			Total : 540.00
192557	10/15/2024	001946	SALDANA, TOBIAS		RCS RENTAL A.PONCE 11/2024	380.00
			6616SPECHT-3			Total : 380.00
192558	10/15/2024	011150	SANCHEZ, CARLOS		RCS RENTAL E.ROLON 11/2024	584.00
			8016FELIX#6-2			Total : 584.00
192559	10/15/2024	002022	SEQUEL CONTRACTORS		PW VARIOUS RESIDENTIAL STREE	76,647.43
			BILLING#1 REISSUE			Total : 76,647.43
192560	10/15/2024	010263	SILENT INVESTMENT, LLC		RCS RENTAL C.YORK 11/2024	1,192.00
			5532GOTHAM#1/2-5			Total : 1,192.00
192561	10/15/2024	002063	SMART & FINAL		RCS ASP MARLOW SUPPL	63.35
			049099		RCS HALLOWEEN CANDY WEEK 1	931.33
			069933	06009	RCS CLARA BIRTHDAYS 10/3	118.80
			106233		RCS VP BIRTHDAY 10/4	60.11
			378533		RCS ASP FP OBSTACLE COURSE £	31.57
			517411		RCS ASP MARLOW MOVIE	22.98
			589833		RCS ASP BGVF FEAR-FACTOR FUJ	100.90
			730999		RCS BIRTHDAY CELEBRATION	44.25
			920344		RCS CFSC WORKSHOP SUPPL	84.74
			995911			Total : 1,458.03
192562	10/15/2024	002087	SOUTHERN CALIFORNIA EDISON		PW VARIOUS LOCATIONS	5,772.20
			600001511489 10032			

Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192562	10/15/2024	002087	002087 SOUTHERN CALIFORNIA EE (Continued)			Total : 5,772.20
192563	10/15/2024	002105	SPARKLETTTS 9232598 092824		CD WATER SRVC: 8/24	55.93
192564	10/15/2024	009031	STAR2STAR COMMUNICATIONS, LLC SUBC00013934		VOIP SERVICES 10/7/24-11/7/24	Total : 10,442.61
192565	10/15/2024	002169	SUPERA FOODS		RCS BG ARTS EVENT DRINKS	28.85
					RCS COMM. BIKE RIDE MAYOR EVI	152.84
					RCS SELA MAYOR EVENT SUPPL	15.39
					RCS LOTERIA NIGHT BREAD 9/27	55.90
					RCS LOTERIA NIGHT DRINKS 9/27	32.94
					RCS BG ARTS EVENT SUPPL	11.84
					RCS BG ARTS EVENT BARCENA	11.54
					RCS ASP NYC FRIDAY FUN DAY	116.50
					RCS ASP FP FUN DAY	87.07
					RCS ASP MARLOW FUN DAY	43.54
					RCS ASP MARLOW BONE CHILLINI	45.42
					Total : 601.83	
192566	10/15/2024	011080	TAMARA ANDERSEN, LLC 6538AJAX#1/2-4		RCS RENTAL N.RODRIGUEZ 11/202	751.20
192567	10/15/2024	011154	TORIZ, RUBINA L. 7133PASEODELRIO.		Total : 751.20	
					RCS RENTAL A.LUGO 11/2024	1,440.00
					Total : 1,440.00	
192568	10/15/2024	006443	TOTAL EXTERMINATING INC. 103187		PW MNTHLY SRVC. @ FP (ANTS/BL	100.00
					PW MNTHLY SRVC. @ NYC (BLACK	98.00
					Total : 198.00	
192569	10/15/2024	002262	TRIANGLE SPORTS, INC 42977		RCS MEN'S SOFTBALL AWARDS	385.44
					RCS COED SOFTBALL AWARDS	403.78
					Total : 789.22	
192570	10/15/2024	005879	UNITED SITE SERVICES 114-13939246		PW SEWAGE TANK SRVC. @ FP	579.95
					RCS PORTABLE RESTROOM 9/27-1	159.10
					Total : 739.05	

Voucher List
CITY OF BELL GARDENS

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
192571	10/15/2024	003821 US ARMOR CORPORATION	47189 47684		PD SAFETY VEST-OFFICER M.TOR PD OUTER CARRIER VEST-SGT.A.J Total :	1,018.59 477.36 1,495.95
192572	10/15/2024	011032 VALDEZ, ROSEMARY	6830ELSELINDA-6		RCS RENTAL D.VARGAS 11/2024 Total :	456.60 456.60
192573	10/15/2024	006130 VERIZON WIRELESS	9974623565		PW MNTHLY SRVC. FEE FOR AUG: Total :	1,393.83 1,393.83
192574	10/15/2024	006130 VERIZON WIRELESS	9974237753		CD CELL SRVC: 08/20/24-09/19/24 Total :	208.03 208.03
192575	10/15/2024	010641 VESTIS SERVICES, LLC	2570311253 2570313317		RCS AQUATICS SRVCS. RCS AQUACTICS SRVCS. Total :	95.58 95.58 191.16
192576	10/15/2024	010072 VICTORIA, MIGUEL	8343EASTERN-5		RCS RENTAL MA GALINDO 11/2024 Total :	760.00 760.00
192577	10/15/2024	002380 VISION SERVICE PLAN	821419636		FA VISION INS.-OCT.2024 Total :	7,864.10 7,864.10
192578	10/15/2024	011191 VIVIANE GERARD-JACKSON	6632AJAX-1		RCS RENTAL A.ESTRADA 11/2024 Total :	537.20 537.20
192579	10/15/2024	009690 WEX BANK	100175148		FUEL ALL DEPTS. 9/7-10/6 Total :	33,208.29 33,208.29
192580	10/15/2024	002434 WILLIAMS SCOTSMAN INC.	9021947516 9021991282		PD CONTRACT SRVC. 09/19/24-10/ PD CONTRACT SRVCS. 09/25/24-1C Total :	78.28 187.20 265.48
192581	10/15/2024	009492 XPRESS WASH INC	19108		CD VEHICLE MAINT. 09/24 Total :	380.00 380.00
136 Vouchers for bank code : common						Bank total : 2,451,683.42

Voucher List
CITY OF BELL GARDENS

10/17/2024 11:51:51AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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136 Vouchers in this report

Total vouchers : 2,451,683.42



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 4.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance & Administrative Services
SUBJECT: **WARRANT REGISTER SUCCESSOR AGENCY**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the Successor Agency Members receive and file the warrant registers dated 10/01/2024, 10/08/2024 and 10/15/2024.

BACKGROUND/DISCUSSION:

The attached warrant registers are for 10/01/2024, 10/08/2024 and 10/15/2024. The warrant register reflects the obligation of the Successor Agency to the Community Development Commission (Successor Agency) for the above referenced date.

CONCLUSION:

If the recommendation to the Successor Agency Members is approved, then the warrant registers dated 10/01/2024, 10/08/2024 and 10/15/2024 will be received and filed.

FISCAL IMPACT:

Warrant register	10/01/2024	12962	\$742.50
		Total Voucher	\$742.50
Warrant Register	10/08/2024	12963	\$4,321.00
		Total Voucher	\$4,321.00
Warrant Register	10/15/2024	12964	\$1,496.25
		Total Voucher	\$1,496.25
		Grand Total Voucher	\$6,559.75

ATTACHMENTS:

EXHIBIT-1 WARRANT REGISTER

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

10/03/2024 10:22:19AM

Bank code : cdckkg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12962	10/1/2024	006334 TIERRA WEST ADVISORS, LLC	BG-0724A	05590	CD SA PROPERTIES	742.50
Total :						742.50
1 Vouchers for bank code : cdckkg						Bank total : 742.50
1 Vouchers in this report						Total vouchers : 742.50

Voucher List
CITY OF BELL GARDENS

10/10/2024 9:14:23AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12963	10/8/2024	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	25815		CD LEGAL-GENERAL 8/2024	4,321.00
Total :						4,321.00
1 Vouchers for bank code : cdccckg						4,321.00
1 Vouchers in this report						4,321.00

Voucher List
CITY OF BELL GARDENS

10/17/2024 10:13:22AM

Bank code : cdckkg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12964	10/15/2024	006334 TIERRA WEST ADVISORS, LLC	BG-0824A	05590	CD SA PROPERTIES	1,496.25
Total :						1,496.25
1 Vouchers for bank code : cdckkg						Bank total : 1,496.25
1 Vouchers in this report						Total vouchers : 1,496.25



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 5.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance and Administrative Services
Jules Tak, Accounting Manager
SUBJECT: **SEPTEMBER 2024 TREASURER'S REPORT**
DATE: October 28, 2024

RECOMMENDATION:

It is recommended that the City Council receive, approve, and file the September 2024 Treasurer's Report.

BACKGROUND/DISCUSSION:

The Treasurer's Report is a list of cash and investments held by the City as of September 30, 2024. Monthly reporting includes cash balances by fund and reconciled bank balances provided by Finance and Administrative Services.

CONCLUSION:

The September 30, 2024, Treasurer's Report has been presented to the City Council with a recommendation to receive, approve and file.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Treasurer's Report Sept 2024 FY 24-25

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
SEPTEMBER 30, 2024**

CITY CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET - 4823	BMO	\$ 11,665,230.57	1.00%
COMMON CHK - 9658	BMO	548,618.48	1.00%
PAYROLL - 4162	BMO	0.00	1.00%
LA CLEAR - 6488	BMO	397,639.01	1.00%
	TOTAL	\$ 12,611,488.06	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	MAT. DATE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,741,162.55	\$ 20,741,162.55	\$ 20,741,162.55	100.00%	N/A	1.772%
TOTAL	\$ 20,741,162.55	\$ 20,741,162.55	\$ 20,741,162.55	100.00%		

CITY TOTAL CASH AND INVESTMENT \$ 33,352,650.61

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CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
WATER REF.REV. BONDS SERIES 2004 Prin - 4002	380,000.00	\$ 380,000.00	\$ 380,000.00	0.000%
WATER REF.REV. BONDS SERIES 2004 Res - 4003	398,431.69	398,431.69	398,431.69	0.000%
WATER REF. REV. BONDS SERIES 2004 Rev - 4000	0.00	0.00	0.00	0.000%
WATER REF.REV. BONDS SERIES 2004 INT - 4001	9,215.00	9,215.00	9,215.00	0.000%
LEASE REV REF BONDS SERIES 2005 Res - 8005	437,838.45	437,838.45	437,838.45	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	1.14	1.14	1.14	0.000%
LEASE REV REF BONDS SERIES 2015A Res - 7003	421,167.82	421,167.82	421,167.82	
TOTAL	\$ 1,646,654.10	\$ 1,646,654.10	\$ 1,646,654.10	

CITY OF BELL GARDENS
 TREASURER'S REPORT FOR
 CASH, INVESTMENT PORTFOLIO,
 AND RESTRICTED BOND CASH
 SEPTEMBER 30, 2024

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET - 6703	BMO	\$ 747,979.20	1.00%
COMMON CHK - 2703	BMO	5.63	1.00%
	TOTAL	\$ 747,984.83	

SUCCESSOR to CDC INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 675,227.69	\$ 675,227.69	\$ 675,227.69	100.00%	N/A	1.772%
TOTAL	\$ 675,227.69	\$ 675,227.69	\$ 675,227.69	100.00%		

TOTAL CASH AND INVESTMENT **\$ 1,423,212.52**

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,028.30	615,028.30	615,028.30	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	1.64	1.64	1.64	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,094.89	1,110,094.89	1,110,094.89	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	2.17	2.17	2.17	0.00%
TOTAL	\$ 1,725,127.00	\$ 1,725,127.00	\$ 1,725,127.00	

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
FIN. AUTH. TRB REV A/C 2005 SERIES(A) - 8000	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR - 8002	185,000.00	185,000.00	185,000.00	
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR 1 - 8004	193,958.91	193,958.91	# 193,958.91	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) INT - 8001	52,312.50	52,312.50	52,312.50	
TOTAL	\$ 431,271.41	\$ 431,271.41	\$ 431,271.41	

CITY OF BELL GARDENS
 TREASURER'S REPORT FOR
 CASH, INVESTMENT PORTFOLIO,
 AND RESTRICTED BOND CASH
 SEPTEMBER 30, 2024

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
MARKET - 4823	BMO	\$ 14,152,716.93	\$ 3,539,685.42	\$ (6,027,171.78)	\$ 11,665,230.57	1.00%
COMMON CHK - 9658	BMO	1,216,574.05	4,844,449.31	(5,512,404.88)	548,618.48	1.00%
PAYROLL - 4162	BMO	0.00	1,131,945.40	(1,131,945.40)	0.00	1.00%
LA CLEAR - 6488	BMO	397,632.49	6.52	0.00	397,639.01	
TOTAL		\$ 15,766,923.47	\$ 9,516,086.65	\$ (12,671,522.06)	\$ 12,611,488.06	

CITY INVESTMENT

<u>ISSUER</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS/ PURCHASES</u>	<u>(-) WITHDRAWALS/ SALES/ MATURITIES (+)(-) CHANGES WITHIN FUNDS</u>	<u>ENDING BALANCE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,741,162.55	\$ 0.00	\$ 0.00	\$ 20,741,162.55	1.772%
TOTAL	\$ 20,741,162.55	\$ 0.00	\$ 0.00	\$ 20,741,162.55	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

<u>ACCOUNT NAME</u>	<u>BEGINNING BALANCE</u>	<u>+ INTEREST/ DEPOSITS/ PURCHASES</u>	<u>(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
WATER REF. REV. BONDS SERIES 2004-Pri - 4002	\$ 0.00	\$ 380,000.00	\$ 0.00	\$ 380,000.00	0.000%
WATER REF. REV. BONDS SERIES 2004-Rev - 4003	398,449.97	1.69	(19.97)	398,431.69	0.000%
WATER REF. REV. BONDS SERIES 2005 - 4000	0.01	389,195.01	(389,195.02)	0.00	0.000%
WATER REF. REV. BONDS SERIES 2004 INT - 4001	0.01	9,214.99	0.00	9,215.00	
LEASE REV REF BONDS SERIES 2005 Res - 8005	437,836.59	1.86	0.00	437,838.45	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	1.14	0.00	0.00	1.14	
LEASE REV REF BONDS SERIES 2015A Res - 7003	421,166.03	1.79	0.00	421,167.82	
TOTAL	\$ 1,257,453.75	\$ 778,415.34	\$ (389,214.99)	\$ 1,646,654.10	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
SEPTEMBER 30, 2024

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 6703	BMO	\$ 1,001,704.83	\$ 4,699.60	\$ (258,425.23)	\$ 747,979.20	1.00%
COMMON CHK - 2703	BMO	5.29	241,301.37	(241,301.03)	5.63	1.00%
		<u>\$ 1,001,710.12</u>	<u>\$ 246,000.97</u>	<u>\$ (499,726.26)</u>	<u>\$ 747,984.83</u>	

ISSUER	BEGINNING BALANCE	+ DEPOSITS PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 675,227.69	\$ 0.00	\$ 0.00	\$ 675,227.69	1.772%
TOTAL	<u>\$ 675,227.69</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 675,227.69</u>	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,025.69	2.61	0.00	615,028.30	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	1.64	0.00	0.00	1.64	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,090.18	4.71	0.00	1,110,094.89	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	2.17	0.00	0.00	2.17	0.00%
TOTAL	<u>\$ 1,725,120.39</u>	<u>\$ 7.32</u>	<u>\$ (0.71)</u>	<u>\$ 1,725,127.00</u>	

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
FIN. AUTH. TRB REV FUND 2005 SERIES A - 8000	\$ 0.06	\$ 237,312.40	\$ (237,312.46)	\$ 0.00	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR - 8002	0.00	185,000.00	0.00	185,000.00	
FIN. AUTH. TRB INT A/C 2005 SERIES A PR 1 - 8004	193,958.09	0.82	0.00	193,958.91	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) INT - 8001	0.04	52,312.46	0.00	52,312.50	
TOTAL	<u>\$ 193,958.19</u>	<u>\$ 474,625.68</u>	<u>\$ (237,312.46)</u>	<u>\$ 431,271.41</u>	

In compliance with California Government Code Section 53646, as the City Treasurer of City of Bell Gardens, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and Successor to CDC's expenditure requirements for the next six months, and that all investments are in compliance of the City's Statement of Investment Policy. I also certify that this report reflects all Government Agency pooled investments and all City's and Successor Agency to CDC's bank balances.

Manuel Carillo
City Treasurer

Sign:
Date:


10/15/24



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 6.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O’Kelly, City Manager
BY:	Manuel Carrillo, Director of Finance and Administrative Services Andrew Tse, Human Resources Manager Jules Tak, Accounting Manager
SUBJECT:	CONSIDERATION OF A RESOLUTION APPROVING SIDE LETTER AGREEMENTS WITH THE BELL GARDENS CITY EMPLOYEES ASSOCIATION, BELL GARDENS PUBLIC WORKS EMPLOYEES ASSOCIATION, AND THE BELL GARDENS PUBLIC WORKS SUPERVISORS ASSOCIATION FOR CLOSURE OF CITY HALL AND OTHER CITY FACILITIES FOR THE HOLIDAYS
DATE:	October 28, 2024

RECOMMENDATION:

It is staff’s recommendation that the City Council approve the attached Resolution, approving Side Letter agreements with Bell Gardens City Employees Association (BGCEA), the Bell Gardens Public Works Employees Association (BGPWEA), and the Bell Gardens Public Works Supervisors Association (BGPWSA) to close City Hall and other City facilities on Monday December 23, 2024, through Thursday December 26, 2024. Employees would be required to take approved leave time (i.e. vacation, compensatory) or unpaid time off for those hours not worked, for the dates of Monday, December 23, 2024; Tuesday, December 24, 2024, and Thursday, December 26, 2024. Wednesday, December 25, 2023, and Wednesday, January 1, 2025, will be observed as City holidays, per the current Memorandum of Understanding (MOU) with the respective employee associations. The City will be open for business on Monday, December 30, 2024, Tuesday, December 31, 2024, and Thursday, January 2, 2025.

BACKGROUND/DISCUSSION:

Over the last five years, the City has entered into Side Letter Agreements to close City Hall and other City Facilities during the Christmas holiday period. Management engaged in discussions with the employee associations to consider the closing of City Hall and other City Facilities on Monday December 23, 2024, through Thursday December 26, 2024. The employee associations were amenable to this, and management agreed to present this to the City Council. The understanding is that Monday, December 23, 2024; Tuesday, December 24, 2024; and Thursday, December 26, 2024, are not additional, approved holidays. Wednesday, December 25, 2024, and Wednesday, January 1, 2025, will be observed holidays.

While offices will be closed, employees will need to utilize their own personal leave time or unpaid time off for the following three (3) days – Day 1 – December 23rd, Day 2 – December 24th, Day 3 – December 26th. Upon assessing the impact on City services, both the City and the bargaining units have tentatively agreed, subject to City Council approval, that City Hall and other City facilities could close during this period.

The City will be open for business as usual on Monday, December 30, 2024, Tuesday, December 31, 2024, and Thursday, January 2, 2025. The projected costs avoided in future leave payouts is \$91,740. In addition, the City will also have savings on utility costs such as Heating, Ventilation and Air Conditioning (HVAC) operating costs.

BGCEA employees designated to work in the Police Department Police Field Services would operate as usual.

BGPWEA and BGPWSA employees working in certain operations who are needed for operational continuity would also operate on their typical schedules.

City operated or maintained facilities would operate under the schedule on Exhibit 3.

CONCLUSION:

If the Side Letter agreements with BGCEA, BGPWEA, and BGPWSA are approved, then:

a) City Hall, Public Works, and Parks and Recreation offices will be closed from Monday, December 23, 2024, through Thursday, December 26, 2024. However, BGPWEA and BGPWSA employees working in certain Public Works operations who are needed for operational continuity, BGCEA employees designated to work in the Police Department Police Field Services, and BGCEA employees working in certain Recreation and Community capacities would work their regular schedules.

b) BGCEA, BGPWEA, and BGPWSA members will use up to 30 hours of leave time during this period, and

c) the City will reduce its accrued leave liabilities by approximately \$91,740 in future leave payouts.

FISCAL IMPACT:

For the three (3) days that employees will be off, they will use approximately 30 hours of their own leave time that will avoid future City leave accrual payouts of \$91,740. There will also be additional cost savings by reduced energy use related to utilities and HVAC (Heating, Ventilation, Air Conditioning).

ATTACHMENTS:

- Exhibit 1 - Resolution No. 2024-85
- Exhibit 2 - Side Letter CEA
- Exhibit 3 - Side Letter PWEA
- Exhibit 4 - Side Letter PWSA
- Exhibit 5 - City Facility Closure Schedule

APPROVED ELECTRONICALLY BY:

- Michael B. O'Kelly, City Manager
- Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
- Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-85

A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING SIDE LETTER OF AGREEMENTS BY AND BETWEEN THE CITY OF BELL GARDENS AND THE BELL GARDENS CITY EMPLOYEES ASSOCIATION, THE BELL GARDENS PUBLIC WORKS EMPLOYEES ASSOCIATION, AND THE BELL GARDENS PUBLIC WORKS SUPERVISORS ASSOCIATION REGARDING 2024 CITY HALL HOLIDAY CLOSURES

WHEREAS, the City of Bell Gardens (“City”) and the Bell Gardens City Employees Association (“BGCEA”), the Bell Gardens Public Works Employees Association (BGPWEA), and the Bell Gardens Public Works Supervisors Association (BGPWSA) desire to enter into the Side Letter of Agreements (“Agreements”) memorializing agreements with respect to hours and other terms of employment with each respective association; and

WHEREAS, the Parties previously entered into a Memorandum of Understanding (MOU) with the term of June 1, 2023, through May 31, 2026; and

WHEREAS, the City has decided to close City Hall and other City facilities for the entirety of the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024; and Thursday, December 26, 2024; and

WHEREAS, this proposal recommends that the City permit employees to utilize their own accrued, approved leave time, inclusive of but not limited to vacation leave, administrative leave, compensatory time, and/or holiday hours for Monday, December 23, 2024; Tuesday, December 24, 2024; and Thursday, December 26, 2024 based on the employees’ regular work schedule. The City will be open for business on Monday, December 30, 2024, Tuesday, December 31, 2024, and Thursday, January 2, 2025. Wednesday, December 25, 2024, and Wednesday, January 1, 2025, will be observed as City holidays, per the BGCEA, BGPWEA, and BGPWSA Memorandum of Understanding (MOU); and

WHEREAS, this proposal would affect both represented City employees and non-represented employees, working at City Hall or other identified City facilities; and

WHEREAS, the City has completed the meet and confer process with union representatives for each bargaining unit, containing City employees affected by this proposal; and

WHEREAS, the Parties met and conferred in good faith on the effect on BGCEA, BGPWEA, and BGPWSA members of closing City Hall, Public Works office, Recreation Administrative Office, and other City facilities for the entirety of the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024; and Thursday, December 26, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council hereby finds that the above recitals are true and correct and incorporate them herein as findings.

SECTION 2. CLOSURE OF CITY HALL AND OTHER CITY FACILITIES. City Hall, Public Works, and Parks and Recreation offices will be closed from Monday, December 23, 2024, through Thursday, December 26, 2024.

SECTION 3. APPROVAL OF SIDE LETTER OF AGREEMENTS. The City Council approves the Side Letter of Agreements in substantially the same form as attached to the Agenda Report accompanying this Resolution. BGCEA, BGPWEA, and BGPWSA members will use up to 30 hours of leave time during this period.

SECTION 4. IMPLEMENTATION. The City Council further hereby authorizes the City Manager to execute any appropriate and necessary amendments, addendums, or other ancillary documents in connection with the Side Letter Agreements.

SECTION 5. TERM. This resolution is intended, and shall be enforced, to close City Hall and other City facilities for three specific days: December 23, 2024; December 24, 2024; and December 26, 2024, and shall not be interpreted or enforced so as to create an expectation that City Hall and/or other City facilities will be similarly closed in the future.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, and ADOPTED this 28th day of October 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2024-85** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on October 14, 2024, and was approved and passed by the following vote:

AYES: None
NOES: None
ABSTAIN: None
ABSENT: None

Daisy Gomez, City Clerk

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF BELL GARDENS
AND
THE BELL GARDENS CITY EMPLOYEES ASSOCIATION

This Side Letter of Agreement (“Agreement”) memorializes an agreement entered into between the City of Bell Gardens (“City”) and the Bell Gardens City Employees Association (“BGCEA”) (collectively “parties”) with respect to the following:

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) with the term of June 1, 2023, through May 31, 2026; and

WHEREAS, the Parties met and conferred in good faith on the effect of BGCEA members of closing City Hall and the Public Works office and other City facilities for the entirety of the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024; Thursday, and December 26, 2024.

NOW THEREFORE, the Parties agree as follows:

City Hall, Public Works office, and the Recreation Administrative Office shall be closed from Monday, December 23, 2024 to Thursday, December 26, 2023; the following days shall be unpaid holidays: Monday, December 23, 2024, Tuesday, December 24, 2023, and Thursday, December 26, 2024. Wednesday, December 25, 2024, and Wednesday, January 1, 2025, will be observed holidays, per the current Memorandum of Understanding (MOU).

BGCEA members who work at City Hall, the Public Works Office, or Parks and Recreation offices and do not work the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024, and Thursday, December 26, 2024, may use their accrued vacation, earned holiday, floating holiday or comp time to cover those days. If a member does not have any accrued comp time, vacation, earned holiday, or floating holiday, or does not wish to use accrued comp time, vacation, earned holiday, or floating holiday to cover those days, then the member shall not be paid on those days.

Any BGCEA members who work on December 23rd, 24th, 26th, shall not be paid a special holiday pay.

Otherwise, all other terms and conditions of employment remain unchanged as set forth in the 2023-2026 MOU for the balance of its terms expect as changed by subsequent written agreement between the parties.

FOR THE BGCEA AND CITY OF BELL GARDENS:



10|14|24

Evangelina Reyes

Date

BGCEA President



10/23/2024

Michael B. O'Kelly

Date

City Manager

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF BELL GARDENS
AND
THE BELL GARDENS PUBLIC WORKS EMPLOYEES ASSOCIATION

This Side Letter of Agreement (“Agreement”) memorializes an agreement entered into between the City of Bell Gardens (“City”) and the Bell Gardens Public Works Employees Association (“BGPWEA”) (collectively “parties”) with respect to the following:

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) with the term of June 1, 2023, through May 31, 2026; and

WHEREAS, the Parties met and conferred in good faith on the effect of BGPWEA members of closing City Hall and the Public Works office and other City facilities for the entirety of the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024; Thursday, and December 26, 2024.

NOW THEREFORE, the Parties agree as follows:

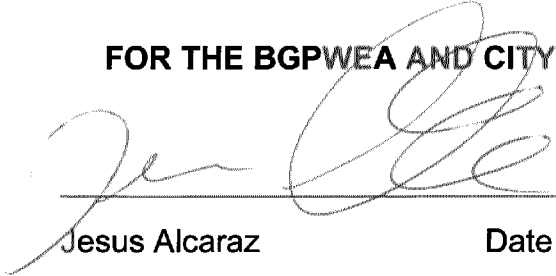
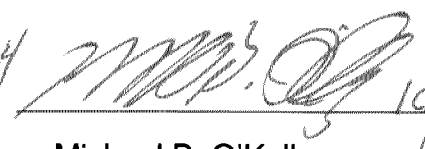
City Hall, Public Works office, and the Recreation Administrative Office shall be closed from Monday, December 23, 2024, to Thursday, December 26, 2024; the following days shall be unpaid holidays: Monday, December 23, 2024, Tuesday, December 24, 2024, and Thursday, December 26, 2024. Wednesday, December 25, 2024, and Wednesday, January 1, 2025, will be observed holidays, per the current Memorandum of Understanding (MOU).

BGPWEA members who work at City Hall, the Public Works Office, or Parks and Recreation offices and do not work the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024, and Thursday, December 26, 2024, may use their accrued vacation, earned holiday, floating holiday or comp time to cover those days. If a member does not have any accrued comp time, vacation, earned holiday, or floating holiday, or does not wish to use accrued comp time, vacation, earned holiday, or floating holiday to cover those days, then the member shall not be paid on those days.

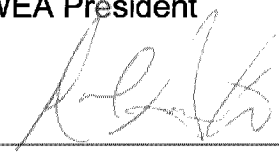
Any BGPWEA members who work on December 23rd, 24th, 26th, shall not be paid a special holiday pay.

Otherwise, all other terms and conditions of employment remain unchanged as set forth in the 2023-2026 MOU for the balance of its terms expect as changed by subsequent written agreement between the parties.


FOR THE BGPWEA AND CITY OF BELL GARDENS:

 10/15/24  10/23/2024

Jesus Alcaraz Date Michael B. O'Kelly Date
BGPWEA President City Manager

 10/14/24

Raul Silva Date
BGPWEA Representative

 10/15/24

Jorge Ramirez Date
BGPWEA Representative

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF BELL GARDENS
AND
THE BELL GARDENS PUBLIC WORKS SUPERVISORS ASSOCIATION

This Side Letter of Agreement (“Agreement”) memorializes an agreement entered into between the City of Bell Gardens (“City”) and the Bell Gardens Public Works Employees Association (“BGPWSA”) (collectively “parties”) with respect to the following:

WHEREAS, the Parties entered into a Memorandum of Understanding (MOU) with the term of June 1, 2023, through May 31, 2026; and

WHEREAS, the Parties met and conferred in good faith on the effect of BGPWSA members of closing City Hall and the Public Works office and other City facilities for the entirety of the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024; Thursday, and December 26, 2024.

NOW THEREFORE, the Parties agree as follows:


City Hall, Public Works office, and the Recreation Administrative Office shall be closed from Monday, December 23, 2024, to Thursday, December 26, 2023; the following days shall be unpaid holidays: Monday, December 23, 2024, Tuesday, December 24, 2023, and Thursday, December 26, 2024. Wednesday, December 25, 2024, and Wednesday, January 1, 2025, will be observed holidays, per the current Memorandum of Understanding (MOU).

BGPWSA members who work at City Hall, the Public Works Office, or Parks and Recreation offices and do not work the calendar days of Monday, December 23, 2024; Tuesday, December 24, 2024, and Thursday, December 26, 2024, may use their accrued vacation, earned holiday, floating holiday or comp time to cover those days. If a member does not have any accrued comp time, vacation, earned holiday, or floating holiday, or does not wish to use accrued comp time, vacation, earned holiday, or floating holiday to cover those days, then the member shall not be paid on those days.

Any BGPWSA members who work on December 23rd, 24th, 26th, shall not be paid a special holiday pay.

Otherwise, all other terms and conditions of employment remain unchanged as set forth in the 2023-2026 MOU for the balance of its terms expect as changed by subsequent written agreement between the parties.


FOR THE BGPWSA AND CITY OF BELL GARDENS:

 10/15/24

Alfredo Onate

Date

BGPWSA

 10/23/2024

Michael B. O'Kelly

Date

City Manager

 10/22/24

Rick Moreno

Date

BGPWSA

City Operated or Maintained Facilities Schedule

FACILITY	ADDRESS	MONDAY, December 23, 2024	TUESDAY, December 24, 2024	WEDNESDAY, December 25, 2024	THURSDAY, December 26, 2024	FRIDAY, December 27, 2023	MONDAY, December 30, 2024	TUESDAY, December 31, 2024
City Hall Building	7100 Garfield Ave.	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	OPEN	OPEN
Community Family Service Center	6662 Loveland St.	Limited Access	Limited Access	Limited Access	Limited Access	Limited Access	OPEN	OPEN
Darwell Park	6863 Darwell Ave.	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed
Ford Park - Adult Sports Office	8000 Park Lane	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	OPEN	OPEN
Ford Park - Fields	8000 Park Lane	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
Ford Park - Parks and Recreation Offices	8000 Park Lane	CLOSED	SUPPER PROGRAM FACILITATION ONLY	SUPPER PROGRAM FACILITATION ONLY	SUPPER PROGRAM FACILITATION ONLY	SUPPER PROGRAM FACILITATION ONLY	OPEN	OPEN
Gallant Park	5978 Gallant St.	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed
Golf Course	8000 Park Lane	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
Hannon Park	6902 Hannon St.	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed
Julia Russ Asmus Park	8321 Jaboneria Rd.	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed
Bell Gardens - LA County Library	7110 Garfield Ave.	OPEN	OPEN	CLOSED	OPEN	OPEN	OPEN	OPEN
Marlow Park	6640 Marlow Ave.	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed
Marlow Park Annex	6626 Marlow Ave.	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed	OPEN - Not City Staffed
Neighborhood Youth Center	7117 El Selinda Ave.	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	OPEN	OPEN
Public Works Department Offices	8327 Garfield Ave.	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	OPEN	OPEN
Parks and Recreation Offices at Veteran's Park	6662 Loveland St.	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	OPEN	OPEN
Senior Center	6722 Clara St.	Limited Access	Limited Access	Limited Access	Limited Access	Limited Access	OPEN	OPEN
Sierra Building	6423 Florence Pl.	OPEN	OPEN	CLOSED	CLOSED	OPEN	OPEN	OPEN
Skate Park	6645 Florence Pl.	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

**AGENDA REPORT
Item 7.**

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Gustavo J. Romo, Deputy City Manager / Director of Community Development
SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO. 951 TO REGULATE ELECTRONIC DISPLAYS**
DATE: October 28, 2024

RECOMMENDATION:

It is the staff's recommendation that the City Council waive full reading and adopt Ordinance No. 951 to amend Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code to regulate certain electronic display signs on dispensing pumps.

BACKGROUND/DISCUSSION:

On October 14, 2024, the City Council waived full reading and introduced Ordinance No. 951, by title only, to amend Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code to add regulations for certain electronic display signs with a vote of 4-0.

CONCLUSION:

If approved, Ordinance No. 951 would become effective 30 calendar days after adoption. Ordinance No. 951 would amend Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code to add designs standards to regulate the review and issuance of permits for certain electronic displays built into automobile service station gasoline pumps, electric vehicle charging stations and similar facilities within commercial, industrial, and mixed-use zones. If adopted, this ordinance would modernize the City's infrastructure while supporting harmony with its aesthetic and economic goals. Staff recommends that the City Council waive full reading and adopt Ordinance No. 951.

FISCAL IMPACT:

None. If Ordinance No. 951 is adopted, future implementation of the provisions for electronic displays identified would be carried out in the existing entitlement application processes for which fees are already associated to achieve partial staff cost recovery. Applicants would be responsible for the costs associated with processing of proposed projects.

ATTACHMENTS:

Exhibit 1- Ordinance No. 951

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

ORDINANCE NO. 951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, AMENDING CHAPTER 9.04 (DEFINITIONS) AND CHAPTER 9.40 (SIGNS) OF TITLE 9 (ZONING AND PLANNING REGULATIONS) OF THE BELL GARDENS MUNICIPAL CODE TO REGULATE ELECTRONIC DISPLAY SIGNS

WHEREAS, the City of Bell Gardens (City) is a general law city, incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, Ordinance No. 951 would establish regulations for electronic display signs on fuel and electricity dispensing pumps for motor vehicles and for electric vehicles, encouraging and facilitating mobility citywide to support Policy M 5.4; and

WHEREAS, the General Plan's Land Use Element Policy 3 highlights the City's desired obligation to support compatible commercial development to emphasize commercial identity and to enhance the appearance, potential economic vitality, and revitalization; and

WHEREAS, Ordinance No. 951 sets design standards for vehicle fueling, refueling, and charging equipment and stations that include advertising features, helping to safeguard the economic vitality of existing businesses by allowing them to legally advertise their goods and services, generating additional revenue and supporting the local economy, making the ordinance consistent with Policy 3; and

WHEREAS, the General Plan's Land Use Element Policy 5 acknowledges the City's support of providing an environment to stimulate local employment, property values, community stability, and the economic vitality of existing local businesses; and

WHEREAS, Ordinance No. 951 would support environmental stimulation goals by regulating electronic displays with advertising capabilities, benefiting both private and local economic interests, encouraging residents and visitors to frequent local businesses, thereby promoting shopping and local business patronage making it consistent with Policy 5; and

WHEREAS, the City finds it necessary to amend the Bell Gardens Municipal Code to enact provisions that regulate electronic display signs on fuel and electricity dispensing pump equipment; and

WHEREAS, during a regularly scheduled meeting on September 18, 2024, the Planning Commission adopted Planning Commission Resolution #2024-020 recommending that the City Council adopt Ordinance No 951; and

WHEREAS, a public hearing notice for Ordinance No. 951 was posted at City Hall, John Anson Ford Park, Veterans Park, the Department of Public Works, and published in the Daily Journal Corporation responsible for the Bell Gardens newspaper on September 5, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings and Purpose. In adopting this Ordinance, the City Council finds and declares as follows:

- i. The above recitals are true, correct, and incorporated.
- ii. Ordinance No. 951 serves the public health, safety, and welfare of the residents within the City while balancing the benefits of modern advertising technologies, as a matter of local environmental concern, by regulating electronic display location restrictions, light pollution control, content, maintenance, and safety mechanisms, among other things.
- iii. Ordinance No. 951 is consistent with the City's General Plan.
- iv. Ordinance No. 951, amending the City of Bell Gardens Municipal Code, presents no reasonably foreseeable risk to public health and safety.

SECTION 2. Section 9.04.040 ("D" definitions) of Chapter 9.04, (Definitions) of Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code, is amended to add the following definitions (underlining denotes additions):

"Dispensing pump" shall mean a structure from which electricity is dispensed to charge an electric vehicle or from which gasoline, diesel or other fuel is dispensed to motor vehicles.

"Dispensing pump electronic display sign" shall mean an electronic display sign permanently installed on a dispensing pump and that may be used to advertise or promote a service, product, business, event, or similar matter.

SECTION 3. Section 9.04.050 ("E" definitions) of Chapter 9.04, (Definitions) of Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code, is amended to add the following definition:

“Electric vehicle charging station” or “charging station” shall mean any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

SECTION 4. Section 9.40.040 (Permanent on-site signs matrix), Sub-matrix B (Commercial and Industrial Zones) of Chapter 9.40 (Signs) of Title 9 (Zoning and Planning Regulations) of the Bell Gardens Municipal Code, is amended to add the following:

5. Dispensing Pump Electronic Display Sign	
a. Number of Displays	<u>One double sided electronic display maximum for each equipment</u>
b. Size	<u>Electronic display shall not exceed 55 inches in size measured diagonally.</u>
c. Electronic Display Requirements	<u>Shall be limited to: (i) static displays; (ii) messages that appear or disappear from the display through dissolve, fade, travel or scroll modes; or (iii) similar transitions and frame effects that have text, animated graphics or images that appear to move or change in size or be revealed sequentially rather than all at once. Each message on the sign shall be displayed for a minimum period of 10 seconds.</u>
d. Illumination	<u>(i) No flashing, blinking, rotating, or hazardous lighting shall be permitted, and the direction and intensity of all lighting shall not be such as to cause a nuisance or traffic hazard. Signs must be equipped with automatic dimming technology to adjust the brightness of the sign relative to ambient light for both the daytime and nighttime conditions.</u> <u>(ii) Electronic display signs shall not operate at brightness levels of more than 0.3 foot-candles above ambient light, as measured using a foot-candle meter. Light measurements shall be taken with the meter aimed directly at the sign message face, or at the area of the sign emitting the brightest light if that area is not the sign message face and shall be measured at a distance of one hundred feet from the sign area being measured.</u>
e. Audio	<u>No equipment shall include any audio message.</u>
f. Advertisement	<u>Advertisements or messages displayed, with the exception of public safety and city announcements, shall be limited to those advertisements or messages for a business conducted, product, services available or rendered, goods produced, sold, or event directly associated with the property on which the sign is located.</u>

SECTION 5. The City Council determines that Ordinance No. 951 has been assessed in accordance with the California Environmental Quality Act (CEQA) (Pub. Res. Code § 21000 et seq.) and CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.). The City Council determines that the Project is categorically exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because such displays will not exceed a certain size, must follow certain illumination and advertising requirements, and the use is ancillary to fueling and charging stations such that there is no possibility that this action may have a significant effect upon the environment.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance 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 remaining

portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law, which shall take full force and effect 30 days from its adoption.

PASSED, APPROVED and ADOPTED this 28th day of October 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Ordinance No. 951** was introduced and placed upon its first reading at a regular meeting of the Bell Gardens City Council held on **October 14, 2024** and that thereafter said Ordinance was duly adopted at a regular meeting of the Bell Gardens City Council held on Monday, **October 28, 2024** and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez, City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 8.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Gustavo J. Romo, Deputy City Manager/Community Development Director
SUBJECT:	CONSIDERATION OF FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH NORRIS REALTY ADVISORS FOR APPRAISAL SERVICES PERTAINING TO THE CITY'S RENT STABILIZATION AND TENANT EVICTION PROTECTIONS ORDINANCE
DATE:	October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution; and
2. Authorize the City Manager to execute a First Amendment to the Professional Services Agreement between the City of Bell Gardens and Norris Realty Advisors.

BACKGROUND/DISCUSSION:

The City's Housing Division, which is a part of the Community Development Department, was created following the adoption of the City's Rent Stabilization and Tenant Eviction Protections Ordinance in October of 2022 (i.e., Ordinance No. 925 consisting of Chapter 5.62 "Rent Stabilization" and Chapter 5.63 "Tenant Eviction Protections" of the Bell Gardens Municipal Code). The Housing Division is responsible for ensuring property owner and tenant compliance with Ordinance No. 925 and is authorized to take appropriate steps to administer and enforce the Ordinance.

On October 6, 2023, the City of Bell Gardens received a petition for a rent adjustment. To properly evaluate the petition, the City required an appraisal to determine the fair market rent of the homes located at the site. Pursuant to Bell Gardens Municipal Code Section 3.04.090, on July 15, 2024, the City Manager executed a Professional Services Agreement with Norris Realty Advisors in the amount of \$7,000. However, additional time sensitive work was required in order to finalize the appraisal in the amount of \$4,000. Since the amendment will exceed the City Manager's authorized amount by \$1,000 for a total of \$11,000, the Professional Services Agreement requires City Council approval.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(3), the Agreement is categorically exempt because it is not considered a project. Professional Services Agreements are considered organizational or administrative government activities that result in no direct or indirect physical changes to the environment.

CONCLUSION:

It is recommended that the City Council approve the attached First Amendment to the Professional Services Agreement between the City of Bell Gardens and Norris Realty Advisors. Parties now wish to increase the Not-to-

Exceed sum from \$7,000 to \$11,000.

FISCAL IMPACT:

Funds to cover these services have been budgeted for FY 2024-2025.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-86

Exhibit 2 – First Amendment to Professional Services Agreement

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING AND AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND NORRIS REALTY ADVISORS

WHEREAS, pursuant to Section 3.04.090, on July 15, 2024, the City of Bell Gardens (“City”) and Norris Realty Advisors (“Norris Realty”) executed and entered into the Master Agreement for Consultant to provide the City with an appraisal to determine the fair market rent of the homes located at the Mobile Home Park Community located at 8422 Garfield Avenue, Bell Gardens, CA 90201; and

WHEREAS, Norris Realty requires additional compensation for the completion of additional time-sensitive work product; and

WHEREAS, the City now desires to amend the existing Professional Services Agreement to increase the not-to-exceed sum of Seven Thousand Dollars (\$7,000) by an additional Four Thousand Dollars (\$4,000) for a new total not-to-exceed sum of Eleven Thousand Dollars (\$11,000) to cover the cost of the additional time-sensitive work required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2. Based upon the above recitals, the staff report accompanying this Resolution, and such other oral and written evidence, the Bell Gardens City Council approves a First Amendment to the Professional Services Agreement by and between the City and Norris Realty Advisors.

SECTION 3. The City Council further authorizes and directs the City Manager to execute the First Amendment and take all actions necessary and appropriate to implement and effectuate the intent of the City Council as set forth in this Resolution.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

[Signatures on the following page]

PASSED, APPROVED and ADOPTED this 28th day of October 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

Resolution No. 2024-86

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

2024

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Appraisal for Fair Market Rent of Homesites)

(Parties: City of Bell Gardens and Norris Realty Advisors)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement" and dated July 15, 2024 (hereinafter, "Master Agreement"), is hereby made and entered into this ____ day of _____, 2024 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and NORRIS REALTY ADVISORS (hereinafter, "Consultant"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, pursuant to Section 3.04.090, on July 15, 2024, the Parties executed and entered into the Master Agreement for Consultant to provide the City with an appraisal to determine the fair market rent of the homes located at the Mobile Home Park Community located at 8422 Garfield Avenue, Bell Gardens, CA 90201; and

WHEREAS, the Master Agreement is attached and incorporated hereto **as Exhibit "A"**; and

WHEREAS, pursuant to the terms of the Master Agreement, the Consultant was to complete the required Work for a not-to-exceed sum of Seven Thousand Dollars (\$7,000); and

WHEREAS, upon commencing Work, the Parties determined that additional time-sensitive Work was required; and

WHEREAS, the Parties wish to amend the not-to-exceed sum of Seven Thousand Dollars (\$7,000) by an additional Four Thousand Dollars (\$4,000) for a new total not-to-exceed sum of Eleven Thousand Dollars (\$11,000) to cover the cost of the additional time-sensitive Work required; and

WHEREAS, the execution of this First Amendment was approved by the Bell Gardens City Council at its Regular Meeting.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 1.3 (COMPENSATION) of the Master Agreement is hereby amended to increase the total Not-to-Exceed Sum of **SEVEN THOUSAND DOLLARS (\$7,000)** by **FOUR THOUSAND DOLLARS (\$4,000)** for a new Not-to-Exceed Sum of **ELEVEN THOUSAND DOLLARS (\$11,000)**.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 6.19 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, and no further.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed on the day and year first appearing above.

CITY:

CITY OF BELL GARDENS

By: _____
Michael B. O'Kelly, City Manager

Date: _____

CONSULTANT:

NORRIS REALTY ADVISORS

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

EXHIBIT "A"
MASTER AGREEMENT

2024
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Appraisal for Fair Market Rent of Homesites)
(Parties: Norris Realty Advisors and City of Bell Gardens)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 15th day of July 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and NORRIS REALTY ADVISORS (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires an appraisal to determine the fair market rent of the homes located at the Mobile Home Park Community located at 8422 Garfield Avenue, Bell Gardens, CA 90201; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, this Agreement was approved by the City Manager pursuant to his authority under Section 3.04.090 of the Bell Gardens Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Proposal for Appraisal Services" dated July 1, 2024 (hereinafter, the "CONSULTANT Proposal"), which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental, and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work within thirty-five (35) days of the Effective Date (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with CONSULTANT PROPOSAL. The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **SEVEN THOUAND DOLLARS (\$7,000)** (hereinafter, the "Not-to-Exceed Sum"), during the prosecution of this Agreement unless such added expenditures are first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY's approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Gustavo Romo, Deputy City Manager/Director of Community Development (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Steven R. Norris, MAI, CRE, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Work within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Work. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties

acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATE: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments

and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance

coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other

cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's Work are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the City Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this

Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C), below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a

breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT will cure the Event of Default within the following time periods:

- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(ii) that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this

Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Norris Realty Advisors
101 East Green Street, Suite 9
Pasadena, CA 91104
Attn: Steven R. Norris, MAI, CRE
Phone: 626-406-9922

5

CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: Gustavo Romo, Deputy City
Manager/Director of Community
Development
Phone: 562-806-7724

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, the venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments,

modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

NORRIS REALTY ADVISORS:

By: 

By: 

Name: MICHAEL B. O'REILLY

Name: SEVEN R. NORRIS

Title: CITY MANAGER

Title: PRESIDENT

Date: 7/17/2024

Date: 7/3/2024

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

NORRIS REALTY ADVISORS:

By: _____

By: SRJ

Name: _____

Name: SEVEN R. NORRIS

Title: _____

Title: PRESIDENT

Date: _____

Date: 7/3/2024

APPROVED AS TO FORM:

By: Stephanie Vasquez
Stephanie Vasquez, City Attorney

EXHIBIT "A"
CONSULTANT PROPOSAL

NORRIS REALTY ADVISORS

REAL ESTATE APPRAISERS & CONSULTANTS

101 EAST GREEN STREET, SUITE 9

PASADENA, CA 91105

STEVEN R. NORRIS, MAI, CRE
steve@norrissadvisors.com

TELEPHONE: (626) 405-9922
FACSIMILE: (626) 405-0822

July 1, 2024

Veronica Jaramillo
City of Bell Gardens | Community Development Department
7100 Garfield Avenue
Bell Gardens, CA 90201

Dear Veronica:

Norris Realty Advisors appreciates having the opportunity to submit this proposal to provide appraisal services regarding the properties described in the following contract. Per your request, the following agreement has been produced to outline the nature of the work to be performed.

PARTIES

City of Bell Gardens | Community Development Department ("CLIENT"), having a place of business at 7100 Garfield Avenue, Bell Gardens, CA 90201; and Norris Realty Advisors, having a place of business at 101 E. Green Street, Suite 9, Pasadena, CA, 91105 ("APPRAISER").

IDENTIFICATION OF THE PROPERTY(IES)

8422 Garfield Avenue, Bell Gardens, California
{a 31 homesite Mobile Home Park Community}

PURPOSE OF THE ASSIGNMENT

The purpose of our assignment will be to determine the fair market rent of the homesites within the subject property.

INTENDED USER(S)

The intended user(s) of this assignment are City of Bell Gardens | Community Development Department.

FUNCTION OF THE ASSIGNMENT

The function of the reports is to serve as an aid in the determination of market rent for the internal purposes of the City of Bell Gardens.

STANDARDS OF PERFORMANCE

APPRAISER agrees to exercise independent judgment and to complete the assignment in compliance with the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, of which Steven R. Norris holds the MAI designation. APPRAISER may rely on information provided by CLIENT concerning the physical characteristics, such as size, of the subject property and improvements. APPRAISER agrees to take no other employment inconsistent with this assignment.

By accepting and executing this agreement the CLIENT understands and agrees that no warranties, guarantees or assurances of any kind are expressed or implied, except with respect to APPRAISER's sole negligence. CLIENT waives any claim against APPRAISER arising in connection with this assignment except for the sole negligence or willful misconduct of APPRAISER. Upon notice by APPRAISER, the CLIENT further agrees to defend, indemnify and hold harmless the APPRAISER against any claim, demand or loss arising in connection with this assignment, unless such claim arose from the sole negligence or willful misconduct of APPRAISER. CLIENT will provide the APPRAISER with any necessary or appropriate written waivers and undertake such other actions necessary to give effect to this agreement. The appraisal report is subject to the assumptions and limiting conditions made a part hereto.

The data gathered in the appraisal process (except data furnished by CLIENT) and the appraisal report prepared pursuant to this agreement will remain the property of the APPRAISER. No one other than the CLIENT may rely upon or utilize the appraisal report without APPRAISER's expressed written consent. CLIENT agrees that the appraisal report to be prepared pursuant to this agreement shall be privileged and shall not be quoted or referred to in any report or financial statement of CLIENT without the prior written consent of the APPRAISER.

COMPLETION DATE

APPRAISER will provide the findings for each property via a narrative report format. The reports for the subject property will be due approximately 35 days following your authorization to proceed. APPRAISER agrees to use its best efforts to complete the assignment within this time period. CLIENT recognizes that the time period is the best estimate of APPRAISER and is not a guarantee.

FEES & EXPENSES

CLIENT agrees to pay APPRAISER, as compensation for professional services, a fee of \$7,000. The total fee is inclusive of reimbursement for all out of pocket expenses. Your return of a signed copy of this letter will act as our authorization to proceed on this assignment. The fee will be payable upon delivery of the completed reports. Should, for any reason, the CLIENT wish to terminate the assignment, the CLIENT will be billed for time and expenses incurred.

DELINQUENCY CHARGE

In the event of nonpayment, CLIENT shall pay all expenses of collection, including but not limited to, reasonable court costs and attorney's fees. CLIENT agrees that the venue of any legal action shall be Pasadena, California, and that this agreement shall be governed by the laws of the State of California.

TESTIMONY OR COURT ATTENDANCE

The above fee does not include testimony or attendance at any court or administrative proceeding, deposition, arbitration meeting, or hearing. In the event CLIENT or its agent or attorney, or the court requests such judicial or administrative hearing attendance, CLIENT agrees to compensate APPRAISER for services in connection with time spent in updating the appraisal or for any other reason, preparing for such hearing or trial, judicial or administrative hearing appearances, related travel time to and from APPRAISER's office to the place of such conference or hearing and time spent waiting to testify at APPRAISER's hourly rate of \$450.00, with a minimum additional fee of \$3,000.

DISCLOSURE

Neither all nor any part of the contents of the appraisal report, the identity of the APPRAISER, reference to The Appraisal Institute, or the MAI designation shall be disseminated to the public through advertising or sales media, without the written consent of the APPRAISER.

In the course of our work it is very likely that we will encounter conflicting information. APPRAISER will utilize that information deemed to be the most accurate, and will make every effort to document the source. This information may include, but is not limited to, legal descriptions, physical street addresses, ownership histories, assessor's parcel numbers, tax information, dimensions and areas of both the land and improvements, unit counts, rentable and gross building areas, rent rolls, lease documents, lease abstracts, historic and current income and expense information, and any other related real estate or appraisal-oriented data. Any discrepancy or difference and/or error in any of the above data could have an impact on the conclusions reached in our work. Therefore, APPRAISER reserves the right to amend the conclusions reported if made aware of any such discrepancy and/or error.

Respectfully submitted,
NORRIS REALTY ADVISORS

A handwritten signature in black ink, appearing to read "S. Norris", written in a cursive style.

Steven R. Norris, MAI, CRE



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 9.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Gustavo J. Romo, Deputy City Manager/Community Development Director
SUBJECT: **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN RICHARDS, WATSON & GERSHON AND THE CITY OF BELL GARDENS FOR THIRD-PARTY HOUSING ADVISORY SERVICES PERTAINING TO THE CITY'S RENT STABLIZATION AND TENANT EVICTION PROTECTIONS ORDINANCE**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution approving a Professional Services Agreement with Richards, Watson & Gershon for third-party housing advisory services pertaining to the City's Rent Stabilization and Tenant Eviction Protections Ordinance.

BACKGROUND/DISCUSSION:

The City's Housing Division, which is a part of the Community Development Department, was created following the adoption of the City's Rent Stabilization and Tenant Eviction Protections Ordinance in October of 2022 (i.e., Ordinance No. 925 consisting of Chapter 5.62 "Rent Stabilization" and Chapter 5.63 "Tenant Eviction Protections" of the Bell Gardens Municipal Code). The Housing Division is responsible for ensuring property owner and tenant compliance with Ordinance No. 925 and is authorized to take appropriate steps to administer and enforce the ordinance. However, a separate objective third-party advisor is needed whenever a challenge to Ordinance No. 925 is made. This third-party advisor determines whether the challenging party is correct or in violation of the ordinance. If the determination is challenged further, the City's Hearing Officer, which is also an outside third-party, makes the final determination. The Hearing Officer is separate from the Housing Advisor and under their own professional services agreement (currently Silver & Wright Law Firm under the City Manager's authority).

Staff prepared and released a Request for Proposals (RFP) for an objective third-party Housing Advisory Services focused on rent stabilization and tenant protections on July 3, 2024, with a deadline of July 29, 2024. Possibly due to the specialized nature of the services and limited hourly rates requested, only two firms showed interest in submitting proposals. However, at the end, only one firm submitted a proposal.

The RFP's primary objective was to receive proposals from qualified law firms to provide as-needed objective third-party assessment and analysis of challenges made by any party dissatisfied with City staff's determinations and interpretation of Ordinance No. 925. Specifically, the RFP requested the following scope of services:

1. Consultant to serve as the City's neutral third-party advisor for the Rent Stabilization and Tenant Eviction Protections Ordinance.
2. Consultant to assist the City with an objective review of any challenges made in writing by any party dissatisfied with City staff's decisions on the RSTEP Ordinance applications as well as any requested appearances before the City's Hearing Officer (Note: Representation will not include litigation).
3. Consultant to take direction from City staff as well as Olivarez Madruga Law Organization, LLP (OMLO), the

City's primary counsel, when requested by staff.

EVALUATION OF CONSULTANT PROPOSALS

Staff received one proposal in response to the RFP. Staff reviewed the proposal and found it qualified to provide the requested services. Therefore, staff is recommending the selection of Richards, Watson & Gershon based on their experience, qualifications, cost, and previous experience with rent control and stabilization, tenant protection provisions and mobilehome properties. If approved the term of the Professional Services Agreement would be for one (1) year with the option of two (2), one (1)-year extensions.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15060(c)(3), the Professional Services Agreement is categorically exempt because it is not considered a project. Professional Services Agreements are considered organizational or administrative government activities that result in no direct or indirect physical changes to the environment.

CONCLUSION:

It is recommended that the City Council adopt the attached Resolution approving a Professional Services Agreement with Richards, Watson & Gershon for third-party housing advisory services pertaining to the City's Rent Stabilization and Tenant Eviction Protections Ordinance.

FISCAL IMPACT:

The advisory services to be provided are based on an hourly rate of \$285 with a not-to-exceed amount of \$100,000. Funds to pay for these services were approved as part of the City's Adopted FY 2024-2025 Budget.

ATTACHMENTS:

- Exhibit 1 - Resolution No. 2024-87
- Exhibit 2 – Professional Services Agreement

APPROVED ELECTRONICALLY BY:

- Michael B. O'Kelly, City Manager
- Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
- Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RICHARDS, WATSON & GERSHON FOR HOUSING ADVISORY SERVICES PERTAINING TO THE CITY'S RENT STABILIZATION AND TENANT EVICTION PROTECTIONS ORDINANCE

WHEREAS, the City of Bell Gardens ("City") requires consulting services with Richards, Watson & Gershon ("RWG") for unbiased third-party Housing Advisory Services pertaining to the City's Rent Stabilization and Tenant Eviction Protections ordinance; and

WHEREAS, the City has undergone a Request for Proposals ("RFP") process in accordance with the City's Purchasing Policies and State Law; and

WHEREAS, RWG represents that it is fully qualified to perform such professional services by virtue of its experience, training, education, and expertise; and

WHEREAS, the City believes that RWG is qualified to assist the City with the required services; and

WHEREAS, the City desires to enter into a Professional Services Agreement with RWG based on an hourly rate of \$285 with an annual not-to-exceed amount of \$100,000, with the acknowledgement that funds to pay for these services were approved as part of the City's Adopted FY 2024-2025 Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. The City Council finds that the City has complied with its local purchasing policy through the issuance of a Request for Proposals.

SECTION 3. The City Council hereby approves a Professional Services Agreement with Richards, Watson & Gershon, for unbiased third-party Housing Advisory Services based on an hourly rate of \$285 with a not-to-exceed amount of \$100,000.

SECTION 4. The City Council further authorizes the City Manager to execute the Professional Services Agreement with Richards, Watson & Gershon, consistent with this Resolution along with any ancillary documents necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution, enter it into the book of original Resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED AND ADOPTED this 28th day of October 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

Resolution No. 2024-87

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

2024
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Rent Stabilization & Tenant Eviction Protections Ordinance Advisory
Services)
(Parties: Richards, Watson & Gershon and City of Bell Gardens)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and RICHARDS, WATSON & GERSHON (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires as-needed advisory consulting services on the City's Rent Stabilization and Tenant Eviction Protections ("RSTEP") Ordinance and provide an objective review by any dissatisfied party; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of One (1) year commencing as of the Effective Date of this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term of the Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of two (2) one-year extensions, provided the City Manager issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for Rent Stabilization & Tenant Eviction Protections Ordinance Advisory Services" (hereinafter,

“CITY RFP”) dated July 3, 2024, and the written proposal of CONSULTANT entitled “City of Bell Gardens Proposal for Rent Stabilization & Tenant Eviction Protections Ordinance Advisory Services” (hereinafter, the “CONSULTANT PROPOSAL”) dated July 29, 2024. The CITY RFP and the CONSULTANT PROPOSAL are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific as-needed services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a “Task Order”). The standard Task Order form will be provided by the City Representative and shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall perform no as-needed work under this Agreement without a signed Task Order provided by the City Representative, containing the information set forth in Section 1.3 (A), above.

- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONSULTANT shall begin and complete performance of the Work in a timely and a diligently manner as possible.
- 1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the “Updated Proposal for Rent Stabilization & Tenant Eviction Protections Ordinance Advisory Services” (hereinafter, the “FEE SCHEDULE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed an hourly fee of **TWO HUNDRED EIGHTY-FIVE DOLLARS (\$285) per hour, for all attorneys**, for a total budgeted annual aggregate sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** (hereinafter, the “Annual Not-to-Exceed Sum”), during the Term of this Agreement unless such added expenditures are first approved by the City Council. In the event CONSULTANT’s charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT’s performance pending CITY’s approval of any anticipated expenditures in excess of the Annual Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement. CONSULTANT shall have no obligation to perform any services after the Annual Not-to-Exceed Sum is reached unless an amendment is first approved by the City Council.
- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including any applicable Task Order services and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT’s compensation is a function of hours worked by CONSULTANT’s personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the

undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Stephanie Vasquez, City Attorney and Gustavo J. Romo, Deputy City Manager/Director of Community Development (hereinafter, the "City Representatives") to act as its representatives for the performance of this Agreement. The City Representatives or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Amy Greyson, Senior Attorney, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Work within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as

required by the Agreement, and subject to the approval of the CITY's authorized representative;

- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Work. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATE: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat

to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations,

products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least of One Million Dollars (\$1,000,000.00)).
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 3.2 WAIVER OF SUBROGATION: Consultant shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.
- 3.3 REQUIRED CARRIER RATING: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. Any insurance or self-insurance maintained by CITY will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss other than errors and omissions insurance coverage. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees agents and volunteers except as to claims, occurrences or matters that would be subject to errors and omissions insurance. CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with specimen copies or copies where confidential, trade secret, client confidential information, and similar information is redacted.

- 3.6 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.7 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost to the extent caused by CONSULTANT's negligence, recklessness or willful misconduct in the performance of this Agreement. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's Work are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold

harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature to the extent caused by CONSULTANT's negligence, recklessness or willful misconduct in CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. CONSULTANT's obligation to indemnify, hold harmless or defend hereunder shall not apply to the extent loss or damage is caused by the sole negligence or willful misconduct of the CITY.

- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the City Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving fifteen (15) day written notice of CITY's intent to terminate this Agreement, which notice shall specify the effective date of such termination. CONSULTANT may terminate this Agreement at any time for convenience and without cause by giving sixty (60) day written notice of its intent to terminate this Agreement, which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C), below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default

upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(ii) that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend

CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other

covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation and will be used for their original intended purpose upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically; provided that, “Documents and Data” shall not include CONSULTANT’s internal working drafts, internal notes, internal know-how, working papers, internal electronic documents containing or reflecting CONSULTANT’s internal emails, or other documents in any medium of expression which reflects CONSULTANT’s internal deliberations or self-evaluation, all of which shall remain the property of CONSULTANT. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY. CONSULTANT may, however, disclose that it provides special counsel services for CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Richards Watson Gershon
1 Civic Center Circle
P.O. Box 1059
Brea, CA 92822
Attn: Amy Greyson
Phone: 714-990-0901

CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: Gustavo J. Romo
Deputy City Manager/Director of Community
Development
Phone: 562-806-7724

Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Attn: Stephanie Vasquez, City Attorney
Phone: 213-361-9015

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains

that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, the venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be

void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

RICHARDS WATSON GERSHON:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

EXHIBIT "A"
CITY RFP



REQUEST FOR PROPOSALS

RENT STABILIZATION & TENANT EVICTION PROTECTIONS ORDINANCE ADVISORY SERVICES

RFP Release Date

Wednesday, July 3, 2024

Proposal Submittal Deadline

5:00 p.m., Monday, July 29, 2024

Contact Person:

Veronica Jaramillo, Housing Specialist II

City of Bell Gardens

7100 Garfield Avenue

Bell Gardens, CA 90201

(562) 806-7731

vjaramillo@bellgardens.org

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I. INTRODUCTION

The City of Bell Gardens ("City") was incorporated on August 1, 1961, as a general law city, thus, it operates under the Council/Manager form of government. The five City Council members are elected at-large by registered voters in the City for staggered four-year terms and serve as the City's legislative, policy-making body. The Mayor position is shared among the Council members who select one another as Mayor annually. The City Council holds bi-monthly public meetings. The City Manager is responsible for directing City affairs as prescribed by the City Council. The City has a population of approximately 39,000 in an area of 2.4 square miles located in the southeastern part of Los Angeles County. The City shares a common boundary with the Cities of South Gate, Bell, Downey, and Commerce. The City is considered an integral part of the Los Angeles-Long Beach metropolitan area.

The City's Housing Division collaborates with the community, public service agencies and other City departments to ensure compliance with the City's Municipal Code as well as ensuring that State and Los Angeles County housing laws are being followed. The Housing Division also regulates just cause evictions to be more protective than Civil Code section 1946.2. All tenants who continuously and lawfully occupied a rental unit for twelve (12) months or more are provided with protections under Bell Gardens Municipal Code (BGMC) Chapters 5.62 "Rent Stabilization" and 5.63 "Tenant Eviction Protections" adopted via Ordinance No. 925, which are more restrictive or provide greater benefits than those set forth in California Civil Code section 1946.2, in that BGMC Chapters 5.62 "Rent Stabilization" and 5.63 "Tenant Eviction Protections" adopted via Ordinance No. 925 further limits the reasons for termination of a residential tenancy. The Housing Division collaborates with Code Enforcement staff to eliminate unhealthy and undesirable conditions within residential rental units in the City in response to complaints, observations or referrals from the public, other City Departments and City Councilmembers.

The City is seeking proposals from qualified law firms to provide as-needed advisory consulting services on the City's Rent Stabilization and Tenant Eviction Protections ("RSTEP") Ordinance and provide an objective review by any dissatisfied party. The scope of work, proposal format, submittal guidelines, evaluation and selection process are described in this Request for Proposals ("RFP").

The City invites qualified Consultants to submit proposals to provide limited services on an as-needed basis to assist the City with its Rent Stabilization Ordinance, which is codified in Chapter 5.62 of the Bell Gardens Municipal Code. It is the intent of the City to select a single Consultant to provide the services outlined in this RFP.

The City reserves the right to accept or reject any or all responses received in response to this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any response. The City's potential award of an agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an agreement is awarded, it will be awarded to the Consultant who, in the judgment of the City, has presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City. Additionally, the City may, for any reason, decide not to award an agreement based on this RFP. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any

manner by the submission of the response. The City reserves the right to negotiate deliverables and associated costs.

II. SUBMITTAL PROCEDURES/DEADLINE

Proposals must be submitted electronically via email to cityclerkdesk@bellgardens.org and vjaramillo@bellgardens.org no later than **5:00 p.m. on Monday, July 29, 2024**. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

Questions and Inquiries

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Veronica Jaramillo, Housing Specialist II, at vjaramillo@bellgardens.org. The deadline for written questions and inquiries is Monday, July 15, 2024. City Hall is open Monday through Thursday from 7:30 a.m. to 6:00 p.m.

III. SCHEDULE

The tentative schedule for this RFP is as follows:

Release of RFP	Date
Deadline for Q&A Written Submittals	Monday, July 15, 2024
Virtual Meeting Question and Answer Session	Tuesday July 17, 2024
Proposal Submission Deadline	Monday, July 29, 2024
Interviews for Qualified Consultants	Week of August 5, 2024
Tentative City Council Consultant Selected/Agreement Approval	Monday, August 26, 2024

IV. TERMS AND CONDITIONS

Upon conclusion of the RFP process, Staff will recommend a Consultant to the City Council. The successful Consultant will be required to enter into a Professional Services Agreement with the City. A copy of the City’s Professional Services Agreement is attached and incorporated as **Exhibit “A”** as a sample for Consultant to review the terms and conditions prior to submitting a proposal. The proposal process, agreement negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Consultant should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City’s needs and objectives and scope of work. The sample Professional Service Agreement (**Exhibit “A”**) is not to be completed by Consultant.

The City will consider proposals from Consultants with experience in handling rent stabilization and housing laws. The length of the agreement will be for 1 year with optional 2, 1-year extensions.

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

- A. Proposals shall be prepared to simply and economically provide a straightforward, concise description of the Consultant's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City's objectives.
- B. Consultants shall carefully read the information contained in this RFP and shall submit complete responses to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City's discretion. The submission of a response to this RFP shall be deemed a representation and certification by the Consultant that it has read and understood the RFP, has investigated all aspects of the RFP, and is aware of the applicable facts pertaining to the RFP process, its procedures and requirements. No request for modification of the responses to this request shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.
- C. Consultants should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP. Following the Proposal Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code section 7920.000 *et seq.*) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, Consultants acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other Consultants. All responses to the RFP received become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as nonresponsive.
- D. Consultant shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for agreement discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a Consultant in response to this RFP. Whether or not a Consultant is awarded an Agreement pursuant to this RFP, no Consultant shall be entitled to reimbursement for any costs or expenses associated with the Consultant's participation in this RFP process. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.

- E. The City operates and is funded on a fiscal year basis. Accordingly, the City reserves the right to terminate, without any liability, any Agreement for which funding is not available.
- F. The City shall not be responsible for any verbal communication between any employee of the City and any Consultant. Only written requirements and qualifications will be considered. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting agreement.
- G. Receipt of an addendum of the RFP by a proposal must be acknowledged by submitting the signed addendum with the proposal.
- H. A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal is signed by the Consultant's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal. Proposals may not be withdrawn after the proposal closing date and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before an agreement is awarded as further described below.
- I. The City may, in the evaluation of proposals, request clarification from Consultants regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- J. By submitting a proposal in response to this RFP, the Consultant accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.
- K. Negotiations may be conducted with responsible Consultants who submit proposals that are reasonably susceptible of being selected. All Consultants reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single agreement, the City reserves the right to negotiate an agreement with more than one Consultant.
- L. The City expects the highest level of ethical conduct from Consultants, including adherence to all applicable laws and local ordinances regarding ethical behavior.
- M. The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of an Agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an Agreement is awarded, it will be awarded to the Consultant who in the judgment of the City, has presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal(s) is best for the City. The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award an Agreement.
- N. If an agreement cannot be reached with the highest ranked Consultant, City reserves

the right to terminate negotiations with that party and enter negotiations with the next highest ranked Consultant.

- O. Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:
1. Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this proposal;
 2. Any attempt to improperly influence any member of the selection staff;
 3. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
 4. Evidence of incorrect information submitted as part of the RFP;
 5. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
 6. Consultant's default under any agreement, which results in termination of the Agreement.
- P. Acceptance of any proposal is contingent upon the Consultant's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City's Municipal Code.
- Q. The successful Consultant shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the Agreement.

Any questions or clarification related to the contents of the RFP must be submitted to Veronica Jaramillo, Housing Specialist II, by July 15, 2024. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The City shall issue any official Addendums in writing or via <https://www.bellgardens.org/i-want-to/view-bids-rfps/rfps-and-bids> to all Consultants.

V. SCOPE OF SERVICES

The Scope of Work, as may be modified through negotiation and/or by written addendum, will be made a part of the future Agreement. Please provide brief itemized answers that correspond to each numbered section that clearly describe how your proposal would approach the task. The selected Consultant would be responsible for providing the following services to the City:

Per Chapter 5.62 "Rent Stabilization" and Chapter 5.63 "Tenant Eviction Protections" Section 5.62.110 in Ordinance No. 925, the City's Housing Division is responsible in ensuring that Ordinance No. 925 is being followed. The Housing Division is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter. Implementation of the Bell Gardens Municipal Code ensures the continued practice of the City's Ordinance to protect tenants from excessive rent increases and to limit the displacement of vulnerable residents by ensuring that this Ordinance further limits the reasons for termination of a residential tenancy, which also provides for higher relocation assistance amounts, or provides additional tenant

protections that are not prohibited by any other provision of law. The Ordinance also ensures that health and safety standards throughout residential rental units are met. The City seeks qualified Consultants to provide the following services, as needed, and in coordination with the appropriate staff.

A. Scope of Services:

1. Shall serve as the City's neutral third-party administrative advisor for the Rent Stabilization and Tenant Eviction Protections Ordinance.
2. Provide advisory legal services to assist the City with an objective review of any appeals made in writing by any party dissatisfied by the City's final decision as well as any requested appearances before the City's Hearing Officer. This representation will not include litigation.
3. The chosen law firm agrees to take direction from Olivarez, Madruga Law Organization, LLP (OMLO) who is the City's primary counsel.

B. Requirements:

1. Member in good standing with the California Bar.
2. Have a reputation for reliability, honesty, and integrity; maintain professional liability insurance and all other insurance requirements listed in the sample Professional Services Agreement.
3. Minimum of five (5) years' experience in housing tenant rights and mobilehome parks municipality and State Law and have prior experience with implementation of rent stabilization and/or rent control within other local municipalities.
4. Have no conflicts of interests within the meaning of the Political Reform Act, common law conflicts, or Government Code section 1090.

C. Cost and Pricing

1. Proposal must include an annual not-to-exceed amount for the services requested.
2. Hourly rate shall be no more than \$245 per hour. If the scope of work is substantially modified, the extra cost or credit must be negotiated based on the submitted hourly rates.
3. Proposals must include overhead, travel and any additional project costs proposed. All items must be itemized in detail.

VI. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness,

clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a consultant from furnishing additional reports, functions, and costs as deemed appropriate.

The proposal must contain the following elements describing how the Consultant will perform the assignment:

A. Transmittal Letter:

1. A letter of transmittal signed by an individual authorized to bind the proposer stating the proposer has read and will comply with all terms and conditions of the RFP. The transmittal letter will contain, at a minimum: a) company name and address; and b) an executive summary briefly describing the proposer's ability to perform the work requested, a history of the Consultant's background, and experience providing services.
2. Conflict of Interest Statement: The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement. Particular attention should be paid to compliance with Government Code section 1090.

B. Management and Staffing:

1. Describe the management and staffing configuration to be utilized to complete the scope of work. Describe the qualifications of staff to be assigned to the project, their title, and types and amount of equivalent experience. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for this work.

C. Office location and accessibility to the City.

D. Provide professional references.

1. A list of at least three (3) recent references, including local government agencies where a similar service is or has been provided and any private clients. Include a) the names and telephone numbers of the firm and the key managers and professionals assigned to the project, b) brief description of the project, and c) time period for the project.

E. Additions or Exceptions:

1. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all the Consultant's exceptions to the provisions and conditions of the attached City standard professional services contract.

F. Pending Litigation:

1. Include an explanation and status, if in the last five (5) years, the firm or an office or principal of the firm has been involved in any substantiated complaints, litigation, legal proceedings, or investigations by a regulatory authority.

G. Insurance:

1. Evidence of commercial liability, professional liability, and workers compensation insurance coverages must be included. Insurance requirements are listed on the sample agreement attached as **Exhibit "A."**

VII. EVALUATION CRITERIA

The award of this Agreement will be made to the most qualified Law Firm whose proposal complies with the prescribed requirements. The City reserves the right to reject any or all proposals and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Law Firm to whom it is proposed to make such an award.

Proposals will be reviewed and evaluated by the Community Development Department and ranked based on the following considerations:

- Demonstrated experience in municipal rent stabilization, housing, tenant rights and mobilehome park laws, such as petitions to contest limits on rental increases and dissatisfied parties requesting for a base rent adjustment (Vega Adjustment);
- Qualifications and expertise of the proposed team; and
- Cost-effectiveness and reasonableness of the proposed budget.

If further clarifications or negotiations are required, on-site or virtual interviews may be conducted. Participation in these interviews will be at the expense of the Consultant. The interview panel would be made up of staff members or representatives from the City. Recommendations will be forwarded to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may be given no further consideration.

Each proposal would be considered along with those of other responding Consultants, with respect to ability to perform effectively and efficiently those Scope of Services outlined in Section V, above.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any or all proposals responding to this RFP without indicating any reasons for such rejection(s).

EXHIBIT "A"
SAMPLE PROFESSIONAL SERVICES AGREEMENT

2024
PROFESSIONAL SERVICES AGREEMENT
(Engagement: INSERT ENGAGEMENT)
(Parties: ENTER PARTY and City of Bell Gardens)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT PROFESSIONAL SERVICES REQUIRED; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "INSERT TITLE" (hereinafter, "CITY RFP") dated INSERT DATE, and the written proposal of CONSULTANT entitled "INSERT TITLE" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or

inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before INSERT COMPLETION DATE (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with "INSERT TITLE OF COMPENSATION DOCUMENT" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will

notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates INSERT CITY REPRESENTATIVE (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates INSERT CONSULTANT REPRESENTATIVE, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City

Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents,

contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of

CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from

insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the City Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees

to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to

the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C), below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(ii) that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv)

the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in

writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY**: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT**: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES**: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

INSERT CONSULTANT NAME
INSERT ADDRESS

Attn: INSERT PERSON OF
CONTACT NAME
Phone: INSERT PHONE NUMBER

CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: INSERT DEPARTMENT
Phone: 562-806-7700

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS**: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING**: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all

provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be

valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

CONSULTANT NAME:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

EXHIBIT "B"
CONSULTANT PROPOSAL



Amy Greyson

T 714.990.0901
F 714.990.6230
E agreyson@rwglaw.com

1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
rwglaw.com

October 24, 2024

VIA ELECTRONIC MAIL

Gus Romo
Deputy City Manager/Community Development Director
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, California 90201

Stephanie Vasquez, City Attorney
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, Floor 12
Los Angeles, CA 90071

Re: Revised Cost Proposal for Rent Stabilization & Tenant Eviction Protections
Ordinance Advisory Services

Dear Mr. Romo and Ms. Vasquez:

This letter sets forth the revised Cost Proposal of Richards Watson & Gershon ("RWG") in response to the City of Bell Garden's Request for Proposals for Rent Stabilization & Tenant Eviction Protections Ordinance ("RSTEP") Advisory Services, based on and following the recent negotiations between our office and the City with regard to the terms of the Agreement to be entered into between RWG and the City for our provision of the RSTEP Services. This letter supersedes in full the updated cost proposal we previously sent by letter dated September 17, 2024.

As we discussed, RWG has authorized me to propose a revised blended rate for all attorneys of the firm, in the amount of \$285 per hour, for the RSTEP Advisory Services. We have withdrawn our request that the annual cap be eliminated, and we mutually have agreed that the RSTEP Advisory Services will be subject to the Annual Not-to-Exceed Sum of \$100,000, but that RWG shall have "no obligation to perform any services after the Annual Not-to-Exceed Sum is reached unless an amendment is first approved by the City Council." Further, the Agreement to be executed will reflect that if RWG's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of the Agreement, the City may suspend our performance pending the City's approval of any anticipated expenditures in excess of the Annual Not-to-Exceed Sum or any other City approved amendment to the compensation terms of this

Agreement. The Firm withdraws the reference to Adjustments on page 9 of our original proposal dated July 29, 2024. The Firm also withdraws our “exceptions” that were listed in our original July 29, 2024 Proposal and the September 17, 2024 letter as those issues are resolved by the terms of the Agreement negotiated earlier this week. In addition, any litigation services, if requested, would also be subject to further negotiation between the City and the firm.

Except as otherwise indicated in this letter, no other changes are made to the terms of RWG’s original Proposal dated July 29, 2024. We are hopeful that this letter addresses your concerns, and that we will be able to finalize an agreement in order to continue to provide exceptional representation to the City. If you have any questions or comments, please do not hesitate to contact us.

Very truly yours,



Amy Greyson

cc: Kayser Sume, Esq., Chairman, Board of Directors
Robin Harris, Esq.

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In Your Community
At Your Side

City of Bell Gardens

Proposal for Rent Stabilization & Tenant Eviction Protections
Ordinance Advisory Services

July 29, 2024

Amy Greyson

1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
714.990.0901 | agreyson@rwglaw.com



RICHARDS WATSON GERSHON

July 29, 2024

VIA ELECTRONIC MAIL

Veronica Jaramillo
Housing Specialist II
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, California 90201

Re: ***Request for Proposals for Rent Stabilization & Tenant Eviction Protections Ordinance
Advisory Services***

Dear Ms. Jaramillo:

Richards Watson & Gershon (RWG) is pleased to submit this proposal in response to the City of Bell Garden’s Request for Proposals for Rent Stabilization & Tenant Eviction Protections Ordinance (“RSTEP”) Advisory Services. We propose Amy Greyson, who has provided these services to the City during this past year, to serve as lead attorney and primary contact person for these services. Robin Harris will provide additional expertise.

Amy works from the Firm’s Orange County Office and I work from the Firm’s Los Angeles office. Our contact information is as follows:

Richards, Watson & Gershon
1 Civic Center Circle, PO Box 1059
Brea, California 92822

350 South Grand Avenue, 37th Floor
Los Angeles, California 90071

Amy Greyson
Phone | 714.990.0901
Email | agreyson@rwglaw.com

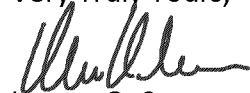
Kayser O. Sume
Phone | 213.626.8484
Email | ksume@rwglaw.com

RWG has read and will comply with the terms and conditions of the RFP with the following exceptions: (i) RWG cannot provide the requested services within the rate limits set forth in the RFP but is willing and proposes to provide such services at the rates for which it is currently working with the City on such matters; (ii) RWG proposes the annual “not to exceed” limit be eliminated from any legal services agreement; and (iii) RWG has noted other exceptions to the sample agreement in Section E.

RWG does not have any financial, business, or other relationship with the City that would have an impact upon the outcome of the agreement.

We believe that the highly qualified team we are proposing and our familiarity with the City's ordinance and procedures, backed by RWG's extensive resources, will continue to provide exceptional representation to the City and we look forward to discussing our proposal with you. If you have any questions or comments, please do not hesitate to contact us.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Kayser O. Sume'.

Kayser O. Sume

Chairman, Board of Directors

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B. Management and Staffing

History of the Firm

Founded in 1954, RWG's dedicated team of lawyers has specialized in the representation of public entities of all types. We take an interdisciplinary approach to the challenges faced by California public agencies and municipalities from our offices located in Orange County, Los Angeles, San Francisco, Temecula, Sacramento, and the Central Coast. Our attorneys deliver practical, solutions-oriented advice tailored to the unique needs of our public clients. We have built a reputation as the lawyers of choice for clients seeking reliable, efficient, and effective legal counsel to help realize their goals.

RWG is proud of its longstanding commitment to helping California shape its future and the role we have played in the state's legal history. Our attorneys were instrumental during the incorporation of several California cities. We have a long track record of providing legal services to cities in connection with rent stabilization issues, including advice on mobilehome rent control ordinances; assistance in administrative proceedings related to permissive rent increase applications and applications for mobilehome park conversions; and defense of judicial challenges to cities' decisions in these areas.

Firm Expertise

RWG delivers advisory and litigation services with a specialized focus on matters involving: public agency and municipal law; public works, construction, and contracting; economic development; administrative law and government regulation; eminent domain; labor and employment; environmental law; and real estate.

Advisory Legal Services Experience

For over 40 years, Amy Greyson has represented cities and other public agencies in advisory and advocacy capacities in administrative proceedings before mobilehome rent stabilization boards and commissions, city councils, and planning commissions. She also represents public agencies in litigation defending administrative decisions, often involving complex and controversial issues. She has extensive experience in evaluating on-the-spot legal issues and conduct of proceedings requiring a balancing of public agency interests with the interests of applicants, opponents, and the general public. She assists decision makers on compliance with laws, ordinances, and regulations to ensure due process and fair hearings, including the following:

- Serving as neutral legal advisor to city mobilehome park rent control boards and commissions with regard to the interpretation and application of mobilehome park rent control ordinances; public hearing proceedings for presentation of written and oral

evidence and argument relating to rent increase applications; advice during deliberations; and preparation of written decisions based on board/commission action.

- Serving as staff advocate on mobilehome park rent control applications before city mobilehome park rent control boards and commissions, including evaluation and analysis of rent increase applications under maintenance of net operating income (MNOI) and fair return methodologies, capital improvement applications, assistance in preparation of staff reports, presentation of witnesses, and argument in support of staff position.
- Serving as the hearing officer for the City of Santa Clarita's Manufactured Home Park Rent Adjustment Program for five years, including review and analysis of appeals filed by Park Residents with respect to Standard and Non-Standard Space Rent Adjustments, conducting evidentiary hearings on appeals, and issuance of timely written decisions based on oral and written testimony submitted under the City's Manufactured Home Park Rent Adjustment Procedures Ordinance (Chapter 6.40 of the Santa Clarita Municipal Code).
- Serving as neutral legal advisor to city planning commissions and city councils on land use, planning, zoning, and CEQA issues related to land use applications. Amy helps to ensure compliance with state and city land use laws, ordinances, and policies, Americans with Disabilities Act, Ralph M. Brown Act, and fair hearing principles, including assistance in preparation of staff reports, and proposed ordinances and resolutions, and responding to commission/council inquiries during public hearings and appeals.
- Serving as neutral legal advisor to city personnel boards and commissions with respect to disciplinary appeals and grievances, including interpretation and application of statutes, ordinances, and memoranda of understanding regulating personnel and labor relations, and preparing written decisions based on board/commission actions.
- Serving as neutral legal advisor to public agency departments with regard to complaints of discrimination and harassment, including oversight of investigations, evaluation of investigation reports and recommended discipline of sustained complaints, and preparation of disciplinary documents memorializing action.
- Serving as a mediator on a dispute between a mobilehome park owner and park residents over a proposed rent increase, pursuant to a mediation procedure established under a municipal ordinance.
- Serving as presenter of public workshops with owners and residents of mobilehome parks to obtain input for development, updating and implementation of mobilehome park rent control ordinances, including explanation of state and federal laws and court decisions regulating mobilehome parks and rent control and municipal ordinances and procedures, and responding to questions from stakeholders.

- Conducting training sessions for public agency staff with regard to requirements for due process and fair hearings in administrative proceedings, Americans with Disabilities Act, Ralph M. Brown Act, Public Records Act, and conflicts of interests statutes and court decisions regulating administrative hearing bodies.
- Participating in mediation sessions to resolve disputes in pending litigation or PERB administrative proceedings.

Robin Harris regularly advises the City of Beverly Hills on issues regarding its rent stabilization ordinance, including amendments to the ordinance. She has addressed issues concerning registration of rental units, rent increases, evictions, and relocation. She has served as counsel to the Beverly Hills Rent Stabilization Commission, which was established to make recommendations to the City concerning possible amendments to the rent stabilization ordinance.

Relationship Partner



Amy Greyson | Lead Attorney and Point of Contact

1 Civic Center Circle, PO Box 1059
Brea, California 92822
Phone: 714.990.0901
Email: agreyson@rwglaw.com

Amy is a senior attorney in the Firm and a member of the Public Law Department and the Labor and Employment Department. Amy has been with the Firm since 1999, and has specialized in mobilehome, municipal, and labor and employment law for over 40 years, in both advisory and litigation capacities.

- Amy regularly advises city councils and rent control bodies on mobilehome park rent control, general rent control, and mobilehome park conversion issues, including drafting of ordinances and administrative regulations; evaluation of federal and state court decisions and new legislation; creation and implementation of rent stabilization procedures and applications and forms relating to petitions for rent increases and ordinance interpretations; and conduct of local administrative proceedings to consider rent increase applications. Amy has also assisted in the presentation of public workshops for Park Owners and Park Residents regarding administration and implementation of mobilehome park rent control ordinances. Amy has also served as a mediator in a rent control dispute on behalf of a city. She has been working in the area of mobilehome park rent control since 1984.

- Amy has achieved several litigation victories resulting in published appellate court decisions, including *Robinson v. City of Yucaipa*, 28 Cal. App. 4th 1506 (1994), in which the California Court of Appeal upheld the decision of the City of Yucaipa granting a capital improvement rent adjustment; and *City of Highland v. County of San Bernardino*, 4 Cal. App. 4th 1174 (1992), in which the California Court of Appeal ruled that the County of San Bernardino failed to properly calculate Highland’s property tax share following incorporation.
- Amy also has defended public entities in mandate proceedings, including the defense of challenges to mobilehome park rent control ordinances and apartment rent control ordinances; defended public agencies in litigation challenging disciplinary actions; and represented public agencies in proceedings before the California Public Employment Relations Board, and in arbitrations on grievances and collective bargaining disputes.
- Amy has served as a member of the Ad Hoc Practicing Ethics Committee of the City Attorney’s Department of the League of California Cities, as well as the Ad Hoc Due Process Committee for the League of California Cities, City Attorney’s Department. Amy has also presented a paper on due process in quasi-judicial proceedings at the Annual Conference of the League of California Cities, and authored an article in “Western City” on due process issues. Amy previously served as a chapter chair for the Municipal Law Handbook Committee for the League of California Cities, City Attorneys Department.



Robin Harris | Shareholder

350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Phone: 213.626.8484
E-mail: rharris@rwglaw.com

Robin is a shareholder of RWG and has more than 35 years of experience in public finance, public agency law, solid waste, and redevelopment law. Robin represents our clients in a wide range of financial transactions, including the formation of assessment districts and community facilities districts, and the levy of taxes and fees. Robin is experienced in the areas of redevelopment agency and successor agency tax-allocation bonds, special assessment bonds, Mello-Roos bonds, certificates of participation and revenue bonds, including bonds issued pursuant to the Marks-Roos Local Bond Pooling Act. Robin is experienced in all aspects of redevelopment law and for the past ten years has assisted in the wind down of dissolved redevelopment agencies.

Robin has assisted numerous local agencies in forming assessment districts under the Municipal Improvement Act of 1913, the Landscaping and Lighting Act of 1972, and the Business Improvement District Acts, as well as other statutes, and has extensive experience regarding the implications of Propositions 13, 62, 218, and 26 on such financing mechanisms as well as taxes and fees. Robin also has extensive experience advising cities regarding compliance with SB 1383 and the Surplus Land Act.

Robin provides advice to the City of Beverly Hills in connection with its rent stabilization ordinance.

C. Office Location and Accessibility to the City

The City would be primarily supported by attorneys in our Brea and Los Angeles offices. We also have offices in Temecula, San Francisco, the Central Coast, and Sacramento, and subject matter specialists in those offices may serve the City from time to time. Our attorneys are available by telephone and video teleconference calls, as well as in-person meetings as requested.

D. Professional References

Reference Name	Reference Related Experience
<p>Darlene Gerdes Deputy City Manager/City Clerk City of Calimesa 908 Park Avenue Calimesa, California 92320 Phone: 909.795.9801</p>	<p>Amy serves as legal advisor to City Council and City’s Rent advisor on implementation and administration of mobilehome rent stabilization, staff advocate on rent increase application hearings before Calimesa Mobile Home Rent Stabilization Board.</p>
<p>Isra Shah, City Attorney City of Palm Desert 73510 Fred Waring Drive Palm Desert, California 92260 Phone: 760.776.6410</p>	<p>Amy serves as legal advisor to City’s Housing Department and assists the City Attorney on implementation and administration of Palm Desert’s mobilehome rent stabilization ordinance, including establishment of procedures and evaluation of petitions for interpretation.</p>

Reference Name	Reference Related Experience
Jennifer Crawford Assistant City Manager/Rent Administrator City of Yucaipa 37472 Yucaipa Boulevard Yucaipa, California 92399 Phone: 909.797.2489 ext. 236	Amy previously served as the legal advisor on drafting, updating, and administering the mobilehome rent stabilization program, for over 18 years. She also served as the legal advisor to the Yucaipa Mobilehome Rent Review Commission on the rent adjustment process.
Alexa Smittle Community Services Director City of Seal Beach 211 Eighth Street Seal Beach, California 90740 Phone: 562.431.2527 ext. 1313	Advice and assistance on planning, zoning, land use, code enforcement, and public works matters. Drafting and updating City ordinances, preparation and review of resolutions and agreements.

E. Additions or Exceptions to the City’s Request for Proposal

With respect to the City’s Request for Proposal, we request the following modifications:

Exception to RFP terms:

C. Cost and Pricing: RWG cannot provide the requested services within the rate limits set forth in the RFP, but is willing and proposes to provide such services at the rates for which it is currently working with the City on such matters. We currently provide advisory services to the City at the hourly rate of \$300 per hour, and we request modification of the hourly cap to be increased to \$300 per hour.

Exceptions to Form Professional Services Agreement:

We have reviewed the sample agreement for Professional Services included with the Request for Proposals and find its basic structure to be an acceptable form of an agreement. The following additions or exceptions are requested:

Section 1.1 Scope of Work, subsection (a): We request language be added clarifying that all matters referred to and accepted by Consultant be confirmed in writing (which may include electronic mail) and be subject to clearing a review for professional conflicts.

Section 1.3, Compensation: RWG requests that the Not to Exceed provisions of this section be eliminated.

Section 1.6, Abandonment by Consultant: We request that this provision be deleted in favor of a mutual termination provision without cause, as noted in our comment to Article V.

Section 3.3, Required Carrier Rating: We request a modification to confirm that surplus lines carriers authorized to do business in California are acceptable.

Section 3.5, Waiver of Subrogation: We request a modification to confirm that a waiver of subrogation shall not be required for Errors & Omissions insurance, nor for any claims, occurrences or matters that would be the subject of Errors & Omissions insurance.

Section 3.6, Verification of Coverage: With regard to insurance submissions, we request that the language be modified to allow RWG to provided specimen copies or copies where confidential, trade secret, client confidential information, and similar in formation is redacted.

IV. Indemnification: We request modifications to clarify that RWG's obligations only apply to the extent that damages, etc., are caused by RWG's errors or omissions.

V. Termination: We request modifications to create a mutual right of termination without cause. In the alternative, we would request the termination provisions be modified to provide reciprocal default, cure, breach, and damages terms.

VI. Documents & Data; Licensing of Intellectual Property: We would a modification in this or any other similar provision, to exclude attorney work product.

Section 6.1, Documents & Data; Licensing of Intellectual Property: RWG would request clarification that material produced by RWG may only be used or reused for its intended purpose.

Section 6.2, Confidentiality: RWG would request confirmation that RWG is allowed to disclose that it works for the City of Bell Gardens and include the City's name on its public client lists.

F. Pending Litigation

Prior Litigation Involving RWG

During the past five years there have been instances where the Firm or its attorneys were named as parties in actions by third-party non-clients arising out of RWG representation with regard to agency actions with which the third-party was dissatisfied. These meritless lawsuits typically are brought as an attempt to distract or intimidate our clients. RWG attorneys have been dismissed from all such matters at the present time, with the exception of one that is still in the pleading phase. RWG would be pleased to provide the City additional public record information on any of these open or closed matters upon request.

G. Insurance

The Firm maintains General Liability, Auto Liability, Workers Compensation and Professional Errors and Omissions insurance in the amounts required on page seven and eight of the sample agreement. We have included Certificates of Insurance as Exhibit B.

H. Cost and Pricing

The proposed hourly billing rate for Amy Greyson is as follows:

Attorney	Rate
Amy Greyson	\$300
Robin Harris	\$300

This is the same rate provided by Amy to the City for similar services earlier this year.

To the extent that the services of other Firm attorneys are utilized, such services would be billed at a rate of \$300 per hour for shareholders and senior attorneys, \$245 per hour for associate attorneys, and \$195 per hour for paralegals and legal assistants.

Time incurred in providing legal services will be billed in increments of one-tenth of an hour. Our invoices provide detailed explanations of tasks performed, dates of work, and the name of the attorney that performed the work.

Items Billed Separately

Items such as mileage, photocopying, messenger and delivery services, and legal research services will be billed separately at the rates detailed below.

Travel and Mileage. The Firm will bill actual travel time for visits to the City and will bill mileage at the standard rate established by the IRS for calculating the operating expenses of an automobile used for business purposes.

Photocopying. Copies will be billed at \$.10/page.

All other costs, including messenger and delivery services, and legal research services will be charged at the rate of the Firm's actual out-of-pocket expense. The Firm will not charge for word processing and similar clerical tasks.

Adjustments

RWG proposes that commencing on July 1, 2026, and on each July 1 thereafter, the monthly and hourly rates charged above automatically shall be increased by a percentage amount equal to the percentage increase in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim region (or other applicable region as agreed upon by RWG and the City) statistical area ("CPI") for the twelve-month period ending on the immediately prior April 30. Should the Los Angeles-Long Beach-Anaheim CPI cease to be published in its entirety, or on a periodic basis ending on April 30, RWG and the City shall negotiate in good faith for a mutually acceptable alternative. Any other adjustments in the rates shall require prior approval of the City Council. However, our rates will not increase by more than five percent (5%) in any given year without City Council approval even if the CPI increase exceeds that amount.

Exhibit A Resumes

Amy GREYSON

Senior Attorney

ORANGE COUNTY

T 714.990.0901

E agreyson@rwglaw.com



Amy is a senior attorney in the Public Law Department and Labor and Employment Department of RWG, with more than 40 years of experience representing public entities on advisory and litigation matters. Amy's primary areas of focus include land use, zoning and CEQA matters, mobilehome park rent control and regulation, labor and employment, accommodating individuals with disabilities in employment and in the provision of governmental programs, services and activities under the Americans With Disabilities Act and California disability access laws, and all other aspects of municipal governance, including the interpretation and application of the Brown Act, Public Records Act, and Political Reform Act.

WORK FOR CLIENTS

Amy serves as the Assistant City Attorney for the City of Seal Beach, and also advises a wide range of departments for other firm clients including the Cities of Calimesa, San Bruno, Highland, Indio, Covina, Rancho Cucamonga, Monrovia, Palm Desert, and Redondo Beach. She also serves as a hearing officer for the City of Santa Clarita Manufactured Home Space Rent Adjustment program. Amy previously served as Assistant City Attorney for the Cities of Yucaipa and Laguna Niguel.

PROFESSIONAL EXPERIENCE

Prior to joining RWG in 1999, Amy served as Litigation Specialist-Deputy City Attorney for the City of Anaheim, and also served as a partner with the law firm of Brunick, Alvarez & Battersby, where she was Assistant City Attorney for the Cities of Calimesa and Yucaipa, Deputy City Attorney for the City of Highland, and served as special counsel to the San Bernardino County Superintendent of Schools, the San Bernardino Community College District, and several county water districts. Amy also previously served as Deputy City Attorney for the City

PRACTICE AREAS

Labor & Employment
Municipal & Public Agency Law

FOCUS AREAS

Brown Act & Open Government
Discipline & Termination
Land Use Planning & Zoning (Municipal)
Mobilehome Parks & Rent Control
Public Records & E-Documents
Rent Control

EDUCATION

J.D., University of California, Los Angeles, School of Law
B.A., University of California, Santa Cruz

of Garden Grove, Assistant City Attorney for the City of Oceanside, and Deputy City Attorney for the Cities of Claremont and La Verne.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Member, Los Angeles County Bar Association

COURTS

United States District Court, Central District

Ninth Circuit Court of Appeals

EXPERIENCE

PUBLISHED OPINIONS

- ▶ **Robinson v. City of Yucaipa, 28 Cal.App.4th 1506 (1994)** (Represented the City of Yucaipa in defending a challenge to capital improvement rent adjustment procedures under the city's mobilehome park rent control ordinance.)
- ▶ **City of Highland v. County of San Bernardino, 4 Cal.App.4th 1174 (1992)** (Successfully prevailed in challenge to the county's determination of the city's property tax share following incorporation.)

HIGHLIGHTED PROJECTS

Amy's notable projects and experience include:

- ▶ Serves as legal advisor to city councils and planning commissions on land use, zoning and CEQA matters.
- ▶ Serves as legal counsel advising mobilehome park rent control administrative bodies or as staff advocate on mobilehome park rent increase applications.
- ▶ Provides ongoing advice and drafting of mobilehome park rent control ordinances, guidelines and forms as well as ordinances regulating mobilehome park conversions for several cities.
- ▶ Provides ongoing advice and assistance in developing policies and procedures for cities to comply with disability access laws in employment and municipal programs, services, and activities.
- ▶ Serves as legal advisor to cities on discipline and other civil service matters and drafting of related personnel rules, procedures and policies.

- ▶ Provides legal advice and assistance to public agencies in connection with personnel investigations into complaints of sexual harassment, discrimination and other workplace issues and related discipline issues.
- ▶ Provides legal advice and assistance to public agencies in connection with employment-related disability accommodation issues, family medical leave and other leaves, and recruitment, training and other personnel issues, as well as collective bargaining, grievances and other representation matters.
- ▶ Serves as Manufactured Home Park Space Rent Adjustment Appeal Hearing Officer for the City of Santa Clarita on appeals filed under the Santa Clarita Manufactured Home Park Rent Adjustment Procedures Ordinance.
- ▶ Served on the Ad Hoc Practicing Ethics Committee for the League of California Cities (2023).
- ▶ Served on the Municipal Law Handbook Editorial Committee for the League of California Cities (2012-2014).
- ▶ Served on the Ad Hoc Due Process Committee for the League of California Cities (2009-2011).

NEWS

The Model Notice Regarding Disability Access Laws Is Now Available in Six Languages on the Division of the State Architect Website

03.07.2019

The Model Notice Regarding Disability Access Laws Is Available on the Division of the State Architect Website

01.02.2019

Cities Must Provide Public Notice Regarding Disability Access Laws to Applicants for Commercial Construction Building Permits and Business Licenses

12.19.2018

PRESENTATIONS

Harassment Prevention Training for Supervisors and Officials (AB 1661)

Cal Cities Mayor and Council Members Academy, 01.24.2024

Sexual Harassment Training for Supervisors

California Special Districts Association, 10.24.2023

Harassment Prevention Training for Supervisors and Officials (AB 1661)

League of California Cities Annual Conference, 09.18.2021

Constructing Due Process Walls Following *Morongo* and *Sabey*

League of California Cities Annual Conference, 09.18.2021

Reasonable Accommodation Under the ADA

ACC-OC (Association of California Cities Orange County) Lunch & Learn, 03.25.2020

Legal Nuts and Bolts of Mobile Home Acquisition and Relocation

Chapter 67-IRWA, 05.11.2011

Fitness for Duty: A Practical and legal Approach, with Manny Tau, Psy.D, Baron Center, Inc.

CALPELRA, 11.16.2005

PUBLICATIONS

Due Process Walls in the City Attorney's Office: Safeguarding Fair Hearings

Western City Magazine, 10.2013

Robin HARRIS

Shareholder

LOS ANGELES

T 213.626.8484

E rharris@rwglaw.com



Robin has more than 35 years of experience in public finance, public agency law, and redevelopment law. Robin represents our clients in a wide range of financial transactions, including the formation of assessment districts and community facilities districts, and the levy of taxes and fees. Robin is experienced in the areas of redevelopment agency and successor agency tax-allocation bonds, special assessment bonds, Mello-Roos bonds, certificates of participation and revenue bonds, including bonds issued pursuant to the Marks-Roos Local Bond Pooling Act. Robin is experienced in all aspects of redevelopment law and for the past 10 years has assisted in the wind down of dissolved redevelopment agencies.

WORK FOR CLIENTS

Robin has assisted numerous local agencies in forming assessment districts under the Municipal Improvement Act of 1913, the Landscaping and Lighting Act of 1972, and the Business Improvement District Acts, as well as other statutes, and has extensive experience regarding the implications of Propositions 13, 62, 218, and 26 on such financing mechanisms as well as taxes and fees. Robin also has extensive experience advising cities regarding compliance with SB 1383.

Following years of representing redevelopment agencies, with an emphasis on affordable housing and redevelopment plan amendments and adoptions, Robin now advises cities and successor agencies regarding the implications of the Redevelopment Dissolution Law. Robin's advice regarding compliance with the Redevelopment Dissolution Law has included dissolution of former redevelopment agencies; establishment of redevelopment successor agencies and oversight boards; reinstatement and repayment of City loans; preparation of long-range property management plans, recognized obligation payment schedules, administrative budgets, and annual housing reports; review of pass-through agreements, the due diligence reviews, and the California State

PRACTICE AREAS

Municipal & Public Agency
Law

Public Finance

FOCUS AREAS

Financing Districts

Redevelopment Dissolution

Taxes, Assessments & Fees

EDUCATION

J.D., *magna cum laude*,
University of Illinois College of
Law

B.S., *summa cum laude*, Illinois
State University

Controller asset transfer reviews; disposition of properties; the expenditure of bond proceeds; and monitoring of dissolution-related statewide litigation and legislation. In addition, Robin provides extensive advice in connection with the expenditure by housing successors of moneys in the Low and Moderate Income Housing Asset Fund and the implications of SB 341. Robin previously advised the City of Los Angeles in winding down its extensive redevelopment activities and property disposition.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Member, National Association of Bond Lawyers

Member, The State Bar of California

Member, Los Angeles County Bar

NEWS

Measures Adopting Municipal Water Rates Cannot Be Challenged by the Referendum Process
08.13.2020

Cannabis Tax Measure Accompanied by an “Advisory Measure” Is a Valid General Tax
08.31.2018

States May Require Sales Tax Collection by Out-of-State Internet Sellers
06.26.2018

Exhibit B

Certificates of Insurance

RICHARDS WATSON GERSHON

ORANGE COUNTY OFFICE

1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
Telephone: 714.990.0901
e-mail: oc@rwglaw.com

LOS ANGELES OFFICE

350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Telephone: 213.626.8484
e-mail: la@rwglaw.com

TEMECULA OFFICE

41000 Main Street, Suite 316
Temecula, California 92590-2764
Telephone: 951.695.2373
e-mail: tem@rwglaw.com

SAN FRANCISCO OFFICE

One Sansome Street, Suite 2850
San Francisco, California 94104
Telephone: 415.421.8484
e-mail: sf@rwglaw.com

SACRAMENTO OFFICE

2300 N Street, Suite 3
Sacramento, CA 95816
Telephone: 916.244.2022
e-mail: sac@rwglaw.com

CENTRAL COAST OFFICE

847 Monterey Street, Suite 206
San Luis Obispo, California 93401
Telephone: 805 439.3515
e-mail : cc@rwglaw.com



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 10.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Paul Camacho, Chief of Police
Rigo Barrios, Administrative Lieutenant
SUBJECT: **CONSIDERATION OF LEASE AGREEMENT WITH ENTERPRISE FLEET
MANAGEMENT INC. FOR VEHICLES**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council by motion adopt the attached Resolution allowing the City Manager to execute a Lease Agreement with Enterprise Fleet Management, Inc. for the lease of six vehicles.

BACKGROUND/DISCUSSION:

The City has previously used Enterprise Fleet Management, Inc. (Enterprise) to lease vehicles for Police Administrative, Undercover and Surveillance Operations. Enterprise's leasing program allows the Police Department to lease vehicles for various terms and operational needs.

The City maintains a wide variety of vehicles to support specialized operations in the Police Department. Standard replacement cycles are 4-6 years for most light-duty vehicles; however, there are several administrative, undercover and surveillance vehicles in the Police Department's fleet that have considerable wear and tear. Subsequently, these vehicles have become costly to perform repairs.

By leasing newer vehicles and updating the fleet, the goal is to reduce operational maintenance and fuel costs as newer models are typically much more fuel-efficient. In addition, newer and more dependable vehicles would be available to support Police Department operations, thereby avoiding downtime.

Cooperative Purchasing through Sourcewell

Under Section 3.04.100(E) of the Bell Gardens Municipal Code, the City's purchasing policy allows for an exception to the purchasing policy when the supplier offers the same or better price, terms and conditions as a supplier offered as the lowest responsible bidder under a competitive procurement conducted by another city or public agency.

Sourcewell (formerly National Joint Powers Alliance NJPA) was created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) as a service cooperative. Sourcewell is a local government unit, public corporation, and public agency that offers cooperative procurement solutions to its members. Participation is open to all levels of a governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The City of Bell Gardens is a member of Sourcewell, and membership entitles the City to access competitively bid national contracts resulting in lower priced vehicles due to economies of scale. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies, and follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

On January 11, 2022, Sourcewell released a Request for Proposals for Fleet Management Services, RFP #030122. on March 1, 2022, Enterprise submitted a proposal and on May 4, 2022, Enterprise and Sourcewell entered into Contract Number 030122-EFM with an effective date of May 4, 2022, and an expiration date of April 18, 2026.

In order to expedite acquisition of the vehicles, staff requested quotes from Enterprise under the Sourcewell Contract for the leasing of six vehicles. Enterprise proposes the same lease rates as those offered under Sourcewell's competitive bid process. The proposed rates vary depending upon make and model and term of the lease. The proposed Lease Agreement would be for 36 months with an optional two one-year extensions. After the 36 months, the City would have the option to purchase the vehicle if it is determined to be a viable option; continue to pay a management fee under the Lease Agreement; or return the vehicle to Enterprise Fleet Management at no additional costs to the City. If the City were to elect to enter into a new Lease Agreement in the future, Enterprise would credit the City full market value for each vehicle being returned, which would have a positive effect on pricing.

CONCLUSION:

Should the City Council waive the formal bid process and authorize the City Manager to enter into a Lease Agreement with Enterprise for administrative, undercover and surveillance vehicles, the Police Department can continue to support specialized operations in the Police Department. All vehicles leased will be compliant with the current air quality regulations for the State of California and will be equipped with all the required safety and securities features and be maintained by the Police Department.

FISCAL IMPACT:

Under the Enterprise Lease Agreement, the Police Department anticipates paying under \$30,000 annually from its Asset Forfeiture account, not from the Police Department's general account.

The Lease Agreement will be for a term of 36-months with an annual not-to-exceed amount of \$30,000. However, the City will also have the option to extend the Lease Agreement for an additional two one-year extensions for an approximate not-to-exceed amount of \$30,000. Funding for new lease payments is available through the Police Department's Asset Forfeiture Spending Plan, FY24-25 Operating Budget.

ATTACHMENTS:

- Exhibit 1 - Resolution No. 2024-88
- Exhibit 2 - Lease Agreement with Quotes and Sourcewell Contract

APPROVED ELECTRONICALLY BY:

- Michael B. O'Kelly, City Manager
- Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
- Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, WAIVING THE FORMAL BID PROCESS AND APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND ENTERPRISE FLEET MANAGEMENT, INC. FOR THE LEASE OF VEHICLES TO BE UTILIZED BY THE POLICE DEPARTMENT

WHEREAS, under Section 3.04.100E of the Bell Gardens Municipal Code, the City's purchasing policy allows for an exception when the supplier offers the same or better price, terms and conditions as a supplier offers the lowest responsible bidder under a competitive procurement conducted by another city or public agency; and

WHEREAS, Sourcewell (formerly National Joint Powers Alliance NJPA) is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members; and

WHEREAS, on January 11, 2022, Sourcewell released a Request for Proposals for Fleet Management Services, RFP #030122 (hereinafter, "Sourcewell RFP"); and

WHEREAS, on March 1, 2022, Enterprise Fleet Management, Inc. ("Enterprise") submitted a proposal in response to the Sourcewell RFP;

WHEREAS, on May 4, 2022, Enterprise and Sourcewell entered into Contract Number 030122-EFM ("Sourcewell Contract") with an effective date of May 4, 2022, and an expiration date of April 18, 2026; and

WHEREAS, the City of Bell Gardens ("City") is a member of Sourcewell and membership entitles the City to access competitively bid national contracts; and

WHEREAS, the City is in need of leasing six (6) vehicles; and

WHEREAS, the City Council finds that the City has complied with the procurement process; and

WHEREAS, the City desires to enter into a three year lease agreement with Enterprise to lease six (6) vehicles, with an option of an additional two years, should the City be interested in continuing to lease the vehicles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2. The City Council finds that the City has complied with local, state and federal requirements for procurement as members of Sourcewell.

SECTION 3. The City Council hereby approves a lease agreement with Enterprise Fleet Management, Inc. for an annual not to exceed amount of \$30,000 for the three years and optional two, one-year extensions.

SECTION 4. The City Council further authorizes the City Manager to execute the agreement with Enterprise Fleet Management, Inc., consistent with this resolution along with any ancillary documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED this 28th day of October 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Prepared For: City of Bell Gardens
Camacho, Chief Paul

Date 10/23/2024
AE/AM EM

Unit #

Year 2025 **Make** Nissan **Model** Altima
Series S 4dr Front-Wheel Drive Sedan

Vehicle Order Type Ordered **Term** 36 **State** CA **Customer#** 284489

\$ 24,441.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 402.25 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 19,666.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$2,231.03 *	Taxes
<hr/>	
\$ 5,075.00	Total Capitalized Amount (Delivered Price)
\$ 140.97	Depreciation Reserve @ <u>2.7778%</u>
\$ 43.16	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Glacier White
Interior Color	Charcoal w/Cloth Seat Trim
Lic. Plate Type	Unknown
GVWR	0

\$ 184.13 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 18.87 Tax 10.2500% State CA

\$ 203.00 Total Monthly Rental Including Additional Services

\$ 0.08	Reduced Book Value at <u>36</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Bell Gardens

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 425.00

VEHICLE INFORMATION:

2025 Nissan Altima S 4dr Front-Wheel Drive Sedan - US

Series ID: 13115

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$25,161	\$27,000.00
Total Options	\$180.00	\$210.00
Destination Charge	\$1,140.00	\$1,140.00
Total Price	\$26,481.00	\$28,350.00

SELECTED COLOR:

Exterior: QAK-Glacier White

Interior: G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seat Trim	NC	NC
L92	Floor Mats & Trunk Mat (Fleet)	\$180.00	\$210.00
PAINT	Monotone Paint Application	STD	STD
QAK_01	Glacier White	NC	NC
STDEN	Engine: 2.5L DOHC 16-Valve 4-Cylinder	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Xtronic CVT (Continuously Variable)	STD	STD
STDTR	Tires: 215/60R16 AS	STD	STD
STDWL	Wheels: 16" x 7" Steel w/Full Wheel Covers	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: chrome
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Fuel Remote Release: mechanical fuel remote release
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Key proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Remote Engine Start: remote start - keyfob
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Vehicle Security System (VSS)
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 bench seat

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Mats: carpet cargo mat

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 188-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

Prepared For: City of Bell Gardens
Camacho, Chief Paul

Date 10/23/2024
AE/AM EM

Unit #

Year 2025 **Make** Nissan **Model** Pathfinder
Series S 4dr Front-Wheel Drive

Vehicle Order Type Ordered **Term** 36 **State** CA **Customer#** 284489

\$ 31,792.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 530.32 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 19,666.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$2,487.27 *	Taxes
<hr/>	
\$ 12,426.00	Total Capitalized Amount (Delivered Price)
\$ 345.17	Depreciation Reserve @ <u>2.7778%</u>
\$ 73.65	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Glacier White
Interior Color	Charcoal w/Cloth Seating Surfaces
Lic. Plate Type	Unknown
GVWR	0

\$ 418.82 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 42.92 Tax 10.2500% State CA

\$ 461.74 Total Monthly Rental Including Additional Services

\$ -0.12	Reduced Book Value at <u>36</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Bell Gardens

BY _____ **TITLE** _____ **DATE** _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 425.00

VEHICLE INFORMATION:

2025 Nissan Pathfinder S 4dr Front-Wheel Drive - US

Series ID: 25115

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$34,693	\$37,330.00
Total Options	\$249.00	\$290.00
Destination Charge	\$1,390.00	\$1,390.00
Total Price	\$36,332.00	\$39,010.00

SELECTED COLOR:

Exterior: QAK-Glacier White

Interior: G-Charcoal w/Cloth Seating Surfaces

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
G_03	Charcoal w/Cloth Seating Surfaces	NC	NC
L92	Bench Seat Carpeted Floor Mats (Set of 4)	\$249.00	\$290.00
PAINT	Monotone Paint Application	STD	STD
QAK_01	Glacier White	NC	NC
STDEN	Engine: 3.5L V6 DOHC	STD	STD
STDRD	Radio: AM/FM Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seating Surfaces	STD	STD
STDTN	Transmission: 9-Speed Automatic	STD	STD
STDTR	Tires: 255/60R18 All-Season	STD	STD
STDWL	Wheels: 18" x 8J Painted Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: black front bumper insert
Rear Bumper Insert: black rear bumper insert
Body Material: galvanized steel/aluminum body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Key proximity key
Valet Key: valet function
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid and fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows

Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system Vehicle Security System (VSS)
Panic Alarm: panic alarm
Electronic Stability: Vehicle Dynamic Control (VDC) electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints
3rd Row Headrests: 3 manual adjustable third row head restraints
First Aid Kit: first aid kit

Seats And Trim:

Exhibit 2

Seating Capacity max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 EZ Flex split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row manual 60-40 bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 284-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

Prepared For: City of Bell Gardens
Camacho, Chief Paul

Date 10/23/2024
AE/AM EM

Unit #

Year 2025 **Make** Chrysler **Model** Pacifica
Series Select Front-Wheel Drive Passenger Van

Vehicle Order Type Ordered **Term** 36 **State** CA **Customer#** 284489

\$ 42,145.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 618.11 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 19,666.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$2,118.27 *	Taxes
<hr/>	
\$ 22,779.00	Total Capitalized Amount (Delivered Price)
\$ 632.76	Depreciation Reserve @ <u>2.7778%</u>
\$ 116.59	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
<hr/>	
\$ 749.35	Total Monthly Rental Excluding Additional Services

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Bright White Clearcoat
Interior Color	Black w/Caprice Leatherette Bucket Seats
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0500</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 76.82 Tax 10.2500% State CA

Total Monthly Rental Including Additional Services

\$ -0.36	Reduced Book Value at <u>36</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Bell Gardens

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 425.00

VEHICLE INFORMATION:

2025 Chrysler Pacifica Select Front-Wheel Drive Passenger Van - US

Series ID: RUCH53

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$41,390	\$42,450.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,695.00	\$1,695.00
Total Price	\$43,085.00	\$44,145.00

SELECTED COLOR:

Exterior: PW7-Bright White Clearcoat
 Interior: X3-Black w/Caprice Leatherette Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
27L	Quick Order Package 27L	NC	NC
APA	Monotone Paint Application	STD	STD
CEQ	Black Seats	NC	NC
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
SDC	Touring Suspension	STD	STD
SJ	Caprice Leatherette Bucket Seats	STD	STD
STDAX	3.25 Axle Ratio	STD	STD
TMK	Tires: 235/65R17 BSW AS	STD	STD
UBG	Radio: Uconnect 5 w/10.1" Display	STD	STD
WFN	Wheels: 17" x 7.0" Aluminum	STD	STD
X3_02	Black w/Caprice Leatherette Bucket Seats	NC	NC
Z1A	GVWR: 6,055 lbs	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: power sliding rear passenger doors
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: chrome front bumper insert
Rear Bumper Insert: chrome rear bumper insert
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Voice Activated A/C: voice activated air conditioning
Seat Memory: driver memory seat settings
Cruise Control: cruise control with steering wheel controls, adaptive
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Enter 'n Go proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Auto-dimming Rearview Mirror: auto-dimming rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Garage Door Opener: garage door transmitter
Emergency SOS: Chrysler Connect emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with covered box
Overhead Console: mini overhead console with storage, conversation mirror
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Interior Concealed Storage: interior concealed storage
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Front Fog Lights: front fog lights
Front Wipers: variable intermittent rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Side Blinds: rear side blind
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners

Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear manual reclining captain seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Fold into Floor: folding activation rear seat
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row manual 60-40 split-bench seat
3rd Row Electric Control: Stow 'n Go fold into floor third row seat
Leather Upholstery: leatherette front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
LeatherSteeringWheel: TechnoLeather leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: piano black/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Air Compressor: tire mobility kit

Standard Engine:

Engine 287-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Prepared For: City of Bell Gardens
Camacho, Chief Paul

Date 10/23/2024
AE/AM EM

Unit #

Year 2025 **Make** Jeep **Model** Grand Cherokee

Series Laredo 4dr 4x2

Vehicle Order Type Ordered **Term** 36 **State** CA **Customer#** 284489

\$ 36,164.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>CA</u>
\$ 546.85 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 19,666.00 *	Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Security Deposit
\$2,169.53 *	Taxes
<hr/>	
\$ 16,798.00	Total Capitalized Amount (Delivered Price)
\$ 226.77	Depreciation Reserve @ <u>1.3500%</u>
\$ 117.49	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
<hr/>	
\$ 344.26	Total Monthly Rental Excluding Additional Services

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Bright White Clearcoat
Interior Color	Global Black w/Cloth Seats or Capri Leatheret
Lic. Plate Type	Unknown
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees
\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program ³ Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

OverMileage Charge \$ 0.0500 Per Mile

Tires 0 Loaner Vehicle Not Included

Additional Services SubTotal

\$ 35.27 Tax 10.2500% State CA

Total Monthly Rental Including Additional Services

\$ 8,634.28 Reduced Book Value at 36 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Bell Gardens

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Pricing Plan Delivery Charge	B	\$ 125.00
Courtesy Delivery Fee	C	\$ 300.00
Total Other Charges Billed		\$ 125.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 425.00

VEHICLE INFORMATION:

2025 Jeep Grand Cherokee Laredo 4dr 4x2 - US

Series ID: WLTH74

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$36,294	\$37,035.00
Total Options	\$-485.00	\$-540.00
Destination Charge	\$1,795.00	\$1,795.00
Total Price	\$37,604.00	\$38,290.00

SELECTED COLOR:

Exterior: PW7-Bright White Clearcoat

Interior: X7-Global Black w/Cloth Seats or Capri Leatherette/Suede Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
23Z	Quick Order Package 23Z Laredo A	\$-485.00	\$-540.00
3CC	Model Year Tracking	NC	NC
AJ	Cloth Seats	STD	STD
APA	Monotone Paint	STD	STD
AZZ	Laredo A Package	Included	Included
DFW	Transmission: 8-Speed Automatic 8HP50	NC	NC
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
SDA	Normal Duty Suspension	STD	STD
TSB	Tires: P245/70R17 BSW A/S	STD	STD
UBR	Radio: Uconnect 5 w/8.4" Display	STD	STD
WF5	Wheels: 17" x 6.5" Fully Painted Aluminum	STD	STD
X7_02	Global Black w/Cloth Seats or Capri Leatherette/Suede Seats	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: chrome front bumper insert
Rear Bumper Insert: chrome rear bumper insert
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
Body Side Cladding: black bodyside cladding
Fender Flares: black fender flares
Grille: chrome grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Voice Activated A/C: voice activated air conditioning
Cruise Control: cruise control with steering wheel controls, Adaptive Cruise Control w/Stop & Go adaptive
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: 4G LTE Wi-Fi Hot Spot internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Fuel Flap Locking Type: locking fuel flap included with power door locks
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert
Overhead Console Insert: piano black overhead console insert
Shift Knob Trim: chrome shift knob
LeatherSteeringWheel: leatherette steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Bell Gardens (hereinafter referred to as "CUSTOMER") on this _____ day of October, 2024 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
- 2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
- 3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
- 4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$400 ("Service Fee") plus towing at prevailing rates.
- 5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
- 6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
- 7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: **Blake Gilmore**

Title: **Regional Manager**

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: **Michael B. O'Kelly**

Title: **City Manager**

Date Signed: _____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an “Enterprise Entity” and collectively the “Enterprise Entities”) and Enterprise Fleet Management, Inc. (hereinafter referred to as “EFM”) (the “Enterprise Entities” and “EFM” shall collectively be referred to as “Enterprise”) on the one hand and City of Bell Gardens (hereinafter referred to as “CUSTOMER”), on the other hand on this ____ day of October, 2024 (hereinafter referred to as the “Execution Date”).

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER’s vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the “Vehicles”).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$400 or the maximum permitted by law (“Service Fee”).
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise’s obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: **Blake Gilmore**

Title: **Regional Manager**

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: **Michael B. O'Kelly**

Title: **City Manager**

Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of October, 2024, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) 234 o Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Bell Gardens

Signature: _____

By: Michael B. O'Kelly

Title: City Manager

Address: 7100 S Garfield
Bell Gardens, CA 90201

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Blake Gilmore

Title: Regional Manager

Address: 1515 W 190th st
Gardena, CA 90248

Date Signed: _____, _____



FLEET MANAGEMENT

SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of _____, 2024, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Bell Gardens (Company).

Enterprise Fleet Management, Inc. is the "Servicer" as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Bell Gardens.

WITNESSETH:

Scope of Service: This Agreement shall be effective upon execution by both parties and shall continue for three (3) years with the option of two one (1) year extensions, unless terminated earlier in accordance with the terms of the Master Equity Lease Agreement. Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and Company have executed this Service Agreement as of the day and year first above written.

Company: City of Bell Gardens

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

SERVICE AGREEMENT

This Agreement is entered into as of the ___ day of ___, 2024, by and between Enterprise Fleet Management, Inc. (EFM), a Missouri corporation, and City of Bell Gardens (Company).

WITNESSETH:

Enterprise Fleet Management, Inc. is the “Servicer” as denoted by the MASTER EQUITY LEASE AGREEMENT that is by and between Enterprise FM Trust, a Delaware statutory trust and City of Bell Gardens.

Scope of Service: This pricing and services under this contract are in accordance with the contract between Enterprise Fleet Management and Sourcewell for Fleet Management Services Request for Proposal #030122-EFM effective until April 18, 2026.

IN WITNESS WHEREOF, EFM and _____ have executed this Service Agreement as of the day and year first above written.

Company: City of Bell Gardens

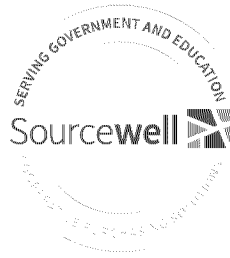
EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____



RFP #030122
REQUEST FOR PROPOSALS
for
Fleet Management Services

Proposal Due Date: March 1, 2022, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Fleet Management Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 1, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 11, 2022
Pre-proposal Conference:	February 1, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	February 21, 2022, 4:30 p.m., Central Time
Proposal Due Date:	March 1, 2022, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 1, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Fleet Management Services, including, but not limited to:
 - a. Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types;
 - b. New vehicle service and preparation for the vehicles described in subsection 1. a. above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation;
 - c. Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types; and,
 - d. In addition to the solutions described in subsections 1. a. – c. above, proposers may include a complementary offering of the following ancillary services:
 - i. Short-term rental programs;
 - ii. Upfitting of after-market products;
 - iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems;
 - iv. Roadside assistance including towing, emergency charging, and repairs;
 - v. Installation, operation, and maintenance of dedicated charging and fueling stations; and,
 - vi. Vehicle battery longevity monitoring and replacement plans.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the

Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



1/13/2022

Addendum No. 1

Solicitation Number: RFP 030122

Solicitation Name: Fleet Management Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

There appears to be a conflict or overlap between the scope of this RFP and the scope of other recent Sourcewell solicitations. How will Sourcewell address potential services that are specifically identified in other RFPs, but could be construed to be included in this RFP?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process, and each RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 1/13/2022, is required at the time of proposal submittal.



2/17/2022

Addendum No. 2

Solicitation Number: RFP 030122

Solicitation Name: Fleet Management Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How would you define “service force?”

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the content and format of the data that best represents their proposal and best demonstrates their ability to serve Sourcewell participating entities. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 2:

If orders will be handled by distributors, dealers, or others, explain the roles of the Proposer and others. How would you define ‘ordering process’?

Answer 2:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables.

Each proposer is asked to articulate the order process that aligns with its business methods and processes within the proposal.

Question 3:

What response is recommended if a bidder can execute some, but not all, of the items listed?

Answer 3:

Refer to the Frequently Asked Questions document on the Sourcewell Procurement Portal bids homepage.

Question 4:

Can an awarded supplier present its forms to the potential customer, or will the supplier be required to only use the participating entities agreements? Is it permitted to negotiate completely new agreements with the participating entity?

Answer 4:

Refer to template contract Article 6. – Participating Entity Use and Purchasing, for additional detail related the ordering process and the development of transaction documentation.

Question 5:

Regarding template contract Section 5. A – Participation, define “Sourcewell contract use eligibility requirements and documentation...”

Answer 5:

Refer to RFP Section I. B. – Use of Resulting Contracts. The benefits of a contract resulting from this solicitation should be available to all participating entities that can legally access the equipment, products, or services under the contract. Awarded suppliers will receive instruction on relevant contract documentation in connection with the contract launch process.

Question 6:

If a contract between an awarded supplier and Sourcewell is terminated, will the supplier still be permitted to continue the relationship with any participating entity? If they terminate and we have existing agreements in place with participating entities, does the supplier continue to pay Sourcewell the administrative fee?

Answer 6:

Refer to template contract Section 6. A. – Orders and Payment, “All Participating Entity orders under this contract must be issued prior to expiration of cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.”

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 2/17/2022, is required at the time of proposal submittal.



2/21/2022

Addendum No. 3

Solicitation Number: RFP 030122

Solicitation Name: Fleet Management Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell willing to sign a mutual NDA?

Answer 1:

Sourcewell complies with the Minnesota Government Data Practices Act and will not execute a nondisclosure agreement for a proposer. Reference Section VI. E. of the Sourcewell RFP.

Question 2:

Can we share the details of projects and references implemented outside US?

Answer 2:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 24, seeks information from “three customers who are eligible to be Sourcewell participating entities.” Table 5 – Top Five Government or Education Customers seeks information from “your top five government, education, or non-profit customers.”

Question 3:

Can some of the project(s) be delivered remotely to control travel expenses?

Answer 3:

It is left to the discretion of each proposer to propose a method for delivery that aligns to its business practices and meets all applicable industry standards, laws, and

regulations. A proposer should include all relevant information and fully describe the total cost of acquisition for a participating entity in its proposal. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Can offshore developers/consultants (outside USA) be used?

Answer 4:

It is left to the discretion of each proposer to determine the information and documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

We are only provide Fleet Management Software. Can we still submit for this RFP?

Answer 5:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 030122 posted to the Sourcewell Procurement Portal on 2/21/2022, is required at the time of proposal submittal.

**Solicitation Number: RFP #030122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enterprise Fleet Management, Inc., 600 Corporate Park Drive, St. Louis, MO 63105 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 18, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Equipment, product, or service warranties will be provided by the manufacturer or service provider. Supplier will assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer or service provider. Any manufacturer's or service provider's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

In the event that Equipment and Products arrive in a defective or inoperable condition, the Participating Entity must promptly bring any such condition to Supplier's attention. Supplier will then provide commercially reasonable assistance to the Participating Entity in any communication or negotiation with the Equipment and Product's manufacturer or dealer, as applicable, with respect to claims relating to such condition.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to the applicable Equipment and Product manufacturer or dealer deadline, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Any termination thereafter will be governed by the terms and conditions of Supplier's affiliates' Master Lease Agreement.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract, with respect to the subject matter hereof, represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Indemnity obligations between Supplier and any Participating Entity, if any, will be as set forth in the applicable Supplier's affiliates' Master Lease Agreement.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Intentionally omitted.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Intentionally omitted.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Intentionally omitted.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. Intentionally omitted.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Intentionally omitted.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). Intentionally omitted.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Intentionally omitted.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Enterprise Fleet Management, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Dain Giesie
EFC279C1DE8D465...

By: _____

By: _____

Jeremy Schwartz

Dain Giesie

Title: Chief Procurement Officer

Title: Vice President

5/4/2022 | 9:11 AM CDT

5/4/2022 | 2:58 PM CDT

Date: _____

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

5/4/2022 | 3:23 PM CDT

Date: _____

RFP 030122 - Fleet Management Services

Vendor Details

Company Name: Enterprise Fleet Management, Inc.
Does your company conduct business under any other name? If yes, please state: MO
Address: 600 Corporate Park Dr.
St. Louis, MO 63050
Contact: Dain Giesie
Email: Dain.E.Giesie@efleets.com
Phone: 314-274-5428
Fax: 314-274-5428
HST#: 43-1697807

Submission Details

Created On: Tuesday February 01, 2022 10:13:18
Submitted On: Tuesday March 01, 2022 16:13:51
Submitted By: Dain Giesie
Email: Dain.E.Giesie@efleets.com
Transaction #: 53316618-72bf-4ca3-ad36-3ffb0fdf4609
Submitter's IP Address: 4.30.165.86

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enterprise Fleet Management, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Enterprise Fleet Management
4	Provide your CAGE code or DUNS number:	08-001-5860
5	Proposer Physical Address:	600 Corporate Park Drive, St. Louis, MO 63105
6	Proposer website address (or addresses):	efleets.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Dain Giesie, Assistant Vice President, Dain.E.Giesie@efleets.com, 314-274-5428
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michelle Rojas, Business Analyst, michelle.m.rojas@efleets.com, 314-274-4556

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Background and History In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.</p> <p>In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.</p> <p>In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.</p> <p>Today, with 75,000 employees, 1.85 million vehicles, and annual revenue of \$23.9 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.</p> <p>Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.</p> <p>Founding Values Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <p>Our brands are the most valuable things we own. Personal honesty and integrity are the foundation of our success. Customer service is our way of life. Our company is a fun and friendly place, where teamwork rules. We work hard...and we reward hard work. Great things happen when we listen...to our customers and to each other. We strengthen our communities, one neighborhood at a time. Our doors are open.</p> <p>Business Philosophy Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p>
11	What are your company's expectations in the event of an award?	<p>Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and 65 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with your member agencies to proactively create, implement and manage a cost-effective total transportation solution.</p> <p>It would be Enterprise's expectation that Sourcewell and its employees work in conjunction with Enterprise's local teams to identify optimal strategies on ways to best serve the members.</p>
12	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. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.</p> <p>Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Recently, Enterprise Fleet Management was ranked the largest fleet management provider in the United State, according to Automotive Fleet's 2021 Fact Book. We have been operating in the industry for decades. This stability has enabled us to pursue consistently conservative growth and residual value targets, while limiting operational and credit risk. Enterprise's positive outlook reflects our expectations that the company will maintain its industry-leading position in the automotive fleet leasing industry.</p>

14	What is your Canadian market share for the solutions that you are proposing?	Currently, Enterprise manages 5,000 leased units, 10,000 non-leased units and over 80,000 rentals across Canada. Enterprise has about 1 percent of the fleet management and leasing market and over 50 percent of the rental market. Enterprise Fleet Management is currently growing at 18.6 percent annually in Canada and over 200 percent in Western Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	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), 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, 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?	Service provider	*
17	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.	<ul style="list-style-type: none"> o Alberta Corporate License number: 2116040300 o Saskatchewan Corporate License number: 101184133 o Manitoba Corporate License number: 6262881 o GST number: 82540 4205 RT0001: o Saskatchewan PST number: 2476059 o Manitoba PST number: 82540 4205 MC0001 	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Enterprise Fleet Management has a distinguished history of receiving awards and accolades. A selection of major honors received in recent years is included below and can also be found on our website. Blue Seal of Excellence from the National Institute for Automotive Service Excellence (ASE) (1997-2020 – 24 years straight) Silver Stevie Award, Innovation in Sales from the Stevie Awards for Sales & Customer Service (2020) Silver Stevie Award, Best Use of Technology in Sales from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Innovation in Customer Service from the Stevie Awards for Sales & Customer Service (2020) Bronze Stevie Award, Best Use of Technology in Customer Service from the Stevie Awards for Sales & Customer Service (2020)
20	What percentage of your sales are to the governmental sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
21	What percentage of your sales are to the education sector in the past three years	Enterprise Fleet Management is a privately owned family run business and does not release specific performance numbers to the public. Owned by the Taylor family of St Louis since 1957, Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to hundreds of public and private schools, colleges, universities, cities, counties, and other government entities nationwide to manage tens of thousands of government vehicles. There have been no clients that have terminated a contract for non-performance.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management partners with Sourcewell, TIPS, and E&I for cooperative purchasing. As a privately held company we do not release specific performance numbers to the public. Enterprise Fleet Management provides services through the use of purchasing co-ops to all public and private schools, colleges, universities, cities, counties, and other government entities.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Enterprise Fleet Management, Inc. does not hold any contracts directly with the GSA.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kenosha Unified School District	Dan Aiello, Grounds and Vehicle Repair	(262) 359-7541
City of Ruston	Michelle Colvin, Purchasing Agent	(318) 251-8631
Kings Mosquito Abatement District	Michael Cavanagh, General Manager	(559) 584-3326

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Village Center Community Development District	Education	Florida - FL	Fleet Management Services for 101 vehicles.	213 vehicles delivered	\$1,903,139	*
City of Roswell, Georgia	Government	Georgia - GA	Fleet Management Services for 280 vehicles including Accident Management.	117 vehicles delivered	\$2,871,939	*
City of Rockville	Government	Maryland - MD	Fleet Management Services for 189 vehicles	74 vehicles delivered	\$2,334,939	*
City of Murrieta	Government	California - CA	Fleet Management Services for 44 vehicles including full maintenance and maintenance management	73 vehicles delivered	\$2,698,024	*
City of Newton	Government	Maine - ME	Fleet Management Services for 68 vehicles	61 vehicles delivered	\$1,350,606	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: 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 employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.</p> <p>Each of our more than 50 Enterprise Fleet Management offices are staffed with more than 500 sales professionals to handle all areas of our customers' fleet programs, including sales. Key positions within the local teams include:</p> <p>Fleet Management Director</p> <ul style="list-style-type: none"> • The director of the local leadership team who can assist in resolving escalated customer service needs regarding the Sourcewell's fleet management services. <p>Fleet Strategy Manager</p> <ul style="list-style-type: none"> • Works with Client Strategy Manager to maximize resale/disposal of fleet vehicles • Works with wholesalers nationwide to sell vehicles in an average of 23 days <p>Finance Manager</p> <ul style="list-style-type: none"> • A member of the local leadership team who can assist in resolving escalated customer service needs regarding the financing of Sourcewell's fleet. <p>Account Executive</p> <ul style="list-style-type: none"> • Designs, reviews and implements fleet management programs • Supports the Client Strategy Manager in handling Sourcewell's ongoing fleet needs <p>Area Sales Manager</p> <ul style="list-style-type: none"> • Provides a managerial oversight to the Account Executive and Client Strategy Manager and can provide additional support to Sourcewell as needed <p>Client Strategy Manager</p> <ul style="list-style-type: none"> • Implements fleet management programs specifically designed for Sourcewell • Reviews Sourcewell's Fleet Profile on a regular basis • Proactively forecasts vehicle replacement needs • Secondary point of contact for fleet related matters <p>Account Fleet Coordinator</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell's fleet needs • Administers all day-to-day fleet-related matters • Works with Client Strategy Manager to provide turnkey fleet management • Works directly with Sourcewell's employees on fleet issues
27	Dealer network or other distribution methods.	<p>As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can also offer both new and used vehicles from existing inventory.</p> <p>Vehicle Delivery</p> <p>Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.</p> <p>This is what we expect from our CD dealers:</p> <ul style="list-style-type: none"> • Acceptance of vehicle, including inspection for damage or missing equipment. • Filing of claims and making arrangements for any necessary repairs. • Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment. • Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle. • Application for Title and Registration with the state and installation of license plates or temporary tags.

28	Service force.	<p>Call Center</p> <p>Enterprise Fleet Management has a call center with a single toll-free number for all customer support related to vehicle maintenance, roadside assistance, and accident management. The call center is staffed exclusively by Enterprise Fleet Management associates.</p> <p>Our maintenance team's hours are 6 a.m. to 9 p.m. CST Monday through Friday, and 7 a.m. to 4 p.m. CST on Saturday. Our roadside team's hours are 6 a.m. to 7 p.m. Monday through Friday, and 7 a.m. to 4 p.m. on Saturday. Outside of these hours, roadside calls are routed to our partner vendors. Roadside assistance is available 24 hours a day, seven days a week.</p> <p>The National Service Department has a staff of approximately 240 people. We have 53 Maintenance Coordinators who handle preventative maintenance, fluid services, brakes, and tires, along with more than 110 Service Advisors who handle every type of repair — from an oil change to a transmission failure. In addition, we have approximately 39 Service Coordinators who set up tows, lockout services, jump starts, flat tire changes, and other related requests.</p> <p>Supplier Network</p> <p>Enterprise encourages the use of our more than 40,000 Preferred Partners to ensure the highest level of service and greatest value with lower downtimes. In total, Enterprise has established relationships with nearly 90,000 maintenance and repair shops nationwide, which includes dealers and National Account partners. National Account partners include: Firestone, Michelin, Pep Boys, Tire Kingdom, Jiffy Lube, Valvoline Instant Oil Change, Goodyear, Discount Tire, and Grease Monkey.</p> <p>Our partnerships give our customers access to a vast, nationwide network of vendors who are ready to perform routine maintenance and repairs outside of the vehicle warranties.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Enterprise Fleet Management has a dedicated ordering team at our corporate office in St. Louis to place factory orders for each manufacturer. We have developed system tools and a database that allow us to transmit orders from department to department electronically. Our ordering team has access to many of the manufacturer systems, ordering guides, and assigned contacts for any ordering, scheduling, and tracking questions.</p> <p>We track orders with the manufacturers throughout the process. Drivers can also check their vehicle status through our website or through the Enterprise mobile app. Once the vehicles arrive, your Account Fleet Coordinator will work with each driver to coordinate the most convenient method of pickup or delivery for the driver team.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Service Quality index (SQI) is an industry leading metric that is core to Enterprise values.</p> <p>Enterprise uses a Service Quality index (SQI) to measure customer satisfaction for each of our brands. ESQi enables Enterprise to link our employees' career and financial aspirations to consistent and superior service levels with every customer. ESQi is one of the many ways in which we remind ourselves to put our customers' needs first. We also use our customer satisfaction data to monitor changing industry trends, needed enhancements, and local service issues to continually improve and distinguish our service from the competition. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Customer Service Philosophy</p> <p>Our goal is to create lifelong relationships with all our Enterprise customers and to exceed expectations through superior customer service. Our founding values are one of the many ways in which we remind ourselves to put our customers' needs first. The result has been millions of satisfied Enterprise customers, thousands of successful employees, and a company that continues to grow.</p> <p>Founding Values</p> <p>Our founding values are a simple yet powerful set of beliefs that drives us and are how we hold ourselves accountable every day. Over the years we have formalized the values into a set of guiding principles that every employee can understand and embrace:</p> <ul style="list-style-type: none"> • Our brands are the most valuable things we own. • Personal honesty and integrity are the foundation of our success. • Customer service is our way of life. • Our company is a fun and friendly place, where teamwork rules. • We work hard...and we reward hard work. • Great things happen when we listen...to our customers and to each other. • We strengthen our communities, one neighborhood at a time. • Our doors are open.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Enterprise Fleet Management has 50 offices across North America staffed by more than 500 sales professionals. These sales professionals facilitate thousands of meetings each year where they are demonstrating how Enterprise Fleet Management's programs help government organizations. As part of these demonstrations it has become engrained in each salesperson to position our Sourcewell contract as the best way to implement our fleet strategies. They are trained to recommend cooperative purchasing contracts during the sales process as a means of improving the customer experience by reducing unnecessary friction.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Enterprise Fleet Management is able to provide our full range of services to Sourcewell member agencies in Canada. We currently operate three teams in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Enterprise has a unique geographical footprint with more than 50 fleet management offices and more than 4,000 rental locations that will work with members in most geographic areas in North America to provide services or find a solution that fits the needs of the member.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Enterprise Fleet Management operates a network of more than 50 fully staffed offices, which manages a fleet of more than 710,00 vehicles in the U.S and Canada. Enterprise Fleet Management provides services to nearly 2,000 public and private schools, colleges, universities, cities, counties, and other government entities nationwide.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Enterprise Fleet Management currently has lease vehicles in Hawaii, Alaska, and Puerto Rico and operate in accordance with local laws and statutes. All vehicles in Puerto Rico would have dealer stock pricing.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Enterprise will work with Sourcewell to develop a customized marketing strategy that leverages our existing sales teams throughout North America. Because of our company's size and infrastructure, we can also scale up to meet higher demand at a moment's notice. Some of the marketing methods will include: <ul style="list-style-type: none"> • A marketing banner on the Sourcewell website announcing the partnership and details • Targeting the largest members first to maximize the impact • Local sales teams will meet regularly with current and potential members • Direct-mail campaign with customized fliers featuring program information
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Enterprise Fleet Management uses our customer website (efleets.com) to provide company information and receive online inquiries. In the past, Enterprise Fleet Management has invested in and participated in re-targeting advertising; however, this is a rare occurrence. Enterprise prefers to partner with trusted industry leaders to advertise and communicate to our niche demographic. <p>Enterprise Fleet Management uses LinkedIn for recruiting purposes and does not presently leverage social media at a corporate level. We use Salesforce.com and the Pardot email platform to communicate with customers and prospects that have opted in to receive communications.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Enterprise Fleet Management has 50 fully staffed offices that are trained to recommend cooperative purchasing contracts during the sales process, we provide in depth training on how these contracts work and the benefits on utilizing them over other diligence options. Our expectation for Sourcewell would be to promote and send any leads to our management team and help answer specific questions from the governmental entity regarding utilizing the contract.
39	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.	Our ordering and procurement process is customized for each individual member based on their needs. Our dedicated account teams will meet with each individual member to determine what products and services are needed to create a menu price of vehicles that the member can utilize for ordering. After the selections are made, the member will receive a quote for each vehicle to be approved by the authorized signer.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Your account team will manage, provide and host all driver training and implementation services, including webinars, conference calls, printed materials, online videos, etc. We can provide a wide range of resources and efficient ways to implement these programs to ensure a great foundation for a long-term partnership. This local team will take complete ownership of these processes and take on all aspects of managing the transition and training. We will review all of the options with you and set out a clear plan to meet your needs and make this process as easy as possible for your company. <p>This will be customized to Sourcewell and your drivers' unique needs, and there are no additional costs for implementation and transition services, as this is standard and included in our service offering.</p>

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.</p> <p>Customer Website – Complete oversight on entire fleet and individual vehicles</p> <ul style="list-style-type: none"> • Customizable dashboards show graphs, data, and analysis that is most important to you • Reporting covering entire fleet, with drill-down capability to individual vehicles • Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc. • Life-to-date maintenance data and complete vehicle history for each vehicle <p>Annual Client Review – Identify and lower costs</p> <ul style="list-style-type: none"> • Web-based solution for year-over-year fleet analysis led by local Enterprise team • Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc. • Document goals to develop the best possible fleet cycling plan and lower costs <p>Fleet Planning Toolkit – The right vehicles at the right cost</p> <ul style="list-style-type: none"> • Vehicle selector allows Enterprise to compare up to six vehicles side-by-side • Integrate all costs for a total cost analysis • Determine the best time to replace your vehicles <p>Auto Integrate – Minimize downtime</p> <ul style="list-style-type: none"> • Web-based repair and maintenance authorization platform to reduce downtime • Integration with most national account partners for faster approvals • Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues • Real-time maintenance updates • Access to more than 100 ASE-certified technicians employed by Enterprise <p>Mobile App – Convenience for drivers</p> <ul style="list-style-type: none"> • Fuel station and maintenance shop locator • Click-to-call roadside assistance • Accident reporting (including photos) • Receive alerts • Enter and track mileage • View order status of purchased vehicles • View maintenance cards • Check-in and check-out for vehicles with multiple drivers • Edit incorrect mileage entries
<p>42</p>	<p>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.</p>	<p>Enterprise Fleet Management not only takes a sustainable approach to its business, but it aligns with the sustainable goals of its partner companies, agencies, and organizations. Some of these combined efforts are as follows:</p> <p>Vehicle Cycling/Fleet Optimization</p> <p>Managing vehicle emissions can represent a key component of customers’ environmental commitment and corporate social responsibility efforts, but companies can only manage what they can measure. It is the fundamental principle of fleet optimization — getting all the data needed to make smart decisions about vehicle cycling.</p> <p>In addition to the traditional vehicle emission consisting of acquisition cost, maintenance expenses and residual value, our team provides additional data points.</p> <p>Enterprise Fleet Management can help add a comprehensive environmental dimension to vehicle-cycling decisions, which includes fleet emissions, fuel efficiency, and direct and indirect remediation costs.</p> <p>Carbon Reporting and Offsets</p> <p>Commercial operations may have limited options for reducing the environmental impact of their fleet. Enterprise Fleet Management can simplify the benchmarking process and offer a tailored, accurate report on vehicle emissions. This data can then be used to influence fleet management choices, such as vehicle selection and replacement, or the decision to participate in a carbon offset program.</p> <p>Verified carbon offsets can provide an appealing option for fleet operators who would otherwise have few practical ways to reduce the impact of their vehicle emissions. In essence, these offsets are contracts to invest in projects and technologies that remove carbon dioxide from the atmosphere. Enterprise Fleet Management can help you purchase these offsets through a trusted third-party partner, TerraPass.</p> <p>TerraPass invests in alternative-energy projects to remove harmful greenhouse gases from the atmosphere. Enterprise Fleet Management — through the Enterprise Holdings</p>

Foundation, our philanthropic arm — will also match a portion of each customer's greenhouse gas offset purchase.

Energy and Facilities Management

Enterprise Fleet Management's corporate office in St. Louis received LEED Gold Certification from the U.S. Green Building Council's green building rating program — the second-highest LEED certification available.

The building was certified, in part, for:

- being built on previously developed land to reduce the impact on virgin ground.
- installing low-flow fixtures that reduce the building's water use by 46 percent.
- using LED lighting fixtures that reduce the electricity used for lighting by 56 percent.
- recycling and repurposing 92 percent of construction waste, which reduces the amount of material sent to landfills.

Corporate Social Responsibility Policy

Owned by the Taylor family of St. Louis, Enterprise Fleet Management is an affiliate of Enterprise Holdings, the largest car rental company in the world. From our executive suite to our branch locations, we know that healthy and prosperous communities are the lifeblood of our business. That is why Enterprise Holdings and Enterprise Fleet Management are committed to promoting long-term community growth and prosperity — through our economic impact and employment, local foundation grants, global philanthropic initiatives, corporate sustainability, and, of course, sustainable transportation options.

We believe that strong business growth is built on putting the needs of customers, the growth of employees, and the health of local communities first. Through our global Corporate Social Responsibility (CSR) efforts, we are investing in making our business and our world a better place through initiatives that:

- promote the viability of mobility and alternative fuels.
- increase access to fuel-efficient vehicles.
- improve the resource efficiency of our operations.
- minimize waste throughout the lifecycle of our vehicles.
- minimize the impact of vehicle leasing and rental by offering carbon offsets that support renewable energy projects.
- support causes that improve the quality of life in local communities.
- enhance relief efforts in the wake of natural disasters.

In addition to these efforts, a robust set of policies and a CSR Governance Council guide our approach to sustainable business management. The most important of these policies and programs are summarized below:

- Carbon Offsets
 - Duty of Care
 - Supplier Code of Conduct
 - Human Rights
 - Safety Recalls
 - Workplace Ethics
 - Employment and Equal Opportunity
 - Founding Values
 - Privacy and Safe Harbor
 - Subsidiaries and Franchisees
- Sustainable Maintenance Programs

When it comes to sustainable transportation, our approach is quite simple — little things can make a big difference. As a result, corporate sustainability is an ongoing pursuit to shrink our impact.

For example, we recycle, repurpose and reduce materials wherever possible. Our thorough vehicle maintenance program also helps lower costs, divert waste from landfills and reduce reliance on non-recycled materials.

Our commitment to sustainability is based on both a comprehensive understanding of critical details as well as the long-term picture of success. Reducing our environmental impact is ultimately about making responsible choices and following sustainable business practices:

- Managing Materials Responsibly
- Recycling Windshields
- Prioritizing Fuel Efficiency
- Renewing License Plates
- Using Water-Based Paints
- Re-Refining Oil and Recycling Filters
- Repurposing Tires

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While Enterprise Fleet Management does not qualify as a minority- or woman-owned business, our company has a Supplier Diversity program which is a strategic initiative to grow our business by utilizing such businesses. Purchasing goods and services from businesses that are classified as small, minority-owned, woman-owned and other nationally or federally recognized designations solidifies Enterprise as a responsible corporation and a driver of economic growth.</p> <p>Good Faith Plan</p> <p>Our commitment to the principles of equal employment opportunity (EEO) and affirmative action (AA) is communicated in our employee handbook, posted in all branch offices companywide, and integrated in our mandatory companywide diversity training.</p> <p>Small Business Enterprise (SBE) & Minority and Women Business Enterprise (MWBE)</p> <ul style="list-style-type: none"> • Identify opportunities for SBE/MWBE certified vendors to provide goods and services. • Send letters to interested SBE/MWBE vendors encouraging them to contact us with proposals in regard to providing goods and services and keep a log of all letters, contacts, responses, and nonresponses. • Encourage other vendors who may be eligible to apply for certification and assist each SBE/MWBE contacted that needs assistance in obtaining bonding, lines of credit, or insurance as required • Negotiate in good faith with interested SBE/MWBE Certified Vendors • Join and support local and national minority, women, and small business organizations. • Advertise in local and national DBE-focused publications for vendors that can provide needed goods and services. • Encourage drivers to utilize DBE & MWBE vendors for maintenance and repair based on each company's needs. • In addition, Enterprise and National are also members of numerous local programs including NMSDC affiliates, ethnic chambers, NAWBO chapters, WBENC regional chapters, Urban Leagues, etc.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>At Enterprise Fleet Management, we believe the following are differentiating factors that distinguish us from the competition:</p> <ul style="list-style-type: none"> • Fleet Expertise/Experience: Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are keenly aware of industry trends, recalls, vehicle values, new model enhancements, regulatory issues, manufacturer updates, and more. • Sales force & Infrastructure: Our local account team presence — more than 50 fleet locations nationwide and over 500 fleet professionals locally along with our manufacturer relationships differentiate us from the competition. Enterprise has local offices around the country with teams who can meet face-to-face and serve our customers. • Total Cost of Ownership Approach: Through managing our own fleet of vehicles, we are experts at analyzing each cost bucket to ensure that we are operating at the lowest cost of ownership and we bring this forth to our clients as well. • Logistics: We are constantly picking up, delivering, and moving our own fleet units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers. • Vehicle Resale: Our more than 700 experienced remarketing professionals are what make the Enterprise service so effective. We invest more in this area of business than any of our competitors, and we have a wide network of remarketing offices across the nation. We use our knowledge and experience to remarket vehicles through the appropriate channels to maximize the sales price. • Physical Damage Claims and Subrogation: As a company, we are self-insured and have in-house teams that handle subrogation and claims services. Because this affects our bottom line, we have unmatched experience, resources and employees managing this area, and this greatly sets us apart from our competitors.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranties vary by manufacturer, vehicle type, make and model, etc.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty details — including any mileage limits or other restrictions — vary by manufacturer, vehicle type, make and model, etc. We will advise and advocate on behalf of our customers when needed as well. Because we maintain strong relationships with vehicle manufacturers and our dealer partners, we can often work directly with them to help recuperate warranty costs for our customers on a case-by-case basis.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most standard vehicle warranties do not cover these expenses.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This will depend on the manufacturer's dealer network. When needed, Enterprise's National Service Department will work with the drivers to find an approved shop for warranty services that is close to their location. Because of the vast network of dealers that our company utilizes, we are able to easily manage these situations for our customers.
50	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?	All warranty coverages are provided by the applicable manufacturer.
51	What are your proposed exchange and return programs and policies?	In most cases, Enterprise will acquire vehicles that are new from the factory and under the manufacturer warranty. We will also proactively plan with each member to ensure they are ordering the specific vehicles that are needed, including make/model, available options, any additional equipment or up-fitting required, etc. Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that Sourcewell is using the most cost-efficient vehicles for your needs. We will work with Sourcewell to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by Sourcewell.
52	Describe any service contract options for the items included in your proposal.	Enterprise Fleet Management's goal is to provide Sourcewell with the most comprehensive service possible. To do this, we offer several additional options for convenience and maximum efficiency: Fuel Card We partner with WEX for fuel card services. The WEX fuel card management program offers three main benefits: <ul style="list-style-type: none">• Convenience: Card accepted at more than 180,000 U.S. locations• Security: Cards with driver identification issued to the driver assigned to the vehicle• Control: Card program offers various controls to help manage your fleet's fueling expenses WEX offers product-type control, merchant control, real-time alerts, and flexible exception reporting as powerful tools to monitor abuse. Exceptions include total dollars spent, total gallons filled, days of the week, time, type of fuel, etc. In addition to the exception report sent monthly, WEX also offers flexible exception reporting, which reports exceptions via email on a daily, weekly, or monthly basis. Your account management team will work with you to establish exceptions that can be viewed on a monthly report. In addition, the WEX Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: <ul style="list-style-type: none">• Review transaction activity• Identify potentially abusive or fraudulent behavior• Notify customers when such behavior occurs GPS Our fleet vehicles can be equipped with a Geotab telematics device. This functions as a GPS tracking device, with additional options such as driver safety, odometer capture, accelerometer, and engine diagnostics. Geotab's unique technology provides added value to your fleet and your business by addressing the following needs: <ul style="list-style-type: none">• Safety: Breakthrough accident detection, safer driving behavior, in-

		<p>vehicle driver coaching</p> <ul style="list-style-type: none"> • Cost Reduction: Lowered worker's compensation claims, lowered bent metal costs • Productivity: Real-time and archived GPS vehicle tracking, route optimization, fuel consumption monitoring • Engine Health: Engine diagnostics, improved preventative maintenance, overall improved vehicle health • Compliance: Accurate HOS and/or IFTA reporting <p>Enterprise's customer data shows that Geotab has reduced miles traveled and fuel costs, increased fleet productivity, improved workforce utilization, improved service response times and reduced downtime related to maintenance issues. We have also seen an improvement in driver safety through the accelerometer component of our solution.</p> <p>Full Maintenance Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.</p> <ul style="list-style-type: none"> • Monthly cost is fixed for the term of the vehicle • Coverage is available up to 100,000 miles • Covers all routine services recommended by the manufacturer • Covers all unexpected repairs (not related to damage or neglect) • 24/7 roadside assistance and towing is included • Brakes, tires, and loaner vehicles can be included • Windshield repair, fueling service, and other miscellaneous items are available • Sourcewell can set up and send automatic service reminders through Enterprise's website <p>Maintenance Management With Enterprise's Maintenance Management program, authorization and maintenance / repair limits are similar to our Full Maintenance program. Enterprise manages the process and contacts the client when additional approval is needed. Through this program, repairs are charged as needed and passed directly through to Sourcewell for a flat monthly fee.</p> <p>Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value.</p>	*
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	Providing completely satisfied service to Sourcewell is important to us. As a result, we plan to collect ESQI feedback from Sourcewell drivers and employees twice a year, and annually from management. This feedback will allow us to highlight areas of improvement and areas of success.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Our performance as Sourcewell's fleet management partner is measured by success in three core areas, customer satisfaction, customer retention and fleet growth. We strive to reduce our customers' total cost of ownership in several categories, including maintenance costs, fuel spend, acquisition costs and resale gain. Some of the ways in which we accomplish this include:</p> <ul style="list-style-type: none"> • Active management of vehicle lifecycle to minimize fuel and maintenance spend • Annual fuel and maintenance spend benchmarking to decrease total cost of ownership • Comparison of vehicle makes and models to provide better total cost of ownership • Increased equity gain at disposal through proactive fleet planning and forecasting • Continuing review of resale market to identify best disposal method and holding period • Comparison of Enterprise resale performance against industry standards • Management of Sourcewell incentive programs to reduce acquisition costs • Review of vehicle application to "right-size" makes and models that are best suited for Sourcewell needs • Review driver and administrator feedback to maximize driver satisfaction 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	<p>Payment Terms</p> <p>Payment terms are Net 30.</p> <p>Payment</p> <p>Enterprise offers several payment options to our clients:</p> <ul style="list-style-type: none"> • Direct debit – payments are withdrawn on the 20th of each month • One-time ACH – can be completed via phone or email • Check – can be mailed or overnighted to Enterprise • Wire/ACH push – can be set up through Enterprise’s bank
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.</p> <p>Enterprise offers four types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, Prepaid Lease, and Finance.</p> <ul style="list-style-type: none"> • Open-Ended Equity Lease: flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the company/agency can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the company/agency the difference. • Closed-End Lease: allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles. • Prepaid Lease: allows the lessee to take advantage of discounted interest rates by paying all rent up front. • Traditional Purchase Finance: allows Sourcewell to take ownership of the vehicle at the end of the financed/lease term without paying the reduced book value. <p>Open-Ended Lease</p> <p>Agencies commonly find it difficult — sometimes impossible — to fund a healthy vehicle lifecycle. Many of these organizations turn to a bridge funding mechanism to facilitate their necessary vehicle replacements. Enterprise Fleet Management features an Open-Ended Lease product to help bridge any funding gaps. Our Open-Ended Lease is characterized by:</p> <ul style="list-style-type: none"> • Improved cash flow • No mileage restrictions or wear-and-tear charges • Flexible financing options • Customized terms for use and type of vehicle • Retention of ownership rights <p>In most programs, a vehicle would be purchased outright from the capital budget and kept in-fleet until a specified time when it was sold. However, to increase flexibility, our Open-Ended Lease allows for funding of only the time the vehicle is used. This approach allows companies to pay the minimum value for the use of the vehicle on a monthly basis, improving cash flow.</p> <p>The mechanics of this lease involve financing the difference between the vehicle’s purchase price and a conservative Reduced Book Value (RBV), which is based upon the anticipated market value in consideration of the vehicle’s age and application.</p> <p>Lease Terms</p> <p>Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our Open-Ended Leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.</p>

57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have attached our sample contracts.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We cannot accept a P-card payment at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Inclusive, Upfront Pricing Calculating fleet expenses to account for both direct and indirect costs can be difficult. That's why we provide inclusive pricing upfront as well as predictive cost tools. We think you deserve a clear view of all costs moving forward to plan for spending throughout the year – and beyond.</p> <p>Integrity and Transparency We don't believe in complicated contracts or hidden fees. Our Client Strategy Managers will only provide honest, informed recommendations that benefit your business. You'll also have access to the same fleet information through our Client Website, ensuring you see what your Client Strategy Manager sees, and can work with them to maximize your investment.</p> <p>Flexible Options Enterprise Fleet Management offers a variety of fleet leasing and financing services. We want our clients to be able to choose the financing plan that works best for their business and operating needs, whether they need an open-end, close-end, or self-funded program. We'll adapt to your needs.</p> <p>We have uploaded our pricing materials as instructed.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5-25 percent off the manufacturer's suggested retail price (MSRP). For example, the MSRP for a typical Ford Explorer would be \$36,540. With our purchasing power and discounts provided to Sourcewell Members, the delivered price would be \$31,232, 15% savings. In some cases the manufactures do offer free options that provide additional discounts, if available. Capitalized cost is the factory invoice, less manufacturer-provided incentives less any applicable advertising	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Through a team of incentive analysts at our operations headquarters, partnerships with manufacturers, and relationships with dealers, we work to get the best incentives available for our customers. The team tracks a wide range of retail incentives and enters those in our database, which compares them to the standard fleet, association, and upfit incentives that may be applicable. Through our relationships with manufacturers and zone representatives, we work to obtain and maximize any special or client-specific incentives available. Manufacturers sometimes provide us with special incentives that are not available through other avenues and we use those as needed.</p> <p>For ancillary programs such as Full Maintenance and Maintenance Management, additional discounts on parts and labor are passed through to our customers.</p>	*

62	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.	<p>Enterprise will provide a quote for each sourced product that will include any discounts that Enterprise receives. We do not mark-up any quotes or charge for coordinating supply or installation — this is a part of Enterprise’s standard service.</p> <p>Enterprise Fleet Management will coordinate the up-fit of any needed aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment in a work-ready state.</p> <p>Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on behalf of the member agency to leverage volume discounts and deliver the lowest possible price on any needed equipment.</p> <p>The equipment can be billed up front or capitalized as a part of the lease structure. In both scenarios, the member will own the equipment at the conclusion or termination of the lease.</p> <p>Enterprise is able to sell customer-owned units as an additional benefit if the end user signs our consignment agreement. We have included a sample consignment agreement.</p>	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for registering a vehicle are passed through directly to the end user. All other costs are addressed throughout our provided pricing offerings.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For a majority of our deliveries, vehicles will be sent to the dealer that is closest to the end user so they can pick up the unit directly. We can also coordinate with the dealer or our own employees to deliver the vehicles. Certain charges may apply based on distance to the driver and other factors.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Enterprise has a large network of dealerships throughout these regions that can assist with vehicle logistics and delivery. Along with our dealer network, we have a large number of employees within these regions — either through an Enterprise Fleet Management office or an affiliate Enterprise Rent-A-Car or National Car Rental rental location — who are available to assist with vehicle delivery and pick-up.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Enterprise employs one of the largest teams of drivers in the industry. This allows us to quickly and easily manage vehicle logistics for our fleet customers.</p> <p>Because we own and operate 1.85 million units worldwide, together with affiliate Enterprise Holdings, we are constantly picking up, delivering, and moving our own fleets units, which gives us an inherent understanding and ability to navigate these situations quickly and efficiently for our fleet customers.</p>	*

Table 11A: Pricing Grid: Acquisition Terms

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
67	Interest Rate Index Used	3 year t-bill Canadian 3yr Bond	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points
68	Basis Points	US: 350 Canada: 300	US: 350 basis points over 3 year t-bill Canada: Canadian 3yr Bond + 300 basis points
69	Domestic Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)
70	Foreign Factory Order Vehicles	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)	US: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$60 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location) Canada: Manufacturer Published Invoice Less Applicable Incentives Less (-) Applicable Advertising plus (+) \$275 acquisition fee plus (+) courtesy delivery fee (variable \$150-\$450 depending on location)
71	Domestic Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee
72	Foreign Dealer Stock Vehicles	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee	US: Dealer Provided Invoice Less (-) Applicable Incentives plus (+) \$60 acquisition fee, subject to dealer availability Canada: Base Purchase Price from Dealer Less (-) Applicable Manufacturer Incentives Plus (+) Courtesy Delivery Fees \$150-\$450 depended on Delivery Location Plus (+) \$275 Acquisition fee

Table 11B: Pricing Grid: Incentives

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
73	Federal Tax Incentives	100%	100% of end user eligible incentives are passed to the member *
74	State Tax Incentives	100%	100% of end user eligible incentives are passed to the member *
75	Manufacturer Incentives	100%	100% of end user eligible incentives are passed to the member *

Table 11C: Pricing Grid: Maintenance & Fees

Provide detailed pricing information in the table below.

Line Item	Type	Charged/Percentage	Details
76	Fixed Maintenance	Variable (Avg. \$60-\$90) per month per vehicle	Pricing on average is \$60-\$90 based on vehicle type and anticipated miles and usage driven over term, the pricing can also be modified to include or exclude brakes and tires depending on what is the best interest of the member, Coverage is available up to 100,000 miles, covers all routine maintenance recommended by the manufacturer and any unplanned repairs that come up as long as they are not abuse. *
77	Occurance Maintenance	\$6 per month card fee per vehicle plus cost of service and parts	\$6 per month card fee per vehicle plus cost of service and parts *
78	Management Fee	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles	0.10% for Factory Ordered Vehicles / 0.15% for Dealer Stock Vehicles *
79	Service Charge	US \$400.00 Canada \$495.00	US \$400.00 Canada \$495.00 *
80	Lease Termination Fee	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14.	\$0 Termination Fee for Equity Leases, Termination Fees for Net Leases are an amount equal to three months rent plus 30% of the total rent due under the master walk away lease agreement section 14. *
81	Interim Interest Yes/No, How is it calculated?	NO	N/A *
82	Resale Fee	\$395	For each Vehicle sold, the End User "Member" shall pay Enterprise a fee of \$395.00 ("Service Fee") plus towing at prevailing rates, applies to member owned/non-leased units *
83	Provide fees not listed + rate	Optional services offered	Enterprise Fleet Management offers additional services to our clients, these programs and plans are described in the technical proposal under the pricing grid. *

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
84	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
85	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Enterprise will set a pricing plan up for the Sourcewell program within our system. This pricing plan will be hard-coded for all Sourcewell members and cannot be deviated from by any sales or support team member. Quarterly, we will review deliveries that have been placed and delivered through the Sourcewell program to ensure compliance and accuracy. We will provide a detailed breakdown to Sourcewell monthly or quarterly for review depending on preference.
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Example metrics to be tracked and measured are new customers utilizing the awarded contract, total orders and total deliveries. Our goal is to create lifelong relationships with all of our Enterprise customers. As a result, we collect customer satisfaction results from a variety of sources to ensure we are meeting our customers' needs. Those sources include our internal Service Quality index (SQi) process, external surveys such as the J.D. Power Satisfaction Survey, and a range of other customer service inquiries. The results are closely monitored, and any necessary changes are made to improve customer satisfaction.
87	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 the RFP and template Contract for additional details.)	Enterprise will offer Sourcewell and your members access to our fleet management program and pay Sourcewell a quarterly marketing fee based upon the volume of Combined New Deliveries generated as defined below. Deliveries to qualified members during the term of the contract is \$125.00 per new delivery. Qualified members are eligible members who utilize the Agreement between Sourcewell and Enterprise Fleet Management as an approved means to satisfy proper due diligence and competitive requirements. Enterprise Fleet Management retains the right to offer discounted promotional pricing on a market by market basis.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
88	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Enterprise Fleet Management offers a full range of customizable fleet solutions to our customers, including:</p> <ul style="list-style-type: none"> • Total cost of ownership analysis and comparisons • Dedicated local account team assigned to each client to make ongoing cost saving recommendations • Company fleet policy consultation • Insurance consultation and programs • Customizable lease options and financing • Detailed driver analysis • Fleet selection and acquisition • Maintenance and fuel program management for both leased and client owned vehicles • Four-year cost model development • License, title and renewal services for both leased and client owned vehicles • Customizable website dashboard with near real-time data and reporting • Remarketing and resale for both leased and client owned vehicles • Driver Safety programs
89	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Our clients enjoy the benefits of Enterprise's sustained 65-year investment in infrastructure that enables us to quickly and efficiently move vehicles into and out of service. This includes 150 staging grounds throughout the U.S. and Canada staffed by 700 dedicated remarketing specialists, as well as 800 professionals at our corporate office. We have teams dedicated to specific aspects of our service, including License and Title, Maintenance, Risk Management, Accounting, Information Technology, and Vehicle Acquisition.</p> <p>As a result, Enterprise Fleet Management is able to provide Sourcewell with a complete fleet management program that includes:</p> <ul style="list-style-type: none"> • Fleet cost analysis • Company fleet policy constitution • Insurance consultation • Detailed driver analysis • Fleet selection • Maintenance and fuel program management • Customized fleet plan based on your specific needs <p>We also provide a range of ancillary solutions to address specific needs throughout the vehicle lifecycle:</p> <ul style="list-style-type: none"> • Universal fuel card management • Personal-use reporting • Vehicle sharing technology • Maintenance services from ASE-certified technicians • Accident Management services from I-CAR certified professionals • Insurance coverage through our broker, Lockton

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
90	Services for the acquisition by Sourcewell participating entities, whether by lease or financing, of on-road vehicles of all types or classifications, all weight classes, and all engine types	<input checked="" type="radio"/> Yes <input type="radio"/> No	As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. This includes specialty vehicles and Emergency Response Vehicles. *
91	New vehicle service and preparation for the vehicles described in Line 90 above, such as, pre-delivery inspection, parts and accessories installation, and vehicle marking application or installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
92	Preventative maintenance plans, vehicle maintenance and repair services, and related service level agreements for Sourcewell participating entity on-road vehicle fleets of all types	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services. *
93	In addition to the solutions described in Lines 90-92 above, proposers may include a complementary offering of the following ancillary services: i. Short-term rental programs; ii. Upfitting of after-market programs; iii. Fleet management information technologies, such as: telematics, fleet monitoring, fuel management, fuel tank management, and motor pool/fleet sharing software and systems; iv. Roadside assistance including towing, emergency towing, and repairs; v. Installation, operation, and maintenance of dedicated charging and fueling stations; and vi. Vehicle battery longevity monitoring and replacement plans.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Through our Fleet Management programs we are able to offer all of these services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure our submission document(s) conforms to the following :

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing-Final.xlsx - Tuesday March 01, 2022 14:16:51
- [Financial Strength and Stability](#) - Enterprise Financial Stability.pdf - Tuesday March 01, 2022 14:16:39
- [Marketing Plan/Samples](#) - Sample Marketing Plan.pdf - Tuesday March 01, 2022 14:19:21
- [WM8E/M8E/S8E or Related Certificates](#) - Wade Ford 2022 GMSDC Certificate.pdf - Tuesday March 01, 2022 14:27:57
- [Warranty Information](#) - Sample Warranty Information.pdf - Tuesday March 01, 2022 14:26:14
- [Standard Transaction Document Samples](#) - Sample Quote 2427574.pdf - Tuesday March 01, 2022 15:27:53
- [Upload Additional Document](#) - Sourcewell Submission.zip - Tuesday March 01, 2022 14:20:22

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Dain Giesie, Assistant Vice President, Enterprise Fleet Management, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Fleet_Mgmt_Services_RFP_030122 Mon February 21 2022 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Fleet_Mgmt_Services_RFP_030122 Thu February 17 2022 08:53 AM	<input checked="" type="checkbox"/>	3
Addendum_1_Fleet_Mgmt_Services_RFP_030122 Thu January 13 2022 04:26 PM	<input checked="" type="checkbox"/>	1



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 11.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Bernardo Iniguez, Director of Public Works/Facilities
Douglas Benash, P.E., City Engineer
**SUBJECT: ACCEPTANCE OF THE VARIOUS RESIDENTIAL STREET IMPROVEMENTS PROJECT
FY 2022-2023 (CIP NO. 3919) AS COMPLETE**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Accept the Various Residential Street Improvements FY 2022-2023 Project as complete, and
2. Authorize staff to file the Notice of Completion.

BACKGROUND/DISCUSSION:

On March 11, 2024, the City Council approved the plans and specifications for the Various Residential Street Improvements Project FY 2022-2023 ("Project") and authorized staff to solicit bids for the Project. The scope of work consisted of excavation and/or cold milling of existing AC Pavement, removal and reconstruction of AC pavement, reconstruction of sidewalk, driveways, curb ramps, an alley intersection, curb and gutter, cross gutters, adjusting of utility manhole frames and covers to finished grade, striping and markings, construction survey, material testing, and all other items not mentioned but indicated in the plans and specifications.

On April 4, 2024, the City received a total of six (6) bid proposals for the Project. Staff conducted a bid analysis to ensure the lowest, responsible bid met all of the requirements in the Project specifications, including complying with all applicable local, state and federal requirements. Based on the analysis, staff recommended awarding a construction contract to Sequel Contractors, Inc. ("Sequel"), as the lowest responsive and responsible bidder.

On June 10, 2024, the City awarded the construction contract to Sequel for the base bid amount of \$608,995.50 and Additive Bid "A" in the amount of \$190,886.40, for a total contract amount of \$799,881.90.

Construction began on July 15, 2024, and was completed on October 3, 2024. The Project Inspector conducted their final inspection, reviewed the Project documents, and determined that the Project was completed satisfactorily and in conformance with the Project's plans and specifications. The final working days were fifty-four (54) and the final total construction cost was \$789,709.55.

CONCLUSION:

The City Council's acceptance of the Project as complete is required to allow the City Clerk to file the Notice of Completion with the LA County Registrar-Recorder. If there are no subcontractor claims or liens received within a 35-day period after the filing of the notice, the City will then release retained Project funds to Sequel.

FISCAL IMPACT:

The City's budget for the Project was \$1,064,678 and it included \$39,765 in TDA; \$599,913 in Measure R; \$175,000 in Measure M; and \$250,000 in Prop C funds. The Project was completed within budget. The remaining unexpended balance \$53,609.50 will be returned to the Measure M fund.

The Project expenditures were as follows:

Design	\$61,500.00
Construction Management & Inspection	\$48,237.00
Project Management	\$31,079.00
Funding Administration	\$11,655.00
Topographical Survey	\$36,708.00
Geotechnical Investigation	\$30,850.00
Construction Costs	\$789,709.56
Publication & Misc. Costs	\$1,330.00
FINAL PROJECT COST	\$1,011,068.56

ATTACHMENTS:

Exhibit 1 - Notice of Completion

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RECORDING REQUESTED BY
CITY OF BELL GARDENS
AND WHEN RECORDED MAIL TO

NAME CITY OF BELL GARDENS
CITY CLERK
STREET ADDRESS 7100 S. GARFIELD AVE
CITY BELL GARDENS, CA 90201
STATE
ZIP

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Bell Gardens
3. The full address of the owner is 7100 S. Garfield Avenue, Bell Gardens, CA 90201
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. A work of improvement on the property hereinafter described was substantially completed on 07/11/2024. The work done was:

Various Residential Street Improvements Project FY 2022-2023 (CIP NO. 3919).

7. The names of the contractor, if any, for such work of improvement was Sequel Contractors, Inc 06/10/2024

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

8. The property on which said work of improvement was completed is in the City of Bell Gardens

County of Los Angeles, State of CA, and is described as follows: Various City Streets

9. The street address of said property is See Exhibit A

(If no street address has been officially assigned, insert "none".)

Dated _____ Michael B. O'Kelly, City Manager
(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Bell Gardens, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Bell Gardens, CA

Daisy Gomez, City Clerk
(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

EXHIBIT A

The Various Residential Street Improvement Project FY 2022-2023 (CIP No. 3919) included the following street segments:

- Granger Avenue from Florence Avenue to Florence Place
- Foster Bridge Boulevard and Scout Avenue Intersection
- Florence Avenue from Garfield Avenue to Granger Avenue
- Otto Street from Emil Avenue to Cul-de-sac
- Emil Avenue from Suva Street to Foster Bridge Boulevard
- Watcher Street from Jaboneria Road to Darwell Avenue



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 12.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Bernardo Iniguez, Director of Public Works/Facilities
Douglas Benash, P.E., City Engineer
SUBJECT: ACCEPTANCE OF THE CITYWIDE SHARED BIKE LANE RE-STRIPING PROJECT (CIP NO. 3934) AS COMPLETE
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Accept the Citywide Shared Bike Lane (Sharrow) Re-striping Project; CIP No. 3934 as complete, and
2. Authorize staff to file the Notice of Completion.

BACKGROUND/DISCUSSION:

The scope of work consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract documents. The general items of work included the removal and replacement of the existing shared bike lane "sharrow" legends on Eastern Avenue, Florence Avenue, Florence Place, Gage Avenue, and Garfield Avenue with a new thermoplastic white cyclist over a lime green background for higher visibility. A total of 243 sharrows were completed. The specifications indicated that the contractor shall complete all work as specified in the Base Bid within twenty (20) working days.

On May 13, 2024, the City Council approved the plans and specifications and authorized staff to solicit bids for the Citywide Shared Bike Lane (Sharrow) Re-Striping Project. On June 11, 2024, the City received a total of two (2) bid proposals for the project. Staff conducted an analysis of the apparent lowest bidder Sterndahl Enterprises (Sterndahl). This analysis included a review of their bid schedule, bid bond, license, references, and all required documentation. Sterndahl's license is current and active, and reference checks revealed that the contractor's previous projects were completed satisfactorily, with no contractor-initiated change orders. The Contractor's DIR Registration and AM Best Rating Check were also reviewed and deemed satisfactory. It was determined that Sterndahl was the lowest responsive and responsible bidder. On June 24, 2024, the City awarded the construction contract to Sterndahl in the amount of \$111,640.

Construction began on August 12, 2024, and on September 24, 2024, Sterndahl completed the construction of the Citywide Shared Bike Lane (Sharrow) Re-striping Project. The Project Inspector conducted their final inspection, reviewed the project documents, and determined that the project was completed satisfactorily and in conformance with the project's plans and specifications. It should be noted that the final working days were thirteen (13) and the final total construction cost is \$124,642.11.

CONCLUSION:

Staff respectfully request that the City Council accepts the construction contract for the Citywide Shared Bike Lane

(Sharrow) Re-stripping Project as complete and authorize the City Clerk to file the Notice of Completion.

FISCAL IMPACT:

The City's budget for FY 2023-2024 included \$85,000 of Measure M funding. Staff requested an additional appropriation of \$23,000 of Measure M funds and \$34,790 from undesignated FY 2024-2025 TDA Article 3 funds to cover the total estimated Project expenditures. The total budget for this project was \$142,790. The project was completed on budget.

ATTACHMENTS:

Exhibit 1 - Notice of Completion

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RECORDING REQUESTED BY
CITY OF BELL GARDENS
AND WHEN RECORDED MAIL TO

NAME CITY OF BELL GARDENS
CITY CLERK
STREET ADDRESS 7100 S. GARFIELD AVE
CITY BELL GARDENS, CA 90201
STATE
ZIP

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Bell Gardens
3. The full address of the owner is 7100 S. Garfield Avenue, Bell Gardens, CA 90201
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. A work of improvement on the property hereinafter described was substantially completed on 9/24/2024. The work done was:

Citywide Shared Bike Lane (Sharrow) Re-Striping Project (CIP NO. 3934).

7. The names of the contractor, if any, for such work of improvement was _____

Sterndahl Enterprises LLC

06/24/2024

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

8. The property on which said work of improvement was completed is in the City of Bell Gardens

County of Los Angeles, State of CA, and is described as follows: Various City Streets

9. The street address of said property is See Exhibit A

(If no street address has been officially assigned, insert "none".)

Dated _____

Michael B. O'Kelly, City Manager

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Bell Gardens, the declarant of the foregoing Notice of Completion:

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Bell Gardens, CA

Daisy Gomez, City Clerk

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

EXHIBIT A

The Citywide Shared Bike Lane (Sharrow) Re-Striping Project (CIP No. 3934) included the sharrows located on following streets:

- Eastern Avenue from northerly City boundaries to southerly City boundaries
- Florence Avenue from westerly City boundaries to easterly City boundaries
- Florence Place from westerly City boundaries to easterly City boundaries
- Gage Avenue from westerly City boundaries to easterly City boundaries
- Garfield Avenue from northerly City boundaries to southerly City boundaries



CITY OF BELL GARDENS OFFICE OF THE CITY MANAGER

AGENDA REPORT

TO: Honorable Mayor and City Council Members

FROM: Michael B. O’Kelly, City Manager

BY: Bernardo Iniguez, Director of Public Works/Facilities
Douglas Benash, P.E., City Engineer

SUBJECT: **ACCEPTANCE OF THE CITYWIDE SHARED BIKE LANE (SHARROW) RE-STRIPING PROJECT (CIP NO. 3934) AS COMPLETE**

DATE: October 28, 2024

Information To Show On Agenda Below Title:

Consideration of acceptance of the Citywide Shared Bike Lane (Sharrow) Re-Striping Project as Complete.

RECOMMENDATION:

It is staff’s recommendation that the City Council:

- 1) Accept the Citywide Shared Bike Lane Re-striping Project; CIP No. 3934 as complete; and
- 2) Authorize staff to file the Notice of Completion.

BACKGROUND/DISCUSSION:

On May 13, 2024, the City Council approved the plans and specifications and authorized staff to solicit bids for the Citywide Shared Bike Lane (Sharrow) Re-Striping Project (“Project”) and authorized staff to advertise and solicit bids for the Project. The scope of work consisted of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract documents. The general items of work included the removal and replacement of the existing shared bike lane "sharrow" legends on Eastern Avenue, Florence Avenue, Florence Place, Gage Avenue, and Garfield Avenue with a new thermoplastic white cyclist over a lime green background for higher visibility.

On June 11, 2024, the City received a total of two (2) bid proposals for the Project. Staff conducted an analysis of the apparent lowest bidder Sterndahl Enterprises (Sterndahl) to ensure the lowest, responsible bid met all of the requirements in the Project specifications, including complying with all applicable local, state and federal requirements. Based on the analysis, staff recommended awarding a construction contract to Sterndahl as the lowest responsive and responsible bidder. On June 24, 2024, the City awarded the construction contract to Sterndahl in the amount of \$111,640.

Construction began on August 12, 2024, and was completed on September 24, 2024. The Project Inspector conducted the final inspection, reviewed the Project documents, and determined the Project was completed satisfactorily and in conformance with the Project's plans and specifications. The final working days were thirteen (13) and the final total construction cost was \$117,922.11, including two (2) change orders for additional sharrow painting work and traffic control.

CONCLUSION:

The City Council's acceptance of the Project as complete is required to allow the City Clerk to file the Notice of Completion with the LA County Registrar-Recorder. If there are no subcontractor claims or liens received within a 35-day period after the filing of the notice, the City will then release retained Project funds to Sterndahl.

FISCAL IMPACT:

The City's FY 2023-2024 CIP budget included \$85,000 in Measure M funding. Staff requested an additional appropriation of \$23,000 in Measure M funds and \$34,790 from FY 2024-2025 TDA Article 3 funds to cover the total estimated Project expenditures. The Project was completed within budget. The remaining unexpended balance \$1,630.39 will be returned to the Measure M fund.

The complete Project expenditures were as follows:

Design	\$6,677.50
Construction Management & Inspection	\$9,197.00
Project Management	\$4,398.00
Funding Administration	\$1,675.00
Construction Costs	\$111,640.00
Contract Change Order No. 1	\$4,032.11
Contract Change Order No.2	\$2,250.00
Publication & Misc. Costs	\$1,290.00
FINAL PROJECT COST	\$141,159.61

ATTACHMENTS:

Exhibit 1 – Notice of Completion

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 13.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Bernardo Iniguez, Director of Public Works/Facilities Karla Gonzalez, Senior Management Analyst
SUBJECT:	CONSIDERATION OF A RESOLUTION APPROVING A THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR COST SHARING OF IMPLEMENTATION OF A WATERSHED MANAGEMENT PROGRAM AND COORDINATED INTEGRATED MONITORING PROGRAM
DATE:	October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Third Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for Cost Sharing of Implementation of a Watershed Management Program and Coordinated Integrated Monitoring Program.

BACKGROUND/DISCUSSION:

On November 8, 2012, the Los Angeles Regional Water Quality Board (Regional Board) adopted Order No. R4-2012-0175 revising the waste discharge requirements for Municipal Separate Storm Sewer System (MS4) discharges within the coastal watersheds of Los Angeles County covered by NPDES Permit No. CAS004001 (2012 MS4 Permit). The 2012 MS4 Permit became effective on December 28, 2012, and regulated the water quality of urban runoff in cities within most of Los Angeles County, including Bell Gardens. The 2012 MS4 Permit required that jurisdictions develop and implement a Watershed Management Program (WMP) and a Coordinated Integrated Monitoring Program (CIMP) specifying storm water quality programs that need implementation. In 2021, the Regional Board adopted Order No. R4-2021-0105 approving NPDES Permit No. CAS004004 (2021 MS4 Permit), which superseded the 2012 MS4 Permit. The 2021 MS4 Permit continued the requirement for jurisdictions to maintain a WMP and CIMP.

Neighboring jurisdictions have similar compliance requirements as they share storm drain facilities across jurisdictional boundaries. In 2013, Bell Gardens joined six local jurisdictions (Cities of Bell, Commerce, Cudahy, Huntington Park, Maywood, and Vernon) and the Los Angeles County Flood Control District (LACFCD) to create the Los Angeles River Upper Reach 2 (LARUR2) Sub-Watershed Committee, and collectively enter into a Memorandum of Understanding (MOU) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) to administer the LARUR2 WMP and CIMP.

On November 17, 2014, a First Amendment was executed to 1) hire a consultant to implement the WMP and CIMP; 2) establish a cost-sharing formula for implementation costs; and 3) extend the MOU through December 31, 2019. On April 9, 2020, the parties entered into a Second Amendment to extend the term of the MOU to December 31, 2024.

A Third Amendment is warranted to extend the term of the MOU through December 31, 2027, and to modify the financial terms to incorporate GWMA's direct and overhead costs to carry out its duties under the MOU. These costs will be in addition to the established cost-sharing formulas and will ensure continued compliance with the 2021 MS4 Permit.

CONCLUSION:

If approved the Third Amendment is approved, staff will process the Third Amendment for signatures to maintain compliance with the 2021 MS4 Permit requirements.

FISCAL IMPACT:

Funding for 2021 MS4 Permit implementation and monitoring fees is available in the FY 2024-2025 budget.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-89

Exhibit 2 - MOU with Exhibits

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY (GWMA) FOR THE CONTINUED ADMINISTRATION AND COST SHARING FOR IMPLEMENTATION AND MONITORING OF WATERSHED MANAGEMENT PROGRAM (WMP) AND COORDINATED INTEGRATED MONITORING PROGRAM (CIMP)

WHEREAS, the Municipal Separate Storm Sewer System (MS4) Permit (Order No. R4-2021-0105) was adopted by the California Regional Water Quality Control Board, Los Angeles Region on July 23, 2021; and

WHEREAS, the City of Bell Gardens manages stormwater facilities that drain into the Upper Reach 2 of the Los Angeles River (LAR) and is responsible for the protection and management of the water resources within its boundaries; and

WHEREAS, the City of Bell Gardens has joined with the Cities of Bell, Commerce, Cudahy, Huntington Park, Maywood, Vernon and Los Angeles County Flood Control District (Permittees) to form the Los Angeles River Upper Reach 2 (LARUR2) Sub-Watershed Committee to more effectively comply with certain elements of the MS4 Permit; and

WHEREAS, on August 19, 2013, Permittees and the Los Angeles Gateway Region Integrated Regional Water Management Authority (GWMA) entered into a Memorandum of Understanding (MOU) to authorize the GWMA to hire a consultant for preparing and delivering a Watershed Management Program (WMP) and a Coordinated Integrated Monitoring Program (CIMP); and

WHEREAS, on November 17, 2014, the Permittees approved the First Amendment to the MOU to 1) add implementation of the WMP and CIMP to the scope and purpose of the MOU; and 2) provide a separate cost-share formula for the implementation of the WMP and CIMP, subject to annual budget approvals in accordance with each Permittee's cost sharing allocation; and

WHEREAS, on April 9, 2020, the Permittees entered into a Second Amendment to extend the term of the MOU through December 31, 2024; and

WHEREAS, the Permittees wish to extend the MOU's term to maintain their existing beneficial relationship and cooperatively implement the WMP and CIMP to comply with the MS4 Permit's requirements with the support of GWMA's Consultant, including the process of updating the WMP and CIMP through adaptive management, and to update the financial terms of the MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council, after consideration of the staff report and discussion, hereby finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. Based upon the above recitals, the staff report accompanying this Resolution, and such other oral and written evidence, the Bell Gardens City Council hereby approves a Third Amendment to the Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, which is attached to the staff report as Exhibit 2.

SECTION 3. The City Council further authorizes and directs the City Manager to execute the Third Amendment and take all actions necessary to appropriate, implement and effectuate the intent of the City Council as set forth in this Resolution.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon approval.

PASSED, APPROVED, and ADOPTED this 28th day of October, 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
TO
EXTEND THE MOU'S TERM IN ORDER TO UPDATE AND CONTINUE
IMPLEMENTING A WATERSHED MANAGEMENT PROGRAM ("WMP") AND
COORDINATED INTEGRATED MONITORING PROGRAM ("CIMP") AS REQUIRED BY
THE REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION,
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NDPES) PERMIT FOR
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) DISCHARGES WITHIN THE
COASTAL WATERSHEDS OF LOS ANGELES AND VENTURA COUNTIES, ORDER NO.
R4-2021-0105 ("MS4 PERMIT")**

This **THIRD AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon ("Cities"), and the Los Angeles Flood Control District ("LACFCD"):

Recitals. This **THIRD AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Third Amendment, the term "Watershed Permittees" shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the "PARTIES"; and

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans," as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175, as amended ("MOU"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. On November 17, 2014, the PARTIES entered into a First Amendment to the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2)

provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocation; and

F. The GWMA, on behalf of the Parties, has hired a consultant, CWE Engineering ("Consultant"), to implement the Plans for the benefit of the Parties; and

G. On April 9, 2020, the PARTIES entered into a Second Amendment to the MOU in order to extend the MOU's term to December 31, 2024; and

H. On July 23, 2021, the Los Angeles Regional Water Quality Control Board approved a new MS4 Permit, which continues the WMP and CIMP permit compliance options; and

I. The PARTIES wish to again extend the MOU's term in order to maintain their existing beneficial relationship and cooperatively implement the Plans to comply with the MS4 Permit requirements with the support of GWMA's Consultant, including the process of updating the WMP and CIMP through adaptive management, and to update the financial terms of the MOU.

Agreement. The PARTIES agree that the following provisions of the MOU shall be amended as follows:

1. The term "MS4 Permit" shall hereafter refer to the "National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles and Ventura," Los Angeles Regional Water Quality Control Board Order No. R4-2021-0105, NPDES Permit No. CAS004004.

2. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2027, unless sooner terminated as provided herein."

3. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

a) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit A for Consultant and any other related expenses to which the PARTIES may agree in writing.

b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including reasonable legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. The MOU Costs added by GWMA to each invoice submitted to each Watershed Permittee shall be a percentage based on the following formulas:

- i. GWMA Members: If the Watershed Permittee is a GWMA Member, then the MOU Costs do not include the GWMA's estimated indirect, overhead costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the MOU Costs will range between zero percent (0%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board will establish the rate charged to recover the MOU Costs for the next fiscal year. The GWMA will provide the Representative fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- ii. Non-GWMA Members. If the Watershed Permittee is not a GWMA Member (currently LACFCD), then the MOU Costs will also include the GWMA's estimated indirect, overhead costs. In order to recover direct MOU Costs, the rate charged to Non-GWMA Members will range between five percent (5%) and ten percent (10%) of the Watershed Permittee's Proportional Costs and the rate charged to recover indirect MOU Costs will range between two percent (2%) and five percent (5%) of the Watershed Permittee's Proportional Costs. On an annual basis the GWMA will evaluate the percentage rates charged to Non-GWMA Members to ensure they adequately recovers the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover the MOU Costs, including both direct and indirect costs, for the next fiscal year. The GWMA will provide the Representative fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.
- c) GWMA shall submit an invoice to each Watershed Permittee reflecting each Watershed Permittee's estimated Proportional Costs of the Consultant's services through the following June 30th. Prior to releasing payment to Consultant, GWMA shall submit a copy of the Consultant's invoices to the Representative for approval by the LAR UR 2 Sub Watershed Committee. The decision regarding whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving an invoice from GWMA, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By March 15th of each year, the Representative shall submit to GWMA a recommended budget for the following fiscal year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the Representative's recommendation. GWMA will send each Watershed Permittee no later than June 30th of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of each

annual budgeted amount without prior notification to and approval by the Representative.

- f) Each Watershed Permittee shall review its recommended Proportional Costs for the upcoming fiscal year in a timely manner for inclusion in its next budget cycle or exercise the withdrawal and termination clause as specified in Section 13.a of the MOU.
- g) A Watershed Permittee will be delinquent if the invoiced payment is within the budgeted amounts or the amounts authorized by the Group and such invoiced payment is not received by the GWMA within forty-five (45) days after the GWMA first sent the invoice. The GWMA will follow the procedure listed below, or such other procedure that the Group directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit A. The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- h) GWMA shall suspend all work being performed by the Consultant if any Watershed Permittee has not paid its invoice within forty five (45) days after the GWMA first sent the invoice unless the City Managers/Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- i) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- j) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in Exhibit A.
- k) The PARTIES agree that if any other entity decides to cost share any element of the WMP or CIMP, GWMA will enter into a separate MOU with that entity and will reduce the Watershed Permittees' future invoice amount(s) accordingly."

4. Except for the changes specifically set forth herein, all other terms and conditions of the MOU, First Amendment, and Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this **THIRD AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY

Adriana Figueroa
GWMA Chair

APPRVED AS TO FORM

Nicholas R. Ghirelli
Legal Counsel

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL
Mr. Michael L. Antwine II
City Manager
6330 Pine Avenue
Bell, CA 90201

Michael L. Antwine II, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL GARDENS
Mr. Michael B. O'Kelly
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Michael B. O'Kelly, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF COMMERCE

City Manager
2535 Commerce Way
Commerce, CA 90040

City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CUDAHY
Mr. Alfonso Noyola
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Alfonso Noyola, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HUNTINGTON PARK
Mr. Ricardo Reyes
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Ricardo Reyes, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF MAYWOOD
Ms. Jennifer E. Vasquez
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Jennifer E. Vasquez, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF VERNON
Mr. Carlos R. Fandino
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Carlos R. Fandino, City Administrator

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this THIRD AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
Mr. Mark Pestrella
Director
900 S. Fremont Avenue
Alhambra, CA 91803

Mark Pestrella, Director

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Counsel

EXHIBIT A

The Watershed Permittees and the District agree to pay for the cost of preparation of a WMP and CIMP. The District will pay ten percent (10%) of the cost of the WMP and CIMP. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the WMP and CIMP and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

TABLE 1

COST SHARING ALLOCATION
FOR FORTY-FIVE PERCENT OF WMP COST

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

**SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO
EXTEND THE MOU'S TERM IN ORDER TO UPDATE AND CONTINUE IMPLEMENTING
A WATERSHED MANAGEMENT PROGRAM ("WMP") and COORDINATED
INTEGRATED MONITORING PROGRAM ("CIMP") AS REQUIRED BY THE REGIONAL
WATER QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM
SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM
SEWER SYSTEM, AS AMENDED ("MS4 PERMIT")**

This **SECOND AMENDMENT** to the memorandum of understanding ("MOU") is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon ("Cities"), and the Los Angeles Flood Control District ("LACFCD"):

1. Recitals. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this Second Amendment, the term "Watershed Permittees" shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the "PARTIES"; and

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding for Administration and Cost Sharing to Prepare a Watershed Management Program ("WMP") and Coordinated Integrated Monitoring Program ("CIMP"), collectively the "Plans," as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System, as amended ("MOU"); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. On November 17, 2014, the PARTIES approved a First Amendment to the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocation; and

F. The GWMA, on behalf of the Parties, has hired a consultant to implement the Plans for the benefit of the Parties; and

G. The MOU is currently scheduled to expire on December 31, 2019.

H. The Parties wish to extend the MOU's term in order to maintain their existing beneficial relationship and cooperatively implement the Plans to comply with the MS4 Permit requirements with the support of GWMA's consultant, including the process of updating the WMP and CIMP through adaptive management.

The PARTIES agree that the following provisions of the MOU shall be amended as follows:

1. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

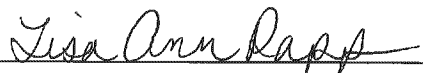
"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2024, unless sooner terminated as provided herein."

2. Except for the changes specifically set forth herein, all other terms and conditions of the MOU and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this **SECOND AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: 4/28/2020

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

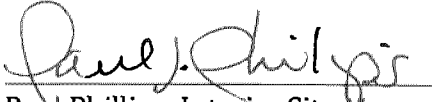


Lisa Rapp
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:


DATE: 3/16/2020

CITY OF BELL
Mr. Paul Phillips
Interim City Manager
6330 Pine Avenue
Bell, CA 90201


Paul Phillips, Interim City Manager

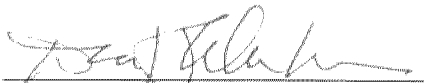
ATTEST:

City of Bell
Angela Bustamante


City Clerk

APPROVED AS TO FORM:


Atchire, Wynder
David Atchire


City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

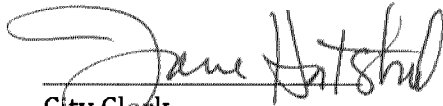
DATE: 11/19/19

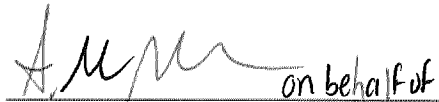
CITY OF BELL GARDENS
Mr. Michael B. O'Kelly
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201


Michael B. O'Kelly, City Manager

ATTEST:

APPROVED AS TO FORM:


City Clerk

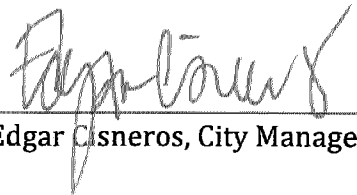
 on behalf of

Rick P. Olivarez
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 10/15/19


CITY OF COMMERCE
Mr. Edgar Cisneros
City Manager
2535 Commerce Way
Commerce, CA 90040



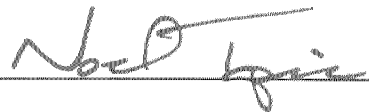
Edgar Cisneros, City Manager

ATTEST:

APPROVED AS TO FORM:



Lena Shumway
City Clerk

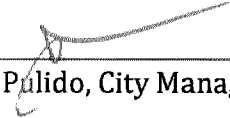


Noel Tapia
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 10/31/2019

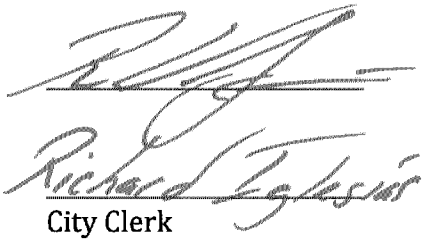
CITY OF CUDAHY
Mr. Jose E. Pulido
City Manager
5220 Santa Ana Street
Cudahy, CA 90201



Jose E. Pulido, City Manager

ATTEST:

APPROVED AS TO FORM:




Richard Iglesias
City Clerk

Maria de los Angeles
City Attorney For Victor Panto

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 12-23-19

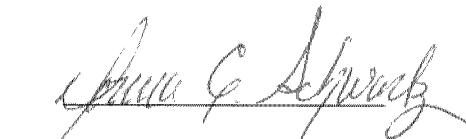
CITY OF HUNTINGTON PARK
Mr. Ricardo Reyes
City Manager
6550 Miles Avenue
Huntington Park, CA 90255



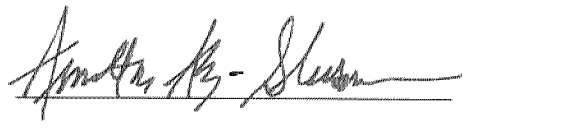
Ricardo Reyes, City Manager

ATTEST:

APPROVED AS TO FORM:



Donna G. Schwartz
City Clerk

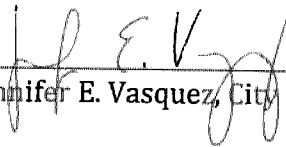


Arnold M. Alvarez-Glasman
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 1 | 8 | 2020

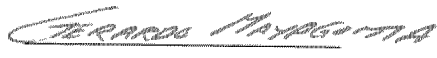
CITY OF MAYWOOD
Ms. Jennifer E. Vasquez
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

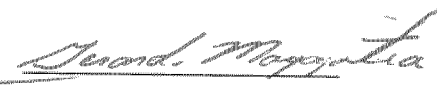


Jennifer E. Vasquez, City Manager


ATTEST:


APPROVED AS TO FORM:





Gerald Magallon
City Clerk



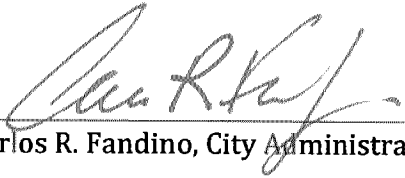


Roxanne Diaz
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 12-10-19

CITY OF VERNON
Mr. Carlos R. Fandino
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058



Carlos R. Fandino, City Administrator

ATTEST:

APPROVED AS TO FORM:



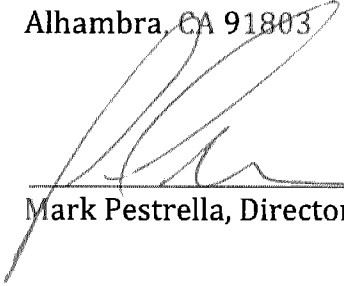
Lisa Pope
City Clerk



Brian Byun
~~City Attorney~~
Senior Deputy City Attorney

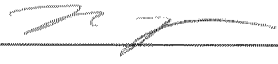
IN WITNESS WHEREOF, the Parties hereto have caused this SECOND AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 4/9/2020 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
Ms. Mark Pestrella
Chief Engineer
900 S. Fremont Avenue
Alhambra, CA 91803



Mark Pestrella, Director *for*

APPROVED AS TO FORM:



Depty County Counsel

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR
ADMINISTRATION AND COST SHARING TO PREPARE AND IMPLEMENT A WATERSHED
MANAGEMENT PROGRAM (“WMP”) and COORDINATED INTEGRATED MONITORING
PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER QUALITY CONTROL BOARD,
LOS ANGELES REGION, NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ORDER NO. R4-2012-0175
MUNICIPAL SEPARATE STORM SEWER SYSTEM (“MS4 PERMIT”)**

This **FIRST AMENDMENT** to the memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon (“Cities”), and the Los Angeles Flood Control District (“LACFCD”):

1. Recitals. This **FIRST AMENDMENT** is made with the respect to the following facts and purposes:

A. For the purposes of this First Amendment, the term “Watershed Permittees” shall mean the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

B. The Watershed Permittees and GWMA are collectively referred to as the “PARTIES”; and

C. On August 19, 2013, the PARTIES entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Monitoring Program (“CIMP”, collectively the “Plans” as required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MOU”); and

D. The Watershed Permittees prepared and submitted the Plans to the Regional Board in compliance with certain elements of the MS4 Permit; and

E. The PARTIES now desire to amend the MOU to: (1) add implementation of the Plans to the scope and purpose of the MOU; and (2) provide a separate cost-share

formula for the implementation of the Plans, subject to annual budget approval, in accordance with each PARTY'S cost share allocations set forth in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans") which is attached hereto and made a part hereof; and

F. The Parties have determined that authorizing GWMA to hire a consultant to implement the Plans will be beneficial to the Parties; and

G. The Parties desire to collaboratively prepare a final Scope of Work and Request for Proposals to obtain a consultant to assist the Parties with implementation required by the Plans.

The PARTIES agree that the following provisions of the MOU shall be amended as follows:

2. Section 1 of the MOU entitled "Recitals" is hereby amended by adding thereto Recitals A-G of Section 1 of this First Amendment, which is set forth in Section 1 of this First Amendment and incorporated herein as though set forth in full.

3. Section 2 of the MOU entitled "Purpose" is hereby amended to read as follows:

"Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services, including but not limited to implementation of the WMP and the CIMP, except for design and construction of regional BMP projects as agreed to by the Watershed Permittees working cooperatively as the Los Angeles River Upper Reach 2 ("LAR UR 2") Sub Watershed Committee and as approved by the GWMA. For the purposes of this MOU, the term "regional BMP projects" does not include individual cities' low impact development ("LID") projects, including LID streets or Green Streets projects."

4. Section 3 of the MOU entitled "Cooperation" is hereby amended to read as follows:

"Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU. The Watershed Permittees shall prepare a final Scope of Work and Request for Proposals to seek and hire a consultant to assist the Parties with implementation of the Plans, and GWMA shall assist with soliciting proposals from consultants to implement the Plans and shall administer said consultants' contracts."

5. Section 6 of the MOU entitled "Term" is hereby amended to read as follows:

"Section 6. Term. This MOU shall remain and continue in effect until December 31, 2019, unless sooner terminated as provided herein."

6. Section 8 of the MOU entitled "Role of the GWMA" is hereby amended in its entirety to read as follows:

"Section 8. Responsibilities of the Parties.

- a) **Responsibilities of the GWMA.** The GWMA agrees to: (i) solicit proposals for preparation and implementation of the Plans; (ii) administer the selected consultants' ("Consultants") contracts in accordance with the Scopes of Work prepared by the Watershed Permittees; and (iii) serve as a conduit for paying the Consultants, as approved and funded by the Watershed Permittees.
- b) **Responsibilities of the LAR UR 2 Sub Watershed Committee.** The LAR UR 2 Sub Watershed Committee agrees to:
 - i. **LACFCD Facilities/Mass Emissions Stations.** Obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties ("Facilities"), provided the LAR UR 2 Sub Watershed Committee and its Consultants provide written notice 72 hours in advance of entry to LACFCD's Facilities.
 - ii. **Supervise Consultants.** Supervise the Consultants' preparation and implementation of the Plans.
 - iii. **Reports.** Submit reports to the Regional Board as described in the Plans and distribute copies of the reports to the Watershed Permittees prior to submittal to the Regional Board for review and comment. The LAR UR 2 Sub Watershed Committee will provide the Watershed Permittees with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within seven (7) business days after receipt from the Consultants. In addition, the LAR UR 2 Sub Watershed Committee will submit to the Watershed Permittees the data used to prepare the reports. This data will be transmitted electronically in a Microsoft Excel format that contains the table structure and syntax agreed upon by the LAR UR 2 Sub Watershed Committee.
- c) **Responsibilities of the Los Angeles County Flood Control District ("LACFCD").** LACFCD agrees to:
 - i. **LACFCD Mass Emissions Station (MES) Monitoring.** Provide available monitoring data from the existing Los Angeles River MES, owned and operated by the LACFCD. Data shall be limited to water column chemistry and aquatic toxicity.
 - ii. **Access to LACFCD Facilities/Mass Emissions Stations.** To grant access to the LAR UR 2 Sub Watershed Committee and its Consultants to LACFCD Facilities, including LACFCD's Los Angeles River MES, to achieve the

purposes of this MOU, provided the LAR UR 2 Sub Watershed Committee and its CONSULTANT obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's Facilities. Access permits will be issued by the LACFCD at no cost to the Parties and their Consultants. Permits for construction or installation of structures in LACFCD right of way will incur fees to cover the cost of review, inspection, etc. by LACFCD.

d) Responsibilities of the Watershed Permittees. The Watershed Permittees agree to:

- i. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultants that is deemed necessary by the Parties to implement the Plans.
- ii. Access. Each Watershed Permittee will allow reasonable access and entry to the Parties and their Consultants, on an as needed basis during the term of this MOU, to each Watershed Permittee's Facilities to achieve the purposes of this MOU, provided, however, that prior to entering any of the Watershed Permittee's Facilities, the Consultants shall obtain a permit and provide written notice 72 hours in advance of entry from the applicable Watershed Permittee.
- iii. Permit. The Watershed Permittees will make a full-faith effort to work with the Consultants to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each Watershed Permittee's jurisdiction.

7. Section 9 of the MOU entitled "Financial Terms" is hereby amended to read as follows:

"Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans") for Consultants and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining Consultants and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's

share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year by a vote of the GWMA Policy Board.

- c) GWMA shall submit an invoice to each Watershed Permittee upon selection of Consultants reflecting each Watershed Permittee's estimated Proportional Costs of the Consultants' services through the following June 30 or December 31, whichever date is earlier. Prior to releasing payment to Consultants, GWMA shall submit a copy of the Consultants' invoices to the LAR UR 2 Sub Watershed Committee for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs set forth in that invoice to the GWMA within forty-five days (45) days of receipt.
- e) By May 15th of each year, commencing May 15, 2013, the LAR UR 2 Sub Watershed Committee shall submit to GWMA a recommended budget for the following year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LAR UR 2 Sub Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than December 1 and May 1 of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of the budgeted amount without prior notification to and approval by the LAR UR 2 Sub Watershed Committee.
- f) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the LAR UR 2 Sub Watershed Committee and such payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LAR UR 2 Sub Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"). The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.

- g) GWMA shall suspend all work being performed by any Consultants retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- h) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.
- i) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this MOU, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formulas in in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans").

8. Paragraph a) of Section 13 of the MOU entitled "Withdrawal/Termination" is hereby amended to read as follows:

"a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans").. A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, liability, its Proportional Costs and its proportional MOU Costs incurred through the effective date of withdrawal, a withdrawing Watershed Permittee has any unspent deposit remaining in the possession of the GWMA, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee."

9. **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") to the MOU is hereby amended to read as set forth in **Exhibit "A1"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

10. **Exhibit "A2"** ("Cost Share Formula for Implementation/Monitoring of the Plans") is hereby added to the MOU to read as set forth in **Exhibit "A2"** to this First Amendment, which is attached hereto and incorporated herein as though set forth in full.


11. . The MOU is hereby amended by adding hereto Exhibit "C" of this First Amendment, which is attached hereto and incorporated herein as though set forth in full.

12. Except for the changes specifically set forth herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this **FIRST AMENDMENT** to be executed on their behalf, respectively, as follows:

DATE: 12/11/14

LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT
POWERS AUTHORITY


Chris Cash
GWMA Chair

11/17/14

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL
Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201



Doug Willmore, City Manager

ATTEST:

APPROVED AS TO FORM:

City Clerk

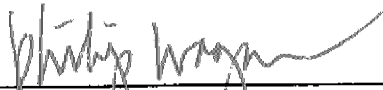
City Attorney

11/17/14

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:


DATE: 1/15/15


CITY OF BELL GARDENS
Mr. Philip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201


Philip Wagner, City Manager

APPROVED AS TO FORM:

ATTEST:


Arnold M. Alvarez-Glasman
City Attorney


Evangelina Hernandez
Acting City Clerk

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 12/2/2014

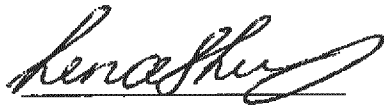
CITY OF COMMERCE
Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040



Jorge Rifa, City Administrator

ATTEST:

APPROVED AS TO FORM:



Lena Shumway
City Clerk

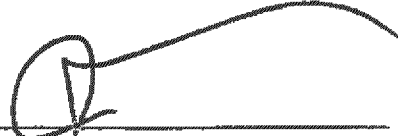


Eduardo Olivo
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 02/11/2015

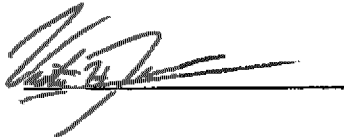
CITY OF CUDAHY
Mr. Jose E. Pulido
City Manager
5220 Santa Ana Street
Cudahy, CA 90201



Jose E. Pulido, City Manager

ATTEST:

APPROVED AS TO FORM:



Victor H. Fenar
Deputy City Clerk



Isabel Birrueta
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

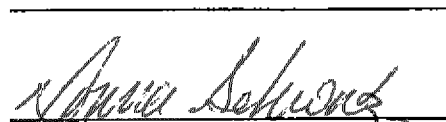
DATE: 12-4-14


CITY OF HUNTINGTON PARK
Mr. Julio Morales
Interim City Manager
6550 Miles Avenue
Huntington Park, CA 90255


Julio Morales, Interim City Manager

ATTEST:

APPROVED AS TO FORM:


Donna Schwartz, CMC
Interim City Clerk


Isabel Birrueta
City Attorney

11/17/14

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 12-10-14


CITY OF MAYWOOD
Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270




Lilian Myers, City Manager

ATTEST:

APPROVED AS TO FORM:



City Clerk Pro Tempore



Richard L. Adams II
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this FIRST AMENDMENT to be executed on their behalf, respectively, as follows:

DATE: 12-17-14

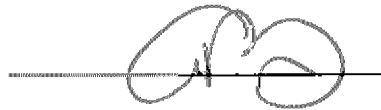
CITY OF VERNON
Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058



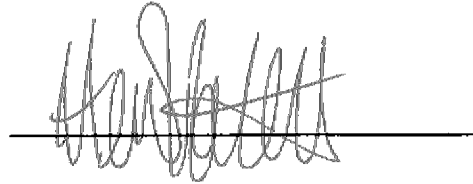
Mark Whitworth, City Administrator

ATTEST:

APPROVED AS TO FORM:



Ana Barcia
Deputy City Clerk



Hema Patel
City Attorney

2014-2015 Budget Request for the Office of the Chief Engineer - Flood Control Districts
dated on 11/10/14 at 10:00 AM PST.

DATE: _____

TOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
Ms. Gail Farber
Chief Engineer
900 S. Fremont Avenue
Alhambra, CA 91808

Gail Farber

GAIL FARBER, Chief Engineer

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Deputy

EXHIBIT "A1"**Cost Share Formula for Preparation of the Plans**

The Watershed Permittees and the LACFCD agree to pay for the cost of preparation of a WMP and CIMP. The LACFCD will pay ten percent (10%) of the cost of the WMP and CIMP. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the WMP and CIMP and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

**TABLE 1
COST SHARING ALLOCATION
FOR FORTY-FIVE PERCENT OF WMP COST**

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

EXHIBIT "A2"**Cost Share Formula for Implementation of the Plans for Monitoring**

**TABLE 1
COST SHARING ALLOCATION
FOR 47.5% OF MONITORING COST**

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a WMP and CIMP. The LACFCD will pay five percent (5%) of the cost of monitoring. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-seven and one half percent (47.5%) of the cost of monitoring and each Watershed Permittee shall pay its pro-rata share of forty-seven and one half percent (47.5%) of the cost monitoring at the cost sharing allocation percentage provided in Table 1.

**TABLE 2
COST SHARING ALLOCATION
FOR 45% OF WMP COST**

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

The Watershed Permittees and the LACFCD agree to pay for the cost of implementation of a WMP and CIMP. The LACFCD will pay ten percent (10%) of the cost of special/feasibility studies. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the studies and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the studies at the cost sharing allocation percentage provided in Table 2.

EXHIBIT "C"

The LACFCD agrees to pay its proportional share of costs of preparing and implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas in **Exhibit "A1"** ("Cost Share Formula for Preparation of the Plans") and **Exhibit "A2"** ("Cost Share Formula for Implementation of the Plans"), for an annual not-to-exceed amount of \$100,000.

All the remaining non-LACFCD parties agree to pay their proportional share of costs of implementing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Share Formulas in Exhibit "A2" ("Cost Share Formula for Implementation of the Plans"), for an annual not-to-exceed amount of \$100,000 per year per non-LACFCD party..

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND
THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK,
MAYWOOD, VERNON, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED
MANAGEMENT PROGRAM (“WMP”) and COORDINATED INTEGRATED
MONITORING PROGRAM (“CIMP”) AS REQUIRED BY THE REGIONAL WATER
QUALITY CONTROL BOARD, LOS ANGELES REGION, NATIONAL POLLUTANT
DISCHARGE ELIMINATION SYSTEM MUNICIPAL SEPARATE STORM SEWER
SYSTEM PERMIT ORDER NO. R4-2012-0175 MUNICIPAL SEPARATE STORM SEWER
SYSTEM (“MS4 PERMIT”)

This memorandum of understanding (“MOU”) is made and entered into as of the date of the last signature set forth below, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“GWMA”), a California Joint Powers Authority, and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon (“Cities”), and the Los Angeles County Flood Control District (“District”):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon manage and drain stormwater into at least a portion of the Los Angeles River Upper Reach 2 Sub Watershed (“LAR UR 2 Sub Watershed”); and

WHEREAS, the Los Angeles County Flood Control District owns and operates more than ninety percent (90%) of the storm drains in the Reach 2 Sub Watershed;

WHEREAS, for the purposes of this MOU, the term “Watershed Permittees” shall mean the cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the “Parties”; and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and allows Permittees to prepare, adopt, and implement a Watershed Management

Program ("WMP"), and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," in compliance with certain elements of the MS4 Permit; and

WHEREAS, the Watershed Permittees have elected to prepare and adopt, the Plans in compliance with certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Permittees that the GWMA can provide; and

WHEREAS, the Watershed Permittees created the LAR UR 2 Sub Watershed Committee, consisting of at least one representative from each of the Watershed Permittees, to assist the GWMA in coordinating the preparation and submission of the Plans to be presented to the California Regional Water Quality Control Board, Los Angeles Region, on behalf of the Watershed Permittees; and

WHEREAS, the Parties desire to collaboratively prepare a final Scope of Work and Request for Proposals to obtain a Consultant to assist the Parties with preparation and adoption of the Plans; and

WHEREAS, the Parties have determined that authorizing GWMA to hire a consultant to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined that the costs of preparing the Plans and other related costs to be incurred by the GWMA should be paid by the Watershed Permittees based on the proportional costs ("Proportional Costs") reflected in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans and any additional services agreed to by the Watershed Permittees working through the LAR UR 2 Sub Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans and required monitoring, and the Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect until July 1, 2023, unless sooner terminated as provided herein.

Section 7. LAR UR 2 Sub Watershed Committee Representative. The LAR UR 2 Sub Watershed Committee shall appoint a representative ("Representative") who can speak for the Watershed Permittees on decisions to be made by the LAR UR 2 Sub Watershed.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the Watershed Permittees determine are necessary and the costs of which the Watershed Permittees agree through the Representative to pay.

Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Proportional Costs as provided in Exhibit A for Consultant and any other related expenses to which the Parties may agree in writing.
- b) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year by a vote of the Policy Board.
- c) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Proportional Costs of the Consultant's services through the following June 30 or December 31, whichever date is earlier. Prior to releasing payment to Consultant, GWMA shall submit a copy of the Consultant's invoice to the LAR UR 2 Sub Watershed Committee for approval. The decision on whether to pay the invoice shall be communicated to the GWMA by the Representative.
- d) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay its Proportional Costs to the GWMA within forty-five days (45) days of receipt.

- e) Each year, commencing June 15, 2013, the LAR UR 2 Sub Watershed Committee shall recommend to GWMA a budget for the following year. GWMA shall consider the recommendation and adopt a budget by June 30th inclusive of the LAR UR 2 Sub Watershed Committee's recommendation. GWMA will send each Watershed Permittee no later than December 1 and May 1 of each year an invoice representing the Watershed Permittee's Proportional Costs of the adopted budget. GWMA shall not expend funds in excess of the budgeted amount without prior notification to and approval by the LAR UR 2 Sub Watershed Committee.
- f) A Watershed Permittee will be delinquent if the requested payment is within the budgeted amounts or the amounts authorized by the LAR UR 2 Sub Watershed Committee and such payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LAR UR 2 Sub Watershed Committee directs to effectuate payment: 1) verbally contact the official of the Watershed Permittee with copies to each other Watershed Permittee to the person and at the address to which notices should be addressed pursuant to Section 13 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee. If payment is not received within sixty (60) days following the due date, the GWMA may terminate the MOU unless the City Managers/ Administrators of the Watershed Permittees in good standing inform the GWMA in writing that their respective Watershed Permittees agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit A. The terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- g) GWMA shall suspend all work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) of receipt unless the City Managers/ Administrators of the other Watershed Permittees inform the GWMA in writing that their respective Watershed Permittees will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- h) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the then-current rate of interest in the Local Agency Investment Fund, calculated from the first date of delinquency until the payment is made.

- i) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in accordance with the Cost Share Formula in Exhibit A.

Section 10. Notice of Intent Letter. Pursuant to Section V.C.4.b (page 55) of the MS4 Permit, the Watershed Permittees agree to jointly draft, execute and submit to the Regional Board by June 28, 2013, a "Notice of Intent" letter that complies with all applicable MS4 Permit provisions.

Section 11. Independent Contractor.

- a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.
- b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 12. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, and their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, and their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under this MOU.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless the GWMA and each other Watershed Permittee and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees,

for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Watershed Permittee) for negligent or intentional acts, errors and omissions committed by that Watershed Permittee, its officers, employees, and agents, arising out of or related to that Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Watershed Permittee's gross negligence or intentional acts or the gross negligence or intentional acts of its officers, employees, or other representatives and agents other than the Consultants.

- c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.
- d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain, throughout the term of their contracts with the GWMA, insurance as provided in Exhibit B.
- e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees or any of them for the negligent or intentional acts or omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 13. Withdrawal; Termination.

- a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Proportional Costs and proportional MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the

MOU, the remaining Watershed Permittees' Proportional Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit A. A withdrawing Watershed Permittee shall remain liable for any loss, debt, liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, liability, its Proportional Costs and its proportional MOU Costs incurred through the effective date of withdrawal, a withdrawing Watershed Permittee has any unspent deposit remaining in the possession of the GWMA, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.

- b) The GWMA may, with a two-thirds (2/3) vote of the full Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year.

Section 14. Miscellaneous.

- a) Notices. All Notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA: Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of
Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed:
Permittees: Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201

Mr. Phillip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201

Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040

Mr. Hector Rodriquez
City Manager
5220 Santa Ana Street
Cudahy, CA 90201

Mr. Rene Bobadilla, P.E.
City Manager
6550 Miles Avenue
Huntington Park, CA 90255

Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270

Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

Los Angeles County Flood Control District

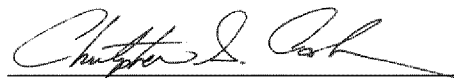
- b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any LAR UR 2 Watershed Permittee may, upon five (5) days written notice, inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the LAR UR 2 Sub Watershed Committee.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.
- d) Waiver. Waiver by either the GWMA or a Watershed Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Watershed Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.

- e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.
- f) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.
- g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).
- h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 5/9/13

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY



Christopher S. Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

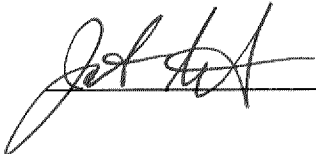
CITY OF BELL
Mr. Doug Willmore
City Manager
6330 Pine Avenue
Bell, CA 90201



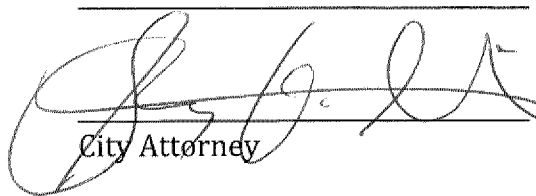

Doug Wilmore, City Manager

ATTEST:

APPROVED AS TO FORM:



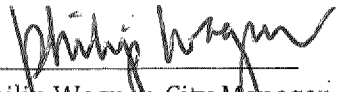
City Clerk


City Attorney 

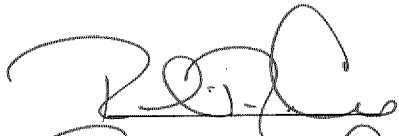
IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 6/12/13

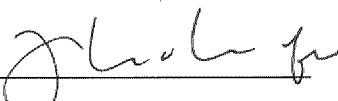
CITY OF BELL GARDENS
Mr. Philip Wagner
City Manager
7100 Garfield Avenue
Bell Gardens, CA 90201


Philip Wagner, City Manager

ATTEST:


Rosalia A. Condo
City Clerk

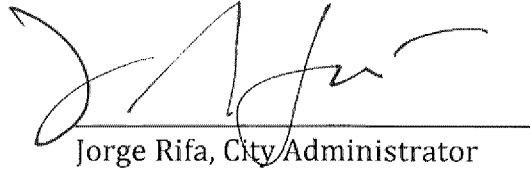
APPROVED AS TO FORM:


John W. Lam for
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 5/29/2013

CITY OF COMMERCE
Mr. Jorge Rifa
City Administrator
2535 Commerce Way
Commerce, CA 90040



Jorge Rifa, City Administrator

ATTEST:

APPROVED AS TO FORM:

Linda Kay Olivieri, MMC

Eduardo Olivo



Linda Kay Olivieri
City Clerk

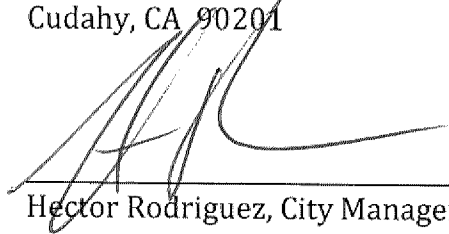


Eduardo Olivo
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 6/14/13

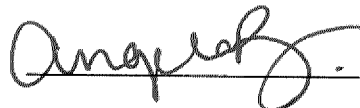
CITY OF CUDAHY
Mr. Hector Rodriguez
City Manager
5220 Santa Ana Street
Cudahy, CA 90201



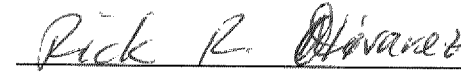
Hector Rodriguez, City Manager

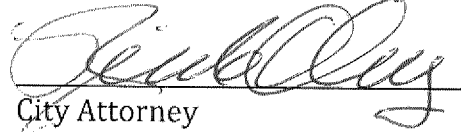
ATTEST:

APPROVED AS TO FORM:



Angela Bustamante
Acting City Clerk



Rick R. Alvarez

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: June 12, 2013

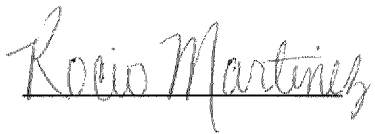
CITY OF HUNTINGTON PARK
Mr. Rene Bobadilla, P.E.
City Manager
6550 Miles Avenue
Huntington Park, CA 90255



Rene Bobadilla, City Manager


ATTEST:

APPROVED AS TO FORM:



Rocio Martinez
Acting City Clerk

Rocio Martinez
Acting City Clerk




Todd O. Litfin
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: 5-13-13

CITY OF MAYWOOD
Ms. Lilian Myers
City Manager
4319 East Slauson Avenue
Maywood, CA 90270



Lilian Myers, City Manager


ATTEST:

APPROVED AS TO FORM:




Inaue Cabrera





City Clerk

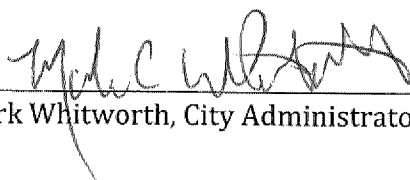


Richard L. Adams II
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

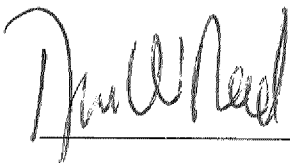
DATE: 6/10/13

CITY OF VERNON
Mr. Mark Whitworth
City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058



Mark Whitworth, City Administrator

ATTEST:



Dana Reed
~~City Clerk~~
Interim City Clerk

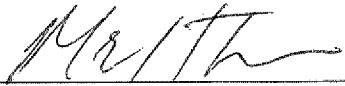
APPROVED AS TO FORM:



Scott E. Porter
~~City Attorney~~
Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:


LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By 
Chief Engineer

8/19/13
Date

APPROVED AS TO FORM:

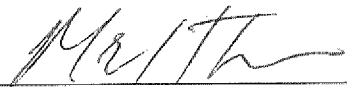
John F. Krattli
County Counsel

By 
Associate

8/5/2013
Date

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:


LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By 
Chief Engineer

8/19/13
Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By 
Associate

8/5/2013
Date

EXHIBIT A

The Watershed Permittees and the District agree to pay for the cost of preparation of a WMP and CIMP. The District will pay ten percent (10%) of the cost of the WMP and CIMP. Each Watershed Permittee shall pay an equal one seventh (1/7th) share of forty-five percent (45%) of the cost of the WMP and CIMP and each Watershed Permittee shall pay its pro-rata share of forty-five percent (45%) of the cost of the WMP and CIMP at the cost sharing allocation percentage provided in Table 1.

TABLE 1
COST SHARING ALLOCATION
FOR FORTY-FIVE PERCENT OF WMP COST

Watershed Permittee	Land Area (mi ²)	Cost Allocation Percentage
Bell	2.64	11.90
Bell Gardens	2.49	11.22
Commerce	6.57	29.61
Cudahy	1.12	5.05
Huntington Park	3.03	13.65
Maywood	1.18	5.32
Vernon	5.16	23.25

EXHIBIT B
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective [MONTH] [DAY], [YEAR], and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and [CONSULTANT’S LEGAL NAME], a [CALIFORNIA CORPORATION/CALIFORNIA LIMITED LIABILITY COMPANY/CALIFORNIA LIMITED PARTNERSHIP/SOLE PROPRIETORSHIP, ETC.] (“Consultant”).

RECITALS

- A. GWMA has entered into a Memorandum of Understanding between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the Cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon and Los Angeles County Flood Control District for Administration and Cost Sharing to Prepare a Watershed Management Program (“WMP”) and Coordinated Integrated Management Program (“CIMP” as Required by the Regional Water Quality Control Board, Los Angeles Region, National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 Municipal Separate Storm Sewer System (“MS4 Permit”) (“MOU”).
- B. The Cities of Bell, Bell Gardens, Cudahy, Commerce, Huntington Park, Maywood, Vernon and Los Angeles County Flood Control District (the “Watershed Permittees”) manage and drain stormwater into at least a portion of the LAR Upper Reach 2 Sub Watershed (“LAR UR 2 Sub Watershed”).
- C. The MS4 Permit allows Permittees to prepare, adopt and implement a WMP and CIMP (collectively, “Plans”) in compliance with certain elements of the MS4 Permit.
- D. The Watershed Permittees have elected to prepare and adopt the Plans in compliance with certain elements of the MS4 Permit.
- E. Pursuant to the MOU, GWMA provides administrative coordination services to the Watershed Permittees in the preparation of the Plans and any additional services agreed to by the Watershed Permittees and approved by GWMA.
- F. The Watershed Permittees have created the LAR UR 2 Sub Watershed Committee, consisting of at least one representative from each of the Watershed Permittees, to assist GWMA in coordinating the preparation of the Plans.

- G. The Watershed Permittees have authorized GWMA to hire and serve as a conduit for paying consultants, approved by the Watershed Permittees, to prepare the Plans and any other plans and/or projects that the Watershed Permittees determine are necessary.

The parties agree as follows:

SCOPE OF SERVICES

- 1. Consultant shall provide the services (the "Services") described in Exhibit A.
- 2. Project Name:

Project Description:

TIME FOR PERFORMANCE

- 3. The term of this Agreement shall commence on the effective date of this Agreement and expire on [MONTH] [DAY], [YEAR], unless earlier terminated in accordance with the terms of this Agreement or extended by the GWMA Governing Board.

STANDARD OF PERFORMANCE

- 4. Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement, all applicable federal, state and local laws and regulations and applicable elements of the MS4 Permit. Consultant shall maintain throughout the term of this Agreement all licenses, certifications, registrations or other similar requirements necessary for Consultant's performance of the Services under this Agreement.

OWNERSHIP OF WORK PRODUCT

- 5. Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively "work product") are GWMA's property. All copyrights that arise from work product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the work product in favor of GWMA. GWMA's use of the work product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the work product on any project other than the Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

COMPENSATION AND METHOD OF PAYMENT

- 6. GWMA shall pay Consultant, for the Services performed (please select one):
 - a. On a time and materials basis at the following rates and up to the not-to-exceed amount of _____ dollars (\$_____):

 - b. A flat amount of: _____ dollars (\$_____).

Consultant shall perform the Services for the amount(s) listed above. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth above, or, if not specified, at a rate mutually agreed to by the parties.

Consultant shall submit to GWMA a proposed annual budget for the Services to be performed during each calendar year of the term of this Agreement. The proposed annual budgets shall identify the proposed total annual budget amount and the proposed budget amounts for the periods of January 1st through June 30th and July 1st through December 31st. Consultant shall submit a proposed annual budget to GWMA on or before the 15th of April for the Services to be performed during the subsequent calendar year. GWMA will submit Consultant's annual budgets to the LAR UR 2 Sub Watershed Committee no later than May 1st of each year for the Committee's approval and adoption.

Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the Services performed by each person for each task, including the days and hours worked.

Prior to releasing payment to Consultant, GWMA shall submit Consultant's invoices to the LAR UR 2 Sub Watershed Committee for final payment approval. The LAR UR 2 Sub Watershed Committee's decides whether to pay an invoice submitted by Consultant and informs GWMA of its decision. If the LAR UR 2 Sub Watershed Committee approve GWMA payment of an invoice, GWMA shall make payment to Consultant payable to: [payment address].

GWMA's payment obligations pursuant to this Agreement are payable solely from funds appropriated to GWMA by the Watershed Permittees to fulfill the purpose of this Agreement. GWMA and Consultant expressly agree that full funding for this Agreement over the term of this Agreement is contingent on GWMA's receipt of payment from each Watershed Permittee of its proportional costs of the Services. In the event of a Watershed Permittee's failure to pay its proportional costs of the Services to GWMA, GWMA may either reduce funding for this Agreement at a level that is proportionate to the reduction in GWMA's receipt of funds from the Watershed Permittees or suspend all or a portion of the Services being performed by Consultant.

INDEPENDENT CONTRACTOR

7. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subconsultants, if any, shall be an employee of GWMA or its members by virtue of this Agreement or performance of the Services under this Agreement.

CONFLICT OF INTEREST

8. Consultant and its officers, employees, associates and sub consultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including,

the Political Reform Act (Cal. Gov. Code § 81000, *et seq.*) and Government Code Section 1090.

INDEMNIFICATION

9. Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, and the Watershed Permittees, and each Watershed Permittee's officers, employees and agents, in accordance with the terms of this Section 9. Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.
 - a. To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials, and the Watershed Permittees, and each Watershed Permittee's officers, employees and agents (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, suits, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including legal costs, fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, for injury to or death of person(s), for damage to property (including property owned by GWMA or any Watershed Permittee), which result from, arise out of, pertain to, or relate to the negligent or intentional acts or omissions committed by Consultant, its officers, agents, representatives, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in Consultant's performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.
 - b. The indemnity under this Section 9 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional

insured endorsements that may extend to the Indemnitees. The indemnity under this Section 9 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees' right to recover under this Section 9, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees' right to recover under this Section 9. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

INSURANCE

10. Insurance Requirements.

- a. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:
 1. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;
 2. Automobile liability insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this Agreement with minimum combined single limits coverage of One Million Dollars (\$1,000,000); and
 3. Workers' compensation insurance as required by the State of California.
- b. The insurance required by this Section 10 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, GWMA's member agencies, the Watershed Permittees and their respective officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- c. The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA, the Watershed Permittees and their officers, employees, officials and agents, as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA and each Watershed Permittee, or shall explicitly allow Consultant to waive Consultant's right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA and each Watershed Permittee. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that

failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- d. Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 10, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 10.
- e. Prior to performance of the Services under this Agreement, Consultant shall file a certificate or certificates of insurance, together with the required endorsements, with GWMA showing that the insurance policies are in effect in the required amounts.

TERMINATION

11. Suspension and Termination by the Parties.

- a. Suspension by GWMA. The Project Manager may suspend this Agreement or any portion of this Agreement or the Services required under this Agreement in accordance with Section 6 of this Agreement upon written notice to Consultant. Upon receipt of a notice of suspension, Consultant shall perform no further services except as specified in the notice. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of suspension, subject to the limitation on GWMA’s payment obligations set forth in Section 6 of this Agreement. GWMA shall reimburse Consultant for authorized expenses incurred to the date of suspension and not previously reimbursed, subject to the limitation on GWMA’s payment obligations set forth in Section 6 of this Agreement.
- b. Termination by GWMA. The GWMA Governing Board may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days’ written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination, subject to the limitation on GWMA’s payment obligations set forth in Section 6 of this Agreement. GWMA shall reimburse Consultant for authorized expenses incurred to the date of

termination and not previously reimbursed, subject to the limitation on GWMA's payment obligations set forth in Section 6 of this Agreement. Consultant shall not have any other claim against GWMA by reason of such termination.

- c. Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

ADMINISTRATION

- 12. GWMA's representative for administration of this Agreement is the Executive Officer of GWMA, or such other person designated in writing by the GWMA Governing Board ("Project Manager"). Consultant's representative for administration of this Agreement is [NAME] ("Consultant's representative"), unless notified in writing by Consultant that additional representatives are authorized.

NOTICES

- 13. Any routine administrative communication between the Project Manager and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 13. All notices shall be delivered to the parties at the following addresses:

If to GWMA: Gateway Water Management Authority
Attn: _____

Email: _____
Facsimile: _____

If to Consultant: _____
Attn: _____

Email: _____
Facsimile: _____

WAIVER

14. No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

ATTORNEY'S FEES

15. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

EXHIBITS

16. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of Exhibit A, the provisions of this Agreement shall control.

ENTIRE AGREEMENT

17. This Agreement and Exhibit A constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

MODIFICATION

18. This Agreement may be supplemented, amended or modified only by a writing signed by Consultant and the Project Manager or GWMA Chair.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the effective date.

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

[COMPANY NAME],
a [LEGAL ENTITY STATUS]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Please note: Two signatures required for
corporations pursuant to California Corporations
Code Section 313.)

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 14.

TO: Honorable Mayor and City Council Members
FROM: Michael O'Kelly, City Manager
BY: Daisy Gomez, City Clerk
SUBJECT: **LOCAL COMMISSIONS APPOINTMENT LIST**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

BACKGROUND/DISCUSSION:

The Local Appointments List includes all Bell Gardens Commissions and Commissioners. The City Council adopted Ordinance No. 825 on July 13, 2009 establishing minimum requirements for service on commissions. All Commissioners must reside within the City of Bell Gardens and may only serve on one Commission at a time. Once appointed, each Commissioner must adhere to the requirements of the City's Conflict of Interest Code and state-mandated AB 1234 ethics training and AB 1661 harassment training.

Ordinance No. 825 allows each Council Member to remove or appoint one candidate per Commission, subject to the approval of the Council majority. Appointed Commission Members serve terms that coincide with the term of the Council Member who made the appointment.

CONCLUSION:

After an appointment is made, Commission members will receive their Oath of Office before beginning service with their respective Commission at the next regularly scheduled Commission meeting. The City Clerk's Office will arrange for the proper filing of Conflict of Interest Code forms and schedule trainings for AB 1234 and AB 1661.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Notice of Vacancies

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

**CITY OF BELL GARDENS
NOTICE OF COMMISSION VACANCIES
AND ACTIVE COMMISSIONERS**

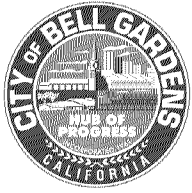
The City Council is seeking applications for the following vacancies:

NAME	APPOINTED BY	VACANCY POSTED	APPOINTMENT DATE
EDUCATION COMMISSION			
Meeting Date: Second Thursday of every month, City Hall Council Chamber, 5:00 p.m. Staff Liaison - Ana Avalos, Recreation and Community Services Supervisor, (562) 806-7650			
Gabriela Galindo	Barcena		8/26/2024
Miguel Flores	Chavez		3/22/2021
Victoria Mirembe	Gomez		11/13/2023
VACANT	VACANT		
VACANT	Sanchez	8/30/2023	
PLANNING COMMISSION			
Meeting Date: Third Wednesday of every month, City Hall Council Chamber, 5:15 p.m. Staff Liaison - Steven Jones, City Planner, (562) 806-7722			
Ernesto Ramirez	Barcena		04/08/2024
Miguel De La Rosa	Chavez		1/11/2021
Gustavo Mendez	Gomez		8/28/2023
VACANT	VACANT		
Oscar Boado	Sanchez		9/11/2023
RECREATION, CULTURAL AND YOUTH COMMISSION			
Meeting Date: Third Thursday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison – Armando Andrade, Recreation and Community Services Supervisor, (562) 806-7650			
Isabel Duron	Barcena		1/9/2023
Erika Cabrera	Chavez		3/11/2024
Katelynn Cabrera	Gomez		10/23/2023
VACANT	VACANT		
Carmen Vargas	Sanchez		7/22/2024
SENIOR CITIZEN COMMISSION			
Meeting Date – Second Wednesday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison – Diana Ortiz, Recreation and Community Services Supervisor (562) 806-7650			
Ana Maria Sanchez Flores	Barcena		1/9/2023
Linda Judith Lopez	Chavez		9/9/2024
Mayra Teresa Yañez	Gomez		7/22/2024
VACANT	VACANT		
Stephanie Perez	Sanchez		1/23/2023
TRAFFIC AND SAFETY COMMISSION			
Meeting Date – First Tuesday of every month, City Hall Council Chamber, 5:30 p.m. Staff Liaison – Bernardo Iniguez, Director of Public Works/Facilities (562) 806-7770			
David Heredia	Barcena		1/9/2023
VACANT	Chavez	7/23/2024	
Raul Velasco	Gomez		10/9/2023
VACANT	VACANT		
Hugo Alvarado	Sanchez		1/9/2023

Applicants must be residents of the City. No person previously convicted of a felony in this state or elsewhere shall be permitted to serve on any City Commission. Before assuming the duties of a commissioner, each person appointed shall take and file with the City Clerk the same constitutional oath of office required of members of the city council. Any member of a commission shall be deemed to have resigned from the commission, and his or her office as a member of the commission shall automatically vacated, in the event, the member ceases to be a resident of the City or is convicted of a felony. (Bell Gardens Municipal Code Sections 2.68.030, 2.28.030, 2.22.030, 2.35.030)

Applications may be obtained from the City Clerk's Office: 7100 Garfield Ave, Bell Gardens, CA 90201. Applications will be accepted in the City Clerk's Office on a continuous basis until an appointment is made. Please call the City Clerk's Office at (562) 806-7705 or email cityclerkdesk@bellgardens.org for more information.

Daisy Gomez, City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 15.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Gustavo J. Romo, Deputy City Manager/Community Development Director
SUBJECT: **SECOND UPDATE ON RESPONSIVE ACTION FOR MOBILEHOME PARK COMPLAINT**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council by motion:

1. Receive and file this report; and
2. Direct staff to send the attached correspondence to the California State Senate and Assembly District representatives.

BACKGROUND/DISCUSSION:

During the regularly scheduled City Council meeting of September 23, 2024, the City Council directed staff to investigate an odor complaint raised by several residents during public comments at a local mobilehome park. At the subsequent City Council meeting of October 14, 2024, staff presented a report detailing the City's collective actions in response to the complaints related to the mobilehome park. Following this presentation, the City Council requested that staff prepare an additional agenda item for discussion at the next meeting to address the following:

- Creation of an Ad Hoc Committee (separate agenda item).
- Follow-up on responsive action of mobilehome complaints, including California Department of Housing and Community Development (HCD) and park owner response.
- Consideration of potential of code enforcement responsibility transition from State to City, which would require a cost study for additional staffing and resources and coordinated efforts to engage with State officials on mobilehome concerns.

Table No. 1. Responsive Actions Taken Since 10/14/24 Council Meeting

Date:	Action Taken:
Week of October 15, 2024	City staff contacted HCD State representative, Annie Satrellano; In turn, City Staff and Satrellano contacted HCD inspector Kevin Hootman regarding the mobilehome complaints. Inspector Hootman conducted an onsite visit to the mobilehome park on 10/17/24.
October 21, 2024	City staff had a phone discussion with Inspector Hootman regarding the inspection. Inspector Hootman stated that he will be sending an email with detailed information about his findings clarifying park issues, HCD responsibilities, and City

	responsibilities.
October 22, 2024	<p>Code Enforcement staff conducted an inspection of the mobilehome park to identify areas under City authority. Staff performed an inspection of the 3 fixed structures in the mobilehome park. A list of possible violations of the properties was identified. Possible violations consist of items such as, un-permitted structures, Christmas lights, excessive dogs on property, lack of exterior maintenance (e.g., chipped paint, dangling rain gutters, boarded windows, and overgrown vegetation). Staff also observed an eviction notice case posted on one of the mobilehome units.</p> <p>Housing/Code Enforcement staff was given direction to start an assessment of all 20 mobilehome parks (412 spaces) to evaluate mobilehome park conditions. A rating system of 1 to 5 will be used, with 1 being the worst condition and 5 being the best.</p>
October 23, 2024	<p>City staff met with City of Fresno City Attorney to discuss the reasons they decided to request and obtain enforcement authority of their mobilehome parks from the State. The City of Fresno has 27 mobilehome parks (3,800 spaces), 4 dedicated code enforcement staff to mobilehome parks out of 80 total code enforcement officers, and 1 dedicated mobilehome park attorney. Enforcement authority is only to the outside of the mobilehomes and common areas. Concerns of interior conditions of the mobilehomes are still HCD jurisdiction and referrals are made to them.</p> <p>According to HCD, there are approximately 5,230 mobilehome parks (approximately 453,800 spaces) in California. HCD has enforcement jurisdiction of approximately 80% of the parks. Only approximately 20% are enforced by individual cities, such as Fresno, Lancaster, Norwalk and Lynwood.</p> <p>*https://mhphoa.com/ca/mhp/statistics *https://www.hcd.ca.gov/manufactured-and-mobilehomes</p>

CONCLUSION:

Staff will continue to take action to address residents' concerns.

FISCAL IMPACT:

None at this time.

ATTACHMENTS:

Exhibit 1 – October 14, 2024 Agenda Report

Exhibit 2 – Draft Letter to State Government Representatives

Exhibit 3 – Case Study of Cities with Mobilehome Park Enforcement Jurisdiction

Exhibit 4 – Letter from California Department of Housing and Community Development (HCD)

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 13.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Gustavo J. Romo, Deputy City Manager/Community Development Director
SUBJECT: **REPORT OF RESPONSIVE ACTION UPDATE ON MOBILEHOME PARK COMPLAINT**
DATE: October 14, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file this report.

BACKGROUND/DISCUSSION:

At the regularly scheduled City Council meeting of September 23, 2024, the City Council directed staff to look into an odor complaint brought during public comment by multiple residents at a mobilehome park. Table No. 1 provides an outline of all actions taken by staff of multiple City departments.

Table No. 1 – Responsive Actions Taken

Action Log	
Date	Action Taken
July 17, 2023	First complaint filed with City for odor, feces, and an excessive number of pets. Code Enforcement Officer (CEO) Galindo went to the site but was not granted full access, and as the complaints are located within a mobilehome park, Staff consulted with the California Department of Housing and Community Development (HCD) Mobilehome Park Division, as these locations are under the purview of the State.
August 8, 2023	Housing Specialist II Veronica Jaramillo and Housing Specialist I Rosario Quirarte arrived at the site and received and reported several verbal complaints from tenants of the mobile home park.
September 23, 2024	Bell Gardens Police Department received a dispatch from several concerned citizens. At about 7:54pm Police Officer Mariano (#623) responded to the location and noted that the resident(s) appeared in good health but was not granted access. Officer Mariano indicated that the owner admitted to four dogs on site; Officer Mariano contacted Adult Protective Services and a report was generated, as the Officer noted severe odor; additionally, Officer Mariano contacted SEACCA and informed them of his observations. No known on-site visit from this agency is noted.

Code Enforcement was notified.

September 24, 2024

Pursuant the notification of the Bell Gardens Police Department, CEO Galindo (re)-visited the site and left a door hanger notice with instructions to make contact. Two SEACCA officers (Torres and Wright) attended the site visit with CEO Galindo and attempted to contact the unit owner to no avail. They observed a strong odor and identified the odor as coming from dogs. SEACCA officers indicated they would file a report and would attempt to contact the owner again. SEACCA officers recommended the City file a warrant to enter the premises; however, Officer Galindo and Code Supervisor George Suarez stated the warrant should be coming from SEACCA since it is an animal issue and the City has no probable cause to issue a warrant. CEO Galindo issued a formal citation to the tenant(s) and the property owner for municipal code violations including an excessive number of dogs observed, with a recommended seven (7)-day remediation period to abate the violation by October 2, 2024.

September 25, 2024

October 1, 2024

Team meeting held to assess all actions taken up to that point and to determine alternative collaboration opportunities and potential resolution.

Housing Manager Mayra Garcia, Specialist II Jaramillo and Housing Inspector Sophia Lu visited the site.

October 1, 2024

No contact with the cited tenant(s) could be made, despite multiple efforts of knocking. Chains were observed and the knocking was loud enough to provoke the barking of dogs and to draw the attention of neighbors, who in turn came out to speak to the staff to share concerns over the site's safety and blocked access, and the strong odor emanating from the site and a specific unit. Team noted the strong odors emanating from the site and the substandard condition throughout the park.

Specialist II Jaramillo filed a report and request to investigate with a confirmed receipt of 10/01/2024 at 13:01:32 to the Los Angeles County Aging and Disabilities Department for the at-risk situation believed to involve older and/or dependent adults.

Associate Planner Mona Mossayeb emailed HCD Inspector to schedule team visit to the site. No response has been received to date.

October 1, 2024

Associate Planner Mona Mossayeb compiled Community Development Department and Bell Gardens Police Department activities provided from CEO Galindo and Captain Musquiz and Police Officer Mariano.

October 2, 2024

CEO Galindo conducted a follow up at the completion of the initial remediation period to abate and determined that a formal administrative citation would be required to be issued to the property owner (and escalated until violation is

addressed).

October 3, 2024

CEO Galindo caused an administrative citation to be mailed to the property owner on file.

October 7, 2024

Associate Planner Mona Mossayeb coordinated HCD Inspector and city staff team visit to the site, TBD.

October 9, 2024

City staff contacted HCD representative Annie Satrellano by phone to discuss park issues. She was briefed on the past and present concerns and informed that city staff has been attempting to reach the state MHP inspector Kevin Hootman from Riverside office but has not received a call back or email response. Annie informed staff that she will work on this and get back to us as soon as possible.

CONCLUSION:

The Code Enforcement Division has two enforcement programs to manage private property violations: Property Maintenance and Property Rehabilitation. Through the maintenance program, staff will continue efforts to reach the property owner and tenant(s) to resolve concerns at the site. An administrative citation contains a reasonable deadline for any requested corrections to abate violations and an order prohibiting continued or repeat occurrences. Certain violations of the Bell Gardens Municipal Code (BGMC) are subject to the appealable collection of administrative fines for failure to comply. These fines could include daily and separate offenses prior to referral to the City's Prosecutor. If prosecution becomes necessary after all administrative processes have been exhausted, the Los Angeles Superior Court (Downey Branch) is the judicial location for the City. The Downey Branch administers justice for citywide violations of City ordinances that could order further penalties or forced compliance.

After a consultation and site visit with HCD and County agencies, the tenants and property owner(s) could be presented with comprehensive lists of resources to facilitate BGMC violation abatement within a reasonable time and before costly prosecutorial services are required and rendered.

Staff recommends receiving and filing this report.

FISCAL IMPACT:

None at this time.

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

October __, 2024

The Honorable Lena A. Gonzalez
California State Senate
Senate District 33
1021 O Street, Suite 7720
Sacramento, CA 95814

Subject: City of Bell Gardens Request for Securing Additional Support from the California Department of Housing and Community Development (HCD) for Mobilehome Park Enforcement

Dear Honorable Senator Gonzalez,

On behalf of the City Council of the City of Bell Gardens, we are reaching out to express our concern regarding the current conditions of our mobilehome parks and lack of enforcement from the State. We are requesting your assistance in securing additional support from the California Department of Housing and Community Development (HCD) to address mobilehome park resident concerns.

Our mobilehome parks serve as a vital source of affordable housing for many residents in Bell Gardens. However, we have observed that these communities face a number of challenges, including maintenance issues, health and safety concerns, and limited access to necessary resources. It is essential that we address these issues in a proactive manner to ensure the well-being of our residents. Unfortunately, we understand that HCD has limited resources when it comes to mobilehome parks. There is one inspector for every 1,000 units. With over 5,230 mobilehome parks throughout the State and more than 453,500 units, residents have great difficulty getting their complaints addressed and often do not get a response from the designated HCD mobilehome park inspector.

We believe that increased support and resources from HCD could significantly enhance the living conditions within our mobilehome parks. This could include additional HCD inspections and assistance with regulatory compliance and programs aimed at improving resident services.

We appreciate your dedication to the needs of our community and your ongoing efforts to advocate for policies that promote housing stability and quality of life for all Californians. We kindly ask for your help in addressing these challenges and look forward to discussing these issues with you further. We value your partnership and commitment to the residents of Bell Gardens and would like to schedule a meeting with you to further discuss our concerns.

Please feel free to contact our City Manager, Michael B. O'Kelly, at (562) 806-7702 or via email at mokelly@bellgardens.org or our Deputy City Manager/Community Development Director,

Gustavo Romo, at (562) 806-7724 or via email at gromo@bellgardens.org. You can also reach me at (562) 806-7762 or via email at ggomez@bellgardens.org.

Thank you for your attention to this important matter.

Sincerely,

CITY OF BELL GARDENS

Gabriela Gomez

Mayor

C: Mayor Pro Tem Marco Barcena
Councilmember Jorgel Chavez
Councilmember Francis De Leon Sanchez
Michael B. O'Kelly, City Manager
Gustavo J. Romo, Deputy City Manager/Community Development Director

October __, 2024

The Honorable Blanca Pacheco
California State Assembly
64th Assembly District
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0064

Subject: City of Bell Gardens Request for Securing Additional Support from the California Department of Housing and Community Development (HCD) for Mobilehome Park Enforcement

Dear Honorable Assemblymember Pacheco,

On behalf of the City Council of the City of Bell Gardens, we are reaching out to express our concern regarding the current conditions of our mobilehome parks and lack of enforcement from the State. We are requesting your assistance in securing additional support from the California Department of Housing and Community Development (HCD) to address mobilehome park resident concerns.

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Gustavo Romo, at (562) 806-7724 or via email at gromo@bellgardens.org. You can also reach me at (562) 806-7762 or via email at ggomez@bellgardens.org.

Thank you for your attention to this important matter.

Sincerely,

CITY OF BELL GARDENS

Gabriela Gomez

Mayor

C: Mayor Pro Tem Marco Barcena
Councilmember Jorgel Chavez
Councilmember Francis De Leon Sanchez
Michael B. O'Kelly, City Manager
Gustavo J. Romo, Deputy City Manager/Community Development Director

Exhibit 3- CASE STUDY OF CITIES WITH MOBILEHOME PARK ENFORCEMENT JURISDICTION

Several cities in California have taken on the enforcement responsibility related to mobilehomes parks. This table provides a general overview of those cities’ experiences in assuming those responsibilities of the enforcement of California’s mobilehome parks. In general, the reasons for assuming responsibility for enforcement of California’s Mobilehome Park Act of their mobilehome parks were the following:

- To better address local issues such as health and safety standards (direct oversight)
- Habitability standards
- Response times
- Maintenance (preventative approach)
- Residents’ concerns (residents’ rights)

	City of Fresno	Contact: Officer Laura R. 559 621-8510 and Sarah P. City Attorney
		On July 1, 2021, the City assumed responsibility for enforcement of California’s Mobilehome Park Act at all mobilehome parks located within the city limits. This is a significant step forward in the effort to preserve Fresno’s housing stock through our mobilehome parks proactive maintenance inspection program. The program identifies substandard housing violations and ensures rental housing meets minimum health and safety standards. In addition, the program serves to safeguard and preserve the housing stock of decent, safe and sanitary residential rental units within our mobilehome communities. Further, the program ensures residents in mobilehome communities receive prompt responses to complaints within these communities.
	Questions:	Notes:
1.	What was the process of taking on the responsibility for the enforcement of mobilehomes?	The city had a deadly fire at one of the mobile homes due to Health and Safety violations and shortly after had another fire at the same mobilehome park that destroyed three (3) mobile homes. The City Council directed staff to look into assuming the responsibility for enforcement of California’s Mobilehome Act at all mobilehome parks located within city limits. Attorney assisted in the process of making the request to HCD to take over jurisdiction.
2.	Mobilehomes/ Spaces	26 mobile homes parks, 3,528 spaces

3.	Staffing	Dedicated to mobile homes staff. Lead inspector and three (3) more code compliance officers = Four (4) staff in total
4.	Costs associated with taking on responsibilities?	Was not aware of costs referring to supervisor for additional information.
5.	What are the benefits/ challenges of the local responsibility?	<p><u>Enforcement Jurisdiction of exterior and common areas only.</u> Interior enforcement is still HCD jurisdiction and referrals made to HCD to address those complaints.</p> <ul style="list-style-type: none"> • Staff received Mobilehome Park Act Training from State. • Maintenance inspections are now being conducted. • Inspections require notices, outreaches, three (3) to four (4) parks a year. Only required to do two (2) parks a year. <p><u>Benefits:</u> proactive/prevention issues, maintenance inspections conducted annually, education to residents of potential hazards, immediate health and safety issues priority (electrical hazards). Park owners more involvement with the city.</p> <p><u>Challenges:</u> Residents upset with enforcement early on in the process. Owners are afraid of losing permit to operate. Eviction of tenants not complying with rules and regulations.</p>
6.	Reason why the City assumed the responsibility for enforcement of mobilehomes?	A deadly fire on April 29, 2021, which destroyed two (2) homes at the Trails End Mobile Home Park. Second destructive fire burned down three (3) mobilehomes at the same park.

	City of Lancaster	Contact: Officer Sam McNutt 661-723-6029 LM Spoke to Code officer Ann-Marie Whalen
		The State Mobilehome Park Act, Division 13, Part 2.1 of the California Health and Safety Code and the related State regulations permit the assumption of enforcement responsibilities for construction, use, maintenance and occupancy of mobilehome parks by a city or county. The City of Lancaster has assumed responsibility for the enforcement of Division 13, Part 2.1 of the California Health and Safety Code and the related administrative regulations.
	Questions:	Notes:

1.	What was the process of taking on the responsibility for the enforcement of mobilehomes?	Officer Whalen is not aware of the process, but the supervisor will reach out with the information. She is aware that they requested responsibility from HCD. Jurisdiction only for exterior and common areas. Roofs, windows, and any inside issues are still address by HCD.
2.	Mobilehomes/Spaces	Twenty-eight (28) mobilehomes/approximately 7,000 spaces
3.	Staffing	Two (2) dedicated staff to mobilehomes.
4.	Costs associated with taking on responsibilities?	Two (2) staff salaries and other costs.
5.	What are the benefits/ challenges of the local responsibility?	Benefits: Annual inspections, proactive in addressing issues early on. Challenges: Staffing, not enough staff to address issues. Push back early on from residents of enforcement.
6.	Reasons why the City assumed the responsibility for enforcement of mobilehomes?	Direct oversight. Be more proactive.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
SOUTHERN AREA OFFICE**

3737 Main Street, Suite 400, Riverside, CA 92501
(800) 952-8356 / TTY (800) 735-2929 / FAX (951) 782-4437
HCD Website: www.hcd.ca.gov



October 24, 2024

Director Gustavo Romo
City of Bell Gardens
7100 Garfield Ave.
Bell Gardens, Ca. 90201

RE: 19-0244-MP)

Dear Director Romo,

As per our previous conversations, there have been three Complaints in the past three years with regards to conditions at the above referenced park. One complaint in 2022, one complaint in 2023 and one complaint in 2024. Those complaints have been investigated by HCD and determined that the complaint was either Civil in nature or abated and closed.

I did personally tour the park on October 17, 2024. While there were noticeable violations, there was nothing visible which would rise to the level of imminent or immediate threats to life and safety. However, most of the observed violations were excessive debris and rubbish on the individual lots.

This park has been placed onto the Mobilehome Park Inspection (MPM) priority list for 2025.

Sincerely,

Kevin Hootman
Codes and Standards Administrator II



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 16.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Gustavo J. Romo, Deputy City Manager/Community Development Director
SUBJECT: **CONSIDERATION OF CREATION OF A MOBILEHOME PARKS AD HOC COMMITTEE**
DATE: October 28, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council by motion:

1. Receive and file this report and take no further action; *or*
2. Approve the attached Resolution to create an Ad Hoc Committee and appoint two Councilmembers to address concerns related to mobilehome parks.

BACKGROUND/DISCUSSION:

During the City Council meeting of October 14, 2024, a report was presented by staff identifying the City's responsive actions to complaints pertaining to a mobilehome park in the City. Following the presentation, the City Council requested that staff return with an agenda item to consider the creation of an Ad Hoc Committee with the idea of continuing to investigate and analyze mobilehome park concerns.

Ad Hoc Committees are permitted under the Brown Act as long as they:

- Serve a limited or single purpose that is for a limited time.
- Are composed solely of less than a quorum of the City Council.
- Have a defined purpose and time frame to accomplish that purpose.
- Are dissolved once the specific task is complete.
- Are advisory (the committee is not to be delegated any decision-making power and will be returning to the full City Council on its recommendation.)

Ad Hoc Committees are not subject to notice and posting requirements, nor to hold public meetings, if the above requirements are followed.

If the City Council were to create the Ad Hoc Committee, it would require no more than two council members to be appointed. Additionally, since the Ad Hoc Committee is meant to be of limited duration, it will dissolve upon the earlier of the following: 1) when appropriate recommendations are made; or 2) within 6 months of adoption of the attached Resolution.

CONCLUSION:

Creation of the Mobilehome Parks Ad Hoc Committee may provide coordinated strategic efforts in addressing mobilehome park concerns in the community.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-90

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-90

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF BELL GARDENS, CALIFORNIA,
APPROVING THE CREATION OF A MOBILEHOME
PARK AD HOC COMMITTEE**

WHEREAS, at its meeting of October 28, 2024, the City Council of Bell Gardens approved the creation of a temporary advisory, or *Ad Hoc* Committee to study, investigate and analyze coordinated strategic efforts in addressing mobilehome park concerns in the community and make recommendations to the full City Council on various issues related to mobilehome parks; and

WHEREAS, the City Council also approved the appointment of two (2) Councilmembers to said committee; and

WHEREAS, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.) generally applies to meetings among a majority of the members of a legislative body when the subject relates to local agency business, however, meetings of temporary advisory committees, as distinguished from standing committees with ongoing jurisdiction, made up solely of less than a quorum of a legislative body are not subject to the Brown Act; and

WHEREAS, the City Council intends that such committee be of temporary duration, as specified further below, to formulate a recommendation for full City Council consideration.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct and are incorporated into the body of this Resolution by this reference.

SECTION 2. The City Council hereby confirms and ratifies the creation of a temporary *Ad Hoc* Committee whose purpose and membership is to provide coordinated strategic efforts in addressing mobilehome park concerns in the community.

SECTION 3. The temporary advisory committee shall return to the City Council with a progress report or set of proposals, when an update is available. In order to maintain the temporary advisory character of the *Ad Hoc* Committee, it is the intent of the City Council that the *Ad Hoc* Committee shall be of limited duration and shall be disbanded upon the earlier of the following: 1) the development and submission of a final set of legislative or other appropriate recommendations to the full City Council for consideration; or 2) six (6) months from the date of this Resolution. Nothing in this Resolution shall operate to prevent the City Council from discontinuing the *Ad Hoc* Committee at an earlier time or making such additional changes as the City Council may deem necessary or desirable.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 28th day of October 2024.

THE CITY OF BELL GARDENS

Gabriela Gomez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

Resolution No. 2024-90

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT: