

**Due to Executive Order N-25-20 Members of the Council may
Teleconference into this meeting**



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 13, 2020, 6:00 PM
AGENDA**

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that members of the Bell Gardens City Council will participate in meetings telephonically. The public may view the meeting online. The Council Chamber is closed to the public at this time.

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 Jane Halstead, City Clerk by telephone at 562-806-7705 or via email to CityClerkDesk@bellgardens.org no later than one (1) hour before the scheduled meeting.

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Pedro Aceituno, Council Member
Marco Barcena, Council Member
Vacant, Council Member
Liseth Flores, Mayor Pro Tem
Alejandra Cortez, Mayor

CLOSED SESSION REPORT

PUBLIC HEARING (ITEMS NO. 1-2)

1. CITY OF BELL GARDENS COMMERCIAL REHABILITATION PROGRAM POLICIES AND PROCEDURES

Approval of Commercial Rehabilitation Program Policies and Procedures to provide financial assistance to commercial property owners within blighted areas in need of renovation.

Recommendation:

It is staff's recommendation that the City Council approve The City of Bell Gardens Commercial Rehabilitation Program Policies and Procedures funded by the Community Development Block Grant (CDBG) by adopting the attached Resolution.

2. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FY 2020-2021

Approval of Community Development Block Grant Program 2020-2021 Fiscal Year Budget upon consideration of public testimony and discussion.

Recommendation:

It is staff's recommendation that the City Council conduct a public hearing on the proposed budget for the Community Development Block Grant Program 2020-2021 Fiscal Year, and upon consideration of public testimony and discussion of relevant issues, approve the proposed budget by adopting the attached Resolution.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

(Three minutes per person, subject to a total period of 30 minutes)

PUBLIC PARTICIPATION: Pursuant to Executive N-29-20 and given the current health concerns, members of the public can access meetings live at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings> or at (562) 806-8922 and use code 2222. In addition, members of the public can submit comments electronically for consideration by the City Council by sending them to cityclerkdesk@bellgardens.org. To ensure distribution to the members of the City Council 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 and will be made part of the official public record of the meeting. If you would like to make your comments telephonically during the City Council Meeting, please call the City Clerk's office at 562-806-7700 no later than one (1) hour prior to the meeting to let staff know you would like to make a comment during the meeting. Staff will call you during the meeting at the appropriate time. Contact Jane Halstead, City Clerk at 562-806-7705 or the receptionist's desk at 562-806-7700 for any questions.

CITY MANAGER'S REPORT

CONSENT CALENDAR (Items No. 3-13)

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 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

3. 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 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.

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 recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/25/20, 02/27/20, and 03/03/20.

5. FEBRUARY 2020 TREASURER'S REPORT

The Treasurer's Report is a list of cash and investments for the month.

Recommendation:

It is staff recommendation that the City Council receive, approve, and file the February 2020 Treasurer's Report.

6. CLAIM REJECTION

Claims were filed with the City. Staff directed the claims to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation. Following the investigation, Carl Warren & Company and City staff determined that the City is not liable for the claims.

Recommendation:

It is staff recommendation that the City Council reject the following claims and the claimants and/or their representatives be notified:

- Krystal Zapata v. City of Bell Gardens (DOE 12/25/2019; DOR 01/2/2020)
- Lococo v. City of Bell Gardens (DOE 12/29/2019; DOR 12/30/2019)

The City's general liability claims administrator, Carl Warren & Company, recommends that these claims be rejected. The claimants, subject to certain exceptions, shall have up to six (6) months to file a court action subsequent to the City Council's rejection.

7. APPROVE MINUTES OF THE MARCH 9, 2020 CITY COUNCIL REGULAR MEETING

March 9, 2020 - Closed Session and Regular City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

8. APPROVE MINUTES OF THE MARCH 17, 2020 SPECIAL MEETING

March 17, 2020 - Special City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

9. APPROVE MINUTES OF THE MARCH 20, 2020 EMERGENCY CITY COUNCIL MEETING

March 20, 2020 - Emergency City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

10. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT BIDS FOR THE GARFIELD AVENUE AT MULLER STREET TRAFFIC SIGNAL PROJECT

The City's Capital Improvement Program includes Prop C funds and Gas Tax funds for the Garfield Avenue at Muller Street Traffic Signal Project. The project scope of work consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract documents to construct a fully operational traffic signal at the intersection of Garfield Avenue and Muller Street. Once City Council approves plans and specifications for this project, staff will advertise the Notice Inviting Bids.

Recommendation:

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

1. Approve the plans and specification for the Garfield Avenue at Muller Street Traffic Signal Project (CIP# 3885); and
2. Authorize staff to solicit bids.

11. LOS ANGELES COUNTY FLOOD CONTROL DISTRICT USE AND MAINTENANCE AGREEMENT FOR THE CONSTRUCTION OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN PROJECT

On November 10, 2019 the City awarded the John Anson Ford Park Infiltration Cistern Project to Zusser Company. The project is to capture trash, nutrients, heavy metals, bacteria, reduce toxicity from the watershed by installing storm water and dry weather flow diversion, pre-treatment, retention and infiltration facility that will capture and infiltrate water diverted from the regional stormdrain system prior to it reaching the Rio Hondo Channel. Construction of project requires the modification of LA County Flood Control District Storm Drain No. 539 , Line A Station 2-40.79. The City applied for a permit to modify and construct a diversion structure to this storm drain and as part of the permit the City needs to enter into the Use and Maintenance Agreement with the Los Angeles County Flood Control District.

Recommendation:

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

1. Adopt the attached Resolution approving a Use and Maintenance Agreement with the Los Angeles County Flood Control District for the Construction of the John Anson Ford Park Infiltration Cistern Project; and
2. Authorize staff to execute the agreement.

12. RESOLUTION DESIGNATING AUTHORIZED AGENTS OF THE CITY OF BELL GARDENS FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) PUBLIC ASSISTANCE GRANTS

Cal OES requires a Designation of Subrecipient's Agent Resolution for Non-State Agencies to be on file for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

A new Designation of Applicant's Agent Resolution for Non-State Agencies is required if the previously submitted document is older than three (3) years from the last date of approval or if changes are required to the name and/or title of authorized agents. The attached resolution designates the City Manager, the Director of Finance & Administrative Services and Senior Management Analyst as authorized agents for the City of Bell Gardens.

Recommendation:

It is staff's recommendation that the City Council adopt the California Governor's Office of Emergency Services (Cal OES) Resolution designating the City Manager, the Director of Finance & Administrative Services and the Senior Management Analyst as authorized agents to execute applications on behalf of the City of Bell Gardens for the purpose of obtaining post-disaster public assistance grants from Cal OES and FEMA.

13. APPROVAL OF AGREEMENT WITH HERK EDWARDS, INC. FOR THE PURCHASE OF BLEACHERS; AND AUTHORIZE THE USE OF MEASURE A GRANT FUNDING

The basketball gymnasium is the most heavily utilized indoor facilities, which is used on a daily basis. The City conducts athletic events, tournaments, community meetings, and award ceremonies in this facility which currently lacks the appropriate seating amenities. Staff is proposing to purchase two (2) banks of bleachers which would provide adequate seating for all events.

Recommendation:

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

1. Approve an agreement between the City and Herk Edwards, Inc. for the purchase of bleachers; and
2. Use Los Angeles County Measure A grant funding

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

(Three minutes per person, subject to a total period of 30 minutes)

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CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

Posted by: Jane Halstead, City Clerk April 9, 2020



**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:	Gustavo Romo, Director of Community Development
SUBJECT:	CITY OF BELL GARDENS COMMERCIAL REHABILITATION PROGRAM POLICIES AND PROCEDURES
DATE:	April 13, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council approve The City of Bell Gardens Commercial Rehabilitation Program Policies and Procedures funded by the Community Development Block Grant (CDBG) by adopting the attached Resolution.

BACKGROUND/DISCUSSION:

The City of Bell Gardens ("City") participates in the Los Angeles County's Community Development Block Grant (CDBG) Program and receives an annual allocation of Federal CDBG funds for community development projects that benefit persons of low and moderate income levels and aid in the prevention or elimination of blighted conditions. On February 10, 2020 the City Council approved the CDBG Program for Fiscal Year 2020-2021. A total of \$200,000 of the budget was identified for a Commercial Rehabilitation Program, which would include contract staffing to oversee the Program. Staff prepared and submitted the required draft program guidelines to the Los Angeles Community Development Authority (LACDA) for review and approval on January 2, 2020 with additional revisions submitted on February 3, 2020. The LACDA approved the City's program on March 3, 2020.

The Commercial Rehabilitation Program Policies and Procedures are intended to provide eligible commercial property owners with grants to improve their properties and revitalize their neighborhood. The targeted areas eligible for improvements have been identified as Eastern Avenue between Watcher Street and Jaboneria Road ("Target Area"). Staff believes property owners in these target areas will benefit from the funds the most.

There are commercial properties that reside north of the Marketplace Plaza and south of Bicycle Casino that are in blighted condition, and our focus is to continue and improve the overall aesthetics of those business corridors to give the City the most "bang for its buck".

Grants of up to \$100,000 may be available for the eligible improvements of signage, landscaping, painting, and repair of damaged or deteriorated facade components. The funds can only be used towards the rehabilitation of the street facing side of the Qualified Property. Corner buildings will be reviewed on a case-by-case basis by the Review Committee. The goal of this program is to facilitate economic growth and commercial revitalization, correct code violations, stimulate private investment and upgrade the physical image of the Target Area with CDBG funds.

Once approved, the Community Development Department will need to prepare a Request for Proposals (RFP) to contract a consultant to assist the Review Committee with overseeing the Program. The Review Committee will consist of the Director of Community Development/Economic Development Representative, City Planner or designee, and the Program Consultant. The Program will be made available to eligible property owners beginning July 1, 2020.

CONCLUSION:

The Commercial Rehabilitation Program will provide much needed improvements to certain blighted areas in the City to help bring about economic growth and remove blight overall. As such, staff recommends that the City Council approve the Commercial Design Guidelines to commence the Program.

FISCAL IMPACT:

No fiscal impact. The Commercial Rehabilitation Program is funded 100% by the CDBG Program, which is funded by the U.S. Department of Housing and Urban Development (HUD) through the Los Angeles Community Development Authority (LACDA).

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-23

Exhibit 2 - Commercial Rehabilitation Policies and Procedures

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) COMMERCIAL REHABILITATION PROGRAM POLICIES AND PROCEDURES

WHEREAS, the City of Bell Gardens (the “City”) is the recipient of Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”) pursuant to the Housing and Community Development Act 1974 (“Act”); and

WHEREAS, on February 10, 2020, the City Council of the City of Bell Gardens, approved the CDBG program for Fiscal Year 2020-2021, allocating \$200,000 of the funds to the Commercial Rehabilitation Program, which includes contract staffing to oversee the Program; and

WHEREAS, the Commercial Rehabilitation Program Policies and Procedures were submitted to the Los Angeles County Development Authority (“LACDA”) for review and approval on January 2, 2020, and revisions on February 3, 2020, with resulting approval from the LACDA on March 3, 2020; and

WHEREAS, the Commercial Rehabilitation Program Policies and Procedures are intended to provide eligible commercial property owners with grants up to \$100,000 to improve their properties and revitalize their neighborhood; and

WHEREAS, target areas eligible for improvements have been identified as Eastern Avenue between Watcher Avenue and Jaboneria Road (“Target Area”) and grants may only be used for the exterior improvements of signage, landscaping, painting, and repair or replacement of deteriorated façade components; and

WHEREAS, the Program is consistent with the LACDA’s program policies and the City’s General Plan goals and objectives as they pertain to economic growth and prosperity; and

WHEREAS, the Program’s goal is to facilitate economic growth and commercial revitalization, correct code violations, stimulate private investment and upgrade the physical image of the Target Area with CDBG funds.

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

SECTION 1. The City Council of the City of Bell Gardens hereby finds that the above recitals are true and correct and incorporated them herein by this reference.

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 finds that the Commercial Rehabilitation Program Policies and Procedures is consistent with the LACDA's requirements and the City of Bell Garden's General Plan for the reasons stated in the recitals and hereby approves said Program Policies and Procedures.

SECTION 3. The City Council further approves the Commercial Rehabilitation Program Policies and Procedures.

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 13th day of April, 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
City Attorney

Jane Halsted
City Clerk



City of Bell Gardens

**COMMERCIAL
REHABILITATION
PROGRAM**

Policies and Procedures

Approved LACDA 03032020

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CITY OF BELL GARDENS
Commercial Rehabilitation Program Guidelines

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SECTION I - OVERVIEW OF PROGRAM

A. Purpose, Goal and Objective of Program

The Commercial Rehabilitation Program ("Program") is intended to encourage the renovation/rehabilitation of blighted commercial areas within the City by providing financial assistance to property owners. Projects may include, but are not limited to, commercial façade, parking, landscaping, and energy efficiency improvements. For the purposes of this latest Program, the target areas will include commercial properties along Eastern Avenue between Jaboneria Road and Watcher Street. ("Target Area"). The funds can only be used towards the rehabilitation of the street-facing side of the Qualified Property. Corner buildings will be reviewed on a case-by-case basis by the Review Committee. The Program will fund ~~forgivable loans, matching equity loans, and deferred loans to grants~~ to eligible commercially zoned and fully developed parcels located in the Target Area. Detailed eligibility criteria are outlined in Sections II and III.

The goal of this Program is to incentivize commercial property rehabilitation in areas of the City that are in most need in order to spark economic growth within these areas. -It is staff's expectation that the Program will also result in correction of code violations and nonconformities and stimulate private investment by improving the aesthetics of the Target Area. The Program will also complement City street improvements within these areas and make the community a more inviting and interesting place for residents as well as those visiting to walk and shop.

B. Source of Funds and Relationship with Grantor

The Program is being funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The source of funds is the County Development Authority (LACDA) of the County of Los Angeles, which acts as an agent for and is the recipient of the CDBG funds. These funds are designed to meet community development needs in the removal of blight, particularly in low- and moderate-income areas.

As a disbursing agent for CDBG funds, the LACDA has subcontracted with the City to provide the administrative services for commercial rehabilitation activities. As such, the City is responsible for marketing the Program, processing and packaging all rehabilitation ~~loans~~ grants it obtains for the Program, performing on-site inspections, and acting as a quality control agent relative to Program activity. When utilizing CDBG funds, the City is obligated to fulfill the terms and conditions of its contract with the LACDA, established LACDA policies and procedures, and Federal, state, and local rules and regulations.

C. Types of Assistance Available

Assistance will be available to eligible property owners within the Target Area in the form of a ~~forgivable loan, matching equity loan and/or deferred loan~~ grant. The Review Committee will review each application to assure that the rehabilitation work proposed will accomplish the goals set by the Review Committee. All ~~forgivable loans, matching equity loans and deferred loans~~ grants will require majority approval by the Review Committee in order to obtain assistance.

The City will only pay for those architectural services specifically retained by the City in connection with rehabilitation work proposed under the Commercial Rehabilitation Program. ~~Should a property owner choose to hire an independent architect, the property owner will be required to solicit a minimum of three estimates for architectural services and may be reimbursed up to a maximum of \$2,500 for these services, provided funding is available. If the applicant does not complete the rehabilitation work as agreed upon, the applicant will not be entitled to a rebate for the architectural fees.~~

To the extent that funds are available, ~~each type of program funding loans grants~~ will be available to each property owner who meets the requirements of Section II and III.

The maximum grant amount available under this Program will not exceed \$100,000.

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Descriptions of the forgivable loan, matching equity loan, and deferred loan programs are as follows:

- ~~1. **Forgivable Loans:** Forgivable loans may be provided in an amount not to exceed \$500 per lineal foot of parcel frontage as measured along the street side(s) of the Qualified Property's façade or \$25,000 per project, whichever provides the greater benefit to the applicant. The maximum forgivable loan available under this Program will not exceed \$100,000 per contiguous property that is under the same business ownership.~~

~~Forgivable loans are secured with a deed of trust recorded as a lien on the property. These loans will be forgiven at the rate of 20 percent (20%) per annum upon fulfilling all terms and conditions, commencing on the first anniversary date, and on each subsequent anniversary date, of the filing of the Notice of Completion for improvements funded under the notewill.~~

- ~~2. **Matching Equity Loans:** The City will provide the applicant with one dollar (\$1.00) in matching equity loan funds for every one dollar (\$1.00) of personal funds that the applicant contributes towards the rehabilitation of the Qualified Property. The maximum matching equity loan amount that will be awarded per applicant is \$25,000 per tenant space. In the event the property owner does not have personal funds to contribute towards the rehabilitation, the applicant can borrow such funds through the deferred loan portion of this Program. A description of the deferred loan program is listed as item 3 below.~~

~~Matching equity loans are secured with a deed of trust recorded as a lien on the property. These loans will be forgiven at the rate of 50 percent (50%) per annum upon fulfilling all terms and conditions, commencing on the first anniversary date, and on each subsequent anniversary date, of the filing of the Notice of Completion for improvements funded under the notewill.~~

- ~~3. **Deferred Loans:** In addition to the forgivable loan and matching equity loan, deferred loans will be available under the Commercial Rehabilitation Program. The deferred loan will carry with it an interest rate of zero (0%) percent per year. The maximum loan amount cannot exceed \$50,000 per tenant space. The maximum deferred loan available under this Program will not exceed \$100,000 per contiguous property that is under the same ownership.~~

~~Deferred loans are secured with a deed of trust recorded as a lien on the property. Full payment of the deferred loan is required when 1) the property is sold, 2) title is transferred, or 3) the property is refinanced.~~

~~Subordination Agreements will be granted by the Community Development Director if the purpose of the refinancing is to achieve a better interest rate and monthly payment with no additional cash borrowed against the property, excluding loan fees and points.~~

D. Meeting CDBG Program National Objective Standards

The Commercial Rehabilitation Program will meet the CDBG Program national objective of benefit to low - moderate income persons by documenting that the applicant provides goods or services to the local community, the service area is primarily residential, and the area is primarily occupied by low – moderate income persons. The applicant must provide documentation of the business' service area. The City will use zoning maps to document the service area as primarily residential and located within the Program service area.

Additionally, the City will confirm the low-moderate income status of the applicant's service area through the Los Angeles County Development Authority (LACDA) the Map Locator (found at <http://egis3.lacounty.gov/cdclocator>). The Map Locator includes the latest data based upon the Census Bureau's American Community Survey. The U.S. Department of Housing and Urban Development (HUD) requires this data to be used to determine the eligibility of low- and moderate-income areas for CDBG activities.

The City will require the applicant to submit documentation of the goods or services they provide and justify the need for CDBG funds as part of providing goods and services. This documentation must be provided prior approval. After expenditure of the CDBG ~~loan~~ funds, the City will require the applicant to submit documentation that the business continues to provide goods and services to low-moderate income area residents.

E. Funding Availability

Funding under the Commercial Rehabilitation Program is limited and is awarded on a case-by-case basis as approved by the Review Committee.

F. Marketing/Advertising

The City will be marketing the program by utilizing the City website, social media, and City's seasonal brochure. Flyers and informational pamphlets will be distributed to potential program applicants within the Target Area.

SECTION II - APPLICANT ELIGIBILITY REQUIREMENTS

A. Property Ownership

The applicant(s) must be the current property owner(s) of the property to be rehabilitated in order to be eligible for Program assistance. Individuals, partnerships, corporations, nonprofit corporations and other legal entities may apply for assistance. The existing grant deed must list all current owners of the property. Property owner(s) will be construed to be any person(s) or legal entity that holds title to the subject property. In the case of multiple owners, the signature of each titleholder is required on all appropriate documents. The City will verify property ownership and require all persons currently on title to provide written consent to all work proposed to be performed on the property prior to initiating such work.

Property owner may allow business owner (tenant) to apply for participation in the Commercial Rehabilitation Program. However, business owner (tenant) must provide the City with an authorization letter by the property owner, giving the business owner (tenant) permission to participate in the Commercial Rehabilitation Program. If both the property owner and business owner (tenant) apply for participation in the Commercial Rehabilitation Program, the owner of the property will have priority over the business owner. The property owner must be fully involved with the decisions of the rehabilitation.

B. Utilization

As a result of participating in this rehabilitation Program, the applicant must adequately demonstrate that the subject property will be or will continue to be utilized for commercial purposes and that such use is authorized by the City's adopted zoning ordinance.

SECTION III - PROPERTY ELIGIBILITY REQUIREMENTS

A. Eligibility under the Program

To be eligible for the Program, the Qualified Property to be rehabilitated must be located within the corporate City limits and located within the Target Area and free from any existing code violations on the property, unless those violations would be corrected by the approved rehabilitation project.

B. Minimum Property Rehabilitation Standards

All work performed under the provisions of this Program must meet all applicable standards contained in the City's adopted zoning ordinance and such other codes as designated by the City.

C. Eligible Structures

Buildings or structures eligible for rehabilitation under this Program must be zoned for commercial, as applicable, and developed for uses permitted by local regulations. Non-conforming Qualified Property and uses may be assisted if the City finds that such assistance will be in the public's interest and consistent with local regulations and ordinances.

D. Signs

In order to participate in the Program, all signage on the property to be rehabilitated must be brought up to conformance and maintained in conformance with the City's sign ordinance. Additionally, existing roof signs must be removed and pole signs replaced or removed.

E. Lot Merger

In order to participate in the Program, adjacent commercial parcels owned by an applicant may be required to be merged depending on any existing nonconformities prior to receiving assistance-

F. Landscaping

Rehabilitation improvements must include landscaping in compliance with the City's standards, including water-conservation and efficiency requirements.

G. Rehabilitation Priority Repair

Commercial Buildings and Structures

In accordance with the regulations implementing the CDBG Program, 24CFR 570.202 (a)(3), assistance may only be used for exterior rehabilitation items. Such exterior improvements may include exterior refinishing, new signage, and building facade reconfiguration. Assistance may be provided for landscaping only if it is secondary to and in conjunction with building rehabilitation to be completed under the Program. The Review Committee will be

responsible for determining whether the proposed work is eligible under these guidelines. Program assistance can also be used for front facing exterior building and health code violations, seismic upgrades, and American with Disabilities Act (ADA) compliance requirements as identified by the City as long as these improvements are associated with complete façade improvements that will improve the overall aesthetics of the Target Area.

H. Permit and Financing Fees

In addition to eligible direct construction costs, ~~forgivable loan, matching equity loan, and deferred loan fundgrants~~ may be used to pay financing fees associated with this Program, including title evidence, credit reports, recording fees, plan check fees, and building permit fees.

I. Eligible Improvements

Items that affect the appearance of the building or property from the street (i.e. painting, trash enclosures, signs, graffiti film, security mesh grills, awnings, etc.) are eligible improvements, more particularly described as follows:

- Facade improvements, including sandblasting
- Repair or replacement of damaged or deteriorated facade components
- New exterior treatments or wall finishes
- Wood framing or other basic exterior wall materials integral to the facade work
- Painting
- Signage (both the removal of existing signs and the installation of new signs)
- Installation of new doors, windows, awnings and canopies
- Parking Lot Improvements
- Anti-Graffiti treatment
- Trash Enclosures
- Exterior lighting
- Fencing
- Landscaping

J. Ineligible Improvements

- Interior improvements
- New building construction

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SECTION IV - PROGRAM PROCEDURES

A. Applicant Intake and Eligibility Determination

1. Pre-Screening. To the extent possible, prospective applicants will be pre-screened for basic eligibility requirements over the telephone. A log of pre-screening calls will be maintained by the City.
2. Application. Persons may apply for Program assistance by completing application forms available at the City and submitting a completed application form and all required back-up materials to the Bell Gardens Community Development Department. Applications will be reviewed by the Review Committee. The City will maintain a waiting list for all pre-approved applicants.
3. Verification and Eligibility Determination. The City will verify all information obtained in connection with an application, as necessary. Applicants will be notified in writing regarding eligibility status.

~~45.~~ Processing. The goal for processing time from the date the City determines that an applicant is eligible for assistance under the Program until a ~~grant~~ loan is approved or denied is thirty (30) days.

~~54.~~ Rehabilitation Feasibility Determination. Once an applicant has been determined to meet eligibility requirements, the following procedures will apply:

- a. An initial inspection of the property will be made by the City's ~~Planning Division~~ Community Development Department staff and Program Consultant to determine the extent of any code violations as well as any health and safety issues that need to be corrected pursuant to the provisions of this assistance Program.
- b. A meeting will be held with the individual property owner(s) to determine the maximum amount to be contributed to the project by the property owner(s).
- c. Conceptual drawings ~~will shall~~ be prepared by ~~the City's Program Consultant~~ a Design Consultant.
- d. The Review Committee will approve the conceptual drawings. ~~prepared by the City's Program Consultant.~~
- ~~e.~~ ~~The approved conceptual drawings will be provided to property owner(s) for final selection.~~
- ~~ef.~~ Construction plans ~~will shall~~ be prepared by ~~the City's Program Consultant~~ a Licensed Architect.
- ~~fg.~~ Construction plans will be submitted to the Planning Division for approval.
- ~~gh.~~ Construction plans will be submitted to the City's Building and Safety Division for approval.

~~i.~~ ~~The City's Program Consultant will prepare a work description for the project.~~

~~j.~~ ~~The City's Program Consultant will submit Bid Specifications for LAGDA review and acceptance prior to obtaining bids.~~

~~k.~~ ~~The City's Program Consultant will prepare four sets of the bid package for distribution to the property owner(s).~~

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h. A pre-construction meeting will be held by the City's Program Consultant and Planning Division and Building and Safety Division staff prior to the start of construction.

~~5. Processing. The goal for processing time from the date the City determines that an applicant is eligible for assistance under the Program until a loan is approved or denied is thirty (30) days.~~

6. Approval and Notifications. The type and nature of assistance will first be approved by the Review Committee. The Review Committee will be comprised of the following City representatives:

- a. Director of Community Development/Economic Development Representative
- b. City Planner, or designee
- c. Program Consultant(s)
- ~~d. Public Works Director, or designee~~
- ~~e. Economic Development representative~~
- ~~f. Finance Director, or designee~~

To obtain financing, an applicant must meet all property and eligibility guidelines in effect at the time of funding approval. An applicant will be provided with written notification of approval or non-approval. A non-approval notification will specify the reason(s) why the application was not approved at this time.

7. Appeals. Any applicant wishing to appeal any item in conjunction with the Commercial Rehabilitation Program will first submit a written request to the Community Development Director within thirty (30) days of the decision. Such request will be submitted to the Review Committee for their review and consideration. The decision of the Review Committee will be final.

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B. Procurement and Contractor Selection

1. Procurement. The City will maintain a list of qualified contractors, as recommended by the Review Committee, who must be in good standing with the State Contractors License Board and are not listed on the debarred, suspended or ineligible contractors list as per 24 CFR Part 5. The City will coordinate with the property owner to obtain at least three (3) estimates from qualified contractors for each rehabilitation project. The property owner(s) will be responsible for obtaining estimates. The estimates will then be submitted to the City in the form prescribed by the City.
2. Selection. The applicant will make the final contractor selection from among three (3) qualified contractors who submit construction estimates. The contract will be awarded to the lowest responsive and responsible bidder. In the case where the applicant desires to award the construction contract to an approved contractor other than the lowest responsive bidder, the City may set the amount of the award equal to the amount of the bid of the lowest responsible bidder. The applicant will be responsible for any difference in the cost of construction.

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

- a. Contractor's social security number or federal tax ID number;
- b. Copies of the contractor's current liability and workers compensation insurance policies (must meet the City's insurance requirements);
- c. Copies of the contractor's current California contractor's license;
- d. Copy of the contractor's current California Department of Industrial Relations (DIR) registration;
- e. Contractor's certification regarding equal employment opportunity;
- f. All required Davis-Bacon information and certifications;
- g. Copy of contractor's current City business license; and
- h. A list of all of the project sub-contractors (including their state contractor's license number and DIR registration) to be used by the general contractor.

Any contractor with lapsed general liability and/or workers compensation insurance or an inactive state contractor's license will be removed from the job until he/she is able to provide proof of current insurance and/or license. All contractors will be required to obtain a City business license prior to the issuance of a building permit.

4. Ineligible Contractors. The City and the applicant(s) will agree not to award any contract for rehabilitation work, to be paid for in whole or in part with proceeds from a Program ~~grant/loan~~, to any contractor who does not have a valid state contractor's license, who cannot produce sufficient evidence of current workers compensation and liability insurance coverage, or who is on the federal Housing and Urban Development Department's (HUD's) Debarred Contractor List.

All owner/builders, or any member of the applicant's family, are considered ineligible, regardless of credentials or license. Any ineligible contractor found working at the job site will be removed immediately, without compensation.

5. Award of Contract

- a. Notification. The City will notify the selected contractor of the award of bid and will establish a date, time and place for the pre-construction conference. The City will also notify the non-selected contractors in writing.
- b. Rehabilitation Construction Contract. The contract for the approved rehabilitation work will be prepared by the City and will be entered into between the property owner and the selected contractor. The City may require the inclusion of certain contractual terms deemed necessary by the City Attorney. In the event of any dispute arising under this contract, the injured party will notify the injuring party in writing of its intentions as specified in the agreement between the property owner and the contractor.
- c. Private Arrangements. The City cautions the property owner and the contractor not to enter into "side deals" for additional work or deviations from the approved scope of work. The City will not be responsible for any additional work beyond the work listed in the approved scope of work.

C. Pre-construction Meeting

Prior to construction, the City will arrange a pre-construction meeting which will be attended by the CDBG Consultant, contractor, subcontractor(s), if applicable, the property owner(s), and representative City staff. The purpose of this meeting is to explain all applicable HUD requirements, including labor standard requirements (Davis-Bacon provisions), explain all Program requirements and procedures, coordinate and schedule the work start date, and answer questions related to contract documents. The City will maintain written minutes of this meeting.

A pre-construction meeting may be waived for emergency repairs.

D. Start of Construction

No work will commence until a "Notice to Proceed" has been signed by the City and issued to the contractor. In addition, no work will commence until all required permits have been issued by the City's department of building and safety.

E. Contractor Payments

1. Inspections. To ensure the integrity of the authorized work, the Program ~~inspector~~ Consultant will conduct site inspections prior to the issuance of progress payments and prepare detailed inspection reports which identify any deficiencies in a contractor's materials or workmanship. The Program ~~Inspector-Consultant~~ will make regular and/or unannounced inspections of work-in-progress to identify the quality of the work and assess owner satisfaction.
2. Payment Request Packages. The Contractor will submit payment request packages to the City in the prescribed format. All requests will be signed by the contractor, property owner(s), and the Program Inspector, certifying that the work has been satisfactorily completed. All pertinent invoices, releases, certifications, list of subcontractors and material men, and copies of applicable permits will be attached to the payment request. The final payment request will also include the property owner's certification of acceptance, building and safety sign-off, and a Notice of Completion. Payment request packages will be submitted to the Program Administrator (City's consultant) for approval. Progress payments will be paid for 80% of the job costs. The final payment for the 20% retention will be paid 35 days after the Notice of Completion has been recorded if no stop notices are received by the City.

F. Applicant Complaint Resolution Process

The City will maintain a complaint log documenting the date and nature of any project complaint and the corrective actions requested to be taken by City staff to resolve the matter. Complaints concerning the Program should first be made to the Program Administrator. Should a complaint be unresolved to the satisfaction of the applicant, an appeal may be made in writing to the Community Development Director.

Upon receipt of a complaint, the City will contact the property owner and attempt to resolve the problem. A written response will be issued within ten (10) working days. If the problem

cannot be resolved, it will be presented to the Review Committee for review and consideration. The decision of the Review Committee will be final.

G. Applicant Responsibilities

1. Property Maintenance. The property owner(s) is responsible for property maintenance during the performance of the rehabilitation work (contractor is responsible for keeping the property clean of all construction material). The property owner(s) is responsible for insuring that the rehabilitation work is not impeded because of the property owner's actions or the actions of their tenant(s). The contractor and his/her employees are to provide adequate pedestrian and property protection at the construction site. In addition, the property owner will maintain the property clear of property code violations ~~for the duration of any outstanding loan. If the property owner does not maintain the property free of code violations, the City will consider the owner to have breached the contract and may exercise its right to demand repayment of loan funds.~~
2. Property Tax Bills. Current property tax bills for the subject property must be submitted to the City as part of the application process. The property owner(s) is responsible for insuring that the property taxes are current ~~for the duration of any outstanding loan.~~ If an applicant's property tax statement indicates a delinquency at the time of the Program application, the City will not process the application until the City receives a Certificate of Redemption from the Los Angeles County Tax Assessor's Office or other appropriate documentation of proof of payment.
3. Notice of Completion. The property owner(s) is/are responsible for executing and filing a Notice of Completion with the City within 10 days of the completion of the work.
- ~~4. Forgivable/Matching Equity/Deferred Loan Repayment. Loans are secured with a deed of trust recorded as a lien on the property. Repayments for forgivable and deferred loans are due upon the sale of the property, refinancing, or transfer of title. Repayment will not be required and a subordination agreement will be executed by the Community Development Director if the purpose of the refinancing is to achieve a better interest rate and monthly payment with no additional cash borrowed against the property, excluding loan fees and points.~~
- ~~5. Insurance Requirements. Property owner(s) will maintain proper liability insurance on the property as long as a loan balance is outstanding. Owner(s) will be required to list the City of Bell Gardens, as applicable, as additional insureds. Staff will review the insurance policy limits to insure adequate policy coverage.~~
46. Data Universal Numbering System (DUNS) Number. Property owner(s) and/or business owner(s) will obtain a DUNS number, which is assigned for free to register the business with the U. S. Federal government in order to receive financial assistance under the CDBG Program.

SECTION V - MISCELLANEOUS PROGRAM REQUIREMENTS

A. City of Bell Gardens Business License

Applicants must have a current City of Bell Gardens Business License to be eligible to apply for funding. To apply for a Business License or obtain more information, applicant(s) may visit the Business License Division service counter in City Hall, Monday – Thursday from 7:30am to 6:00pm, or call (562) 806-7724.

B. Bonus, Commission or Fee

The applicant will not pay any bonus, commission or fee for the purpose of obtaining approval of the ~~loan-grant~~ application, or for any other approval or concurrence as may be required by HUD or the City pursuant to the provisions of this Program.

C. Conflict of Interest

No Program assistance will be provided to any member of the governing body of HUD, or any designee of HUD, or any officer or employee of the City, who exercises any authority or responsibility in connection with the administration of this Program. No member of the aforementioned organizations will have any interest, direct or indirect, in the proceeds from the Program or in any contract entered into by the applicant for the performance of the work financed, in whole or in part, with the proceeds of a ~~grant/loan~~ granted through the Program.

D. Disclosure of Information

The City is a public agency and information or records (with the exception of financial information that falls under Government Code section 6254 (c), and section 7460, et seq.) submitted or released to the City by the applicant may be considered public records and subject to disclosure under the Public Records Act, Government Code section, 6250, et seq.

E. Equal Opportunity Policy

Neither the City nor the Agency will discriminate based upon sex, age, race, creed, color, religion, national origin, marital status, ancestry or physical handicap in accepting and processing Program applications or in the awarding of a contract for rehabilitation of property assisted by this Program.

F. Fire Requirements

Each applicant is required to maintain sufficient fire insurance coverage on the subject property to allow the property to be rehabilitated under the Program. Prior to any ~~loan-grant~~ assistance, minimum fire insurance coverage will be demonstrated, in an amount equivalent to the reconstruction value of the subject building or structure with the proposed rehabilitation improvements. An uninsured applicant must obtain coverage in the required amount prior to receiving ~~loan-grant~~ assistance.

G. Historic Preservation

To comply with Section 106, the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and HUD guidelines, the City will prepare a Basic or Detailed Property Identification Form for all structures to be assisted. Such form must be accompanied by at least four (4) photographs and be submitted to the Los Angeles County Development Authority or the State Office of Historic Preservation Department of Parks and Recreation for review and clearance.

H. Substitution of Contractor

In the event that the selected contractor fails or refuses to complete the work in a professional and workman-like manner, as set forth in the Rehabilitation Construction Contract, including its General Conditions and Standard Specifications, or fails to use due diligence in performing the required work, the property owner(s) may terminate the Rehabilitation Construction Contract upon providing proper notice to such contractor. The City will assist the property owner(s) in completing the necessary termination document(s) as needed. No further rehabilitation will commence at the subject property until an agreement releasing the original contractor from his/her contractual obligations is on file with the City and a new contract has been signed between the substitute contractor and the property owner(s).

1. Non-commencement by Original Contractor. The owner will notify the City, by registered letter, if the original selected contractor will not be performing the rehabilitation work and will state the reason(s) why a substitution of contractor is requested. Both the property owner(s) and the original contractor's signatures are required on this document. The property owner must obtain at least three bids from contractors willing to perform the rehabilitation work. A new Rehabilitation Construction Contract and Notice to Proceed will be prepared by the City and appropriately signed.
2. Noncompliance by Original Contractor. If a substitution of contractor is requested, the owner will notify the City, by registered letter, of the specific means by which the originally selected contractor has failed to comply with the terms of the agreement and that a substitution of contractor is being requested. Both the property owner(s) and the original contractor's signatures are required on this document.

The City will inspect the job site and compile a list of incomplete or unacceptable items to determine the extent of work to be completed by the substitute contractor, and a meeting will be held between the City, the property owner(s) and the original contractor to establish an amount and method of payment for any work which has been completed in accordance with the agreement and the amount of funds to be withheld from the original contractor will be identified. Lien releases and invoices from the original contractor and subcontractor(s) will be provided. The City will prepare a revised work write-up based upon the City's inspection findings, which will contain only those items necessary to complete the job.

The property owner must obtain at least three new bids from contractors willing to complete the rehabilitation work once the description of that work and budget have been prepared by City staff or City's consultants. To the extent possible, the new contract will not exceed the balance of the available funding. Once a new bid has

been accepted, a new Rehabilitation Construction Agreement and Notice to proceed will be prepared by the City and appropriately signed.

I. Prevailing Wage Requirements

In accordance with CDBG Program Entitlement Grant Regulations, Davis-Bacon and/or state/federal prevailing wage requirements will apply to the rehabilitation of all commercial buildings and structures receiving a ~~loan~~-grant pursuant to this Program.

J. Lead Based Paint and Asbestos Testing

The City will ensure compliance with all County Development Authority and HUD mandated requirements regarding the testing and removal of lead-based paint and asbestos.

SECTION VI - AMENDMENTS

Amendments to these guidelines may be made from time to time by the City. Authority will be granted to the Community Development Director to grant a minor waiver or make minor amendments to these guidelines with the exception of any requirement of federal regulations or state law. All major amendments to these guidelines must be approved by the City Council.



**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, City Manager
BY:	Gustavo Romo, Director of Community Development
SUBJECT:	COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FY 2020-2021
DATE:	April 13, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council conduct a public hearing on the proposed budget for the Community Development Block Grant Program 2020-2021 Fiscal Year, and upon consideration of public testimony and discussion of relevant issues, approve the proposed budget by adopting the attached Resolution.

BACKGROUND/DISCUSSION:

The City Council originally heard and approved this item on February 10, 2020, but the public noticing identified a January 27, 2020 hearing and had to be re-noticed with the correct hearing date. Therefore, staff is presenting this item once again.

The City of Bell Gardens ("City") participates in the Los Angeles County's Community Development Block Grant ("CDBG") Program and receives an annual allocation of Federal CDBG funds for community development projects that benefit persons of low and moderate income levels and aid in the prevention or elimination of blighted conditions. In the past, the City has used its CDBG allocation to fund a residential rehabilitation program, code enforcement activities, graffiti removal, resident support services and youth programs, and obtain a Section 108 Loan to pay for the John Anson Ford Park Sports Complex improvements.

The Los Angeles County Development Authority ("LACDA") has determined that the City's preliminary CDBG allocation for FY 2020-2021 for the implementation of eligible projects is as follows:

New FY 2020-2021 CDBG Funds	\$616,772
Unallocated Prior Years CDBG Funds	<u>\$12,290</u>
Total Funds Available	\$629,062

In preparing the recommended CDBG budget, staff has considered the limited amount of the annual CDBG allocation as well as the need to address the continued closure of the Ford Park swimming pool. The recommendation is to fund the implementation of a Commercial Rehabilitation Program, including contract staffing to oversee the Program, and fund the renovation of the Ford Park swimming pool, which helps support the following community goals:

1. Preserve the infrastructural improvements of the community; and

2. Provide support services to residents and youth.

Project No. 1 & Recommended Allocation:

Aquatic Center Design and Construction

\$400,000 (FY 2020-2021)

Project No. 2 & Recommended Allocation:

Implementation of a Commercial Rehabilitation Program and contract staff to oversee Program

\$200,000 (FY 2020-2021)

Project Administration

The CDBG program allows for up to 10% of the annual allocation of new CDBG funds to be used for project administration costs. In the past, staff has used these funds to pay for a CDBG consultant to oversee, coordinate, manage, monitor, and report on the CDBG projects and programs, including the Section 108 Loan project for John Anson Ford Park. It is recommended that \$60,000 be allocated for project administration services.

CONCLUSION:

The preliminary allocation of FY 2020-21 CDBG funds, along with prior years' unallocated funds, will result in total funds available of \$629,062, which City staff recommends be used to pay for the design and construction costs of a new aquatics center as well as the implementation of a Commercial Rehabilitation Program and staffing to oversee the Program. Staff recommends that the City Council conduct a public hearing, and upon consideration of public testimony and discussion of relevant issues, approve the proposed FY 2020-2021 CDBG program budget by adopting the attached Resolution.

FISCAL IMPACT:

CDBG funds are the sole source of funds for the FY 2020-2021 activities. There is no impact to the General Fund.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-24

Exhibit 2 - Public Hearing Notice

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR 2020 - 2021 PROGRAM YEAR PROJECTS

WHEREAS, the City of Bell Gardens (the “City”) is the recipient of Community Development Block Grant (“CDBG”) funds from the United States Department of Housing and Urban Development (“HUD”) pursuant to the Housing and Community Development Act of 1974 (“Act”); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and suitable living environment, expanding economic opportunities, principally for persons of low and moderate income, preserve infrastructure improvements of the community, and provide support services to residents and youth; and

WHEREAS, the City of Bell Gardens anticipates receiving approximately \$616,772 in CDBG funds for Fiscal Year 2020 - 2021 in addition to approximately \$12,290 of unallocated prior year’s CDGB funds for the purpose of furthering these goals during Fiscal Year 2020 - 2021; and

WHEREAS, the City Council originally heard and approved this item on February 10, 2020, but the public noticing identified a January 27, 2020 hearing and, therefore, had to be re-noticed with the correct hearing date; and

WHEREAS, the City of Bell Gardens conducted a public hearing on April 13, 2020, to solicit public comments and suggestions from the community for the utilization of these funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bell Gardens does resolve, declare, determine and order as follows:

SECTION 1. The City Council, after consideration of the staff presentation, reports, discussion, oral testimony and evidence presented to the City Council, desires to fund eligible CDBG projects with 2020 - 2021 year funds.

SECTION 2. That City staff is hereby directed to submit to the Los Angeles County Development Authority, through this Resolution, the City’s intent to approve and fund the listed projects set forth in the staff report. Should the City’s final allocation vary from the amounts contained herein, the City Manager is authorized to revise the project budgets up to twenty-five percent (25%) without prior City Council approval.

SECTION 3. That City staff is hereby directed to prepare and submit documentation required for the approval and implementation of 2020 - 2021 CDBG Program Year projects.

SECTION 4. That City staff is hereby authorized to perform modifications to approved projects as required to conform to CDBG requirements and to provide for the expedient expenditure of funds.

SECTION 5. That notice of the public hearing was posted and advertised pursuant to applicable federal, state, and local laws.

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 13th day of April, 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
City Attorney

Jane Halstead
City Clerk

CITY OF BELL GARDENS

PUBLIC HEARING NOTICE

April 13, 2020

2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET

NOTICE IS HEREBY GIVEN that the City Council of the City of Bell Gardens will conduct a Public Hearing to receive citizen input on the project to be submitted to the U.S. Department of Housing and Urban Development (HUD) for funding through the Community Development Block Grant (CDBG) Program.

The City of Bell Gardens receives Federal CDBG funds, from HUD as a participant in the Los Angeles Urban County Program on an annual basis. The project discussed at the meeting, which is determined to be eligible under Federal Guidelines, and will principally benefit persons of low and moderate incomes, will be considered for inclusion in the Los Angeles County Development Authority's 2020-2021 Consolidated Plan.

The recommended CDBG project to be funded during the 2020-2021 program year is the refurbishment and construction of the Aquatics Center, Commercial Rehabilitation Program and staffing to implement the Commercial Rehabilitation Program. The proposed budget for the recommended project will be considered at the public hearing. The approved CDBG project and accompanying budget will be submitted to the Los Angeles County Development Authority for inclusion in its application to HUD.

All interested citizens are encouraged to attend. Persons attending the hearing will be furnished with the following information: 1) the amount of CDBG funds expected to be available to the City for the upcoming year; 2) range of community development activities that may be undertaken with CDBG funds; and 3) the proposed activity to be funded under the CDBG Program.

Written comments may be submitted to the City Clerk up until the closing of the public hearing on April 13, 2020. All interested parties are encouraged to appear and be heard on this item. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else rose at the public hearing described in this Notice, or in the written correspondence delivered to the public entity conducting the hearing at, or prior to, the Public Hearing. For further details contact Gustavo Romo, Director of Community Development, at (562) 806-7724.

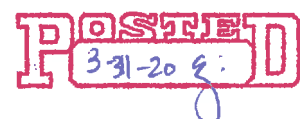
The Public Hearing by the City Council will be held on Monday, April 13, 2020 at 6:00 p.m., in the Bell Gardens City Council Chambers located at 7100 Garfield Avenue, Bell Gardens, California 90201.



Gustavo Romo
Director of Community Development

3-31-2020

Date





**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:	Jane Halstead, City Clerk
SUBJECT:	GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934
DATE:	April 13, 2020

RECOMMENDATION:

It is staff 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, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**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: Will Kaholokula, Director of Finance & Administrative Services
SUBJECT: WARRANT REGISTERS AND WIRE TRANSFERS
DATE: April 13, 2020

RECOMMENDATION:

It is staff recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/25/20, 02/27/20, and 03/03/20.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 02/25/20, 02/27/20, and 03/03/20. The warrant registers, wire transfers, and net payrolls reflect the obligations of the City for the above referenced dates.

CONCLUSION:

If the recommendation to the City Council is approved, the warrant registers, wire transfers, and net payrolls dated 02/25/20, 02/27/20 and 03/03/20 will be received and filed.

FISCAL IMPACT:

Description	Check Date	Reference Number	Amount
Warrant register	02/25/20	172939 - 173021	\$196,217.71
		Total Vouchers	\$196,217.71
Wire transfer	02/27/20	1427 - 1430	\$230,957.79
Warrant register	03/03/20	173022 - 173108	\$630,314.88
		Bank total	\$861,272.67
Net payroll transfer	02/27/20	-	\$402,173.88
		Total Vouchers	\$1,263,446.55
		Grand Total Vouchers	\$1,459,664.26

ATTACHMENTS:

Exhibit 1 - Warrant Register

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

Page: 1

02/27/2020 10:12:36AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172939	2/25/2020	000015 A Y NURSERY	107994		PW-FDPK PLANTS	687.30
					Total :	687.30
172940	2/25/2020	000076 AFLAC	107202		FA VOL INS FEB 2020	8,166.50
					Total :	8,166.50
172941	2/25/2020	008623 ALAN'S LAWN & GARDEN CENTER	928198		PW-REPAIR/SRVC HEDGE TRIMME	219.13
					Total :	219.13
172942	2/25/2020	000106 ALL CITY MANAGEMENT SERVICES	66302	04132	PW CROSSING GUARD SERVICES	5,040.99
					Total :	5,040.99
172943	2/25/2020	004556 AMERICAN WELDING, RAMIRO PACHECC	990635		PW-REPAIR FENCE AT SENIOR BG'	840.00
			990636		PW-INSTALLED METAL BOX BGVP	960.00
			990637		PW-3 NEW GRILLS AT BGVP	420.00
			990638		PW-REPAIR METAL FRAME AT BGV	380.00
			990639		PW-REPAIR FENCE AT SKATING Ph	680.00
					Total :	3,280.00
172944	2/25/2020	008648 ATP FITNESS SERVICES, ROBBY J ALLIS(1433		RCS SR CTR MAINT.	95.00
					Total :	95.00
172945	2/25/2020	009837 AYALA, LUIS	8178		RCS SHELTER DEP REFUND 2/8	50.00
					Total :	50.00
172946	2/25/2020	006666 BEITH, TORBEN	20200214	04230	PD ADMIN SUPP SRVCS (9 MONTH	1,575.00
					Total :	1,575.00
172947	2/25/2020	009655 B-LINE INVESTIGATIONS, INC	1105	04346	PD POLICE DEPART APPLICANT BA	1,013.00
			1105-1	04104	PD POLICE DEPARTMENT BACKGR	94.00
					Total :	1,107.00
172948	2/25/2020	000302 BLUE DIAMOND MATERIALS	1760362		PW- CONCRETE ASPHALT DUMP F	175.00
					Total :	175.00
172949	2/25/2020	007983 BRACAMONTES, CHRISTOPHER JASON	FEB2020		RCS FOLLORICO INST FEB	248.50
					Total :	248.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172950	2/25/2020	000313 BRITE WHITE, ELISEO RODRIGUEZ	24785		PD-UNIT 230,228,593	235.00
					Total :	235.00
172951	2/25/2020	006331 BSN SPORTS, LLC	90813315		RCS YTH BB GAME EQUIP & SUPPI	153.87
					Total :	153.87
172952	2/25/2020	008114 CALIFORNIA CLEANING SUPPLIES	48959		PW-CUSTODIAL SUPPLIES	935.06
			48968		PW-CUSTODIAL SUPPLIES	54.73
			48970		PW-CUSTODIAL SUPPLIES	666.53
					Total :	1,656.32
172953	2/25/2020	004748 CAMACHO, PAUL	SP SUPPLIES		PD-OIS DETAIL SUPPLIES	150.30
					Total :	150.30
172954	2/25/2020	006668 COMPLETE LANDSCAPE CARE,INC	15656	04339	RCS SPORTS CNTR LANDSCAPE J	4,649.00
			15656-2	04339	PW FORD PARK MAINT JAN	2,550.00
			15741	04339	RCS SPORTS CNTR LANDSCAPE F	4,649.00
			15741-2	04339	PW FORD PARK MAINT FEB	2,550.00
					Total :	14,398.00
172955	2/25/2020	009123 COMPLETE OFFICE OF CALIF. INC.	24167680		PW-JANITORIAL SUPPLIES	664.75
					Total :	664.75
172956	2/25/2020	007629 CONFIDENCE UST SERVICES, INC	200509819		PW-OPERATOR INSP TANK AT PD I	95.00
					Total :	95.00
172957	2/25/2020	007417 CRUZ, JOSE MANUEL	FEB 2020		RCS KARATE INST FEB	854.00
					Total :	854.00
172958	2/25/2020	008852 CRUZ, MARIA E.	FEB2020		RCS BALLET INST FEB	1,092.00
					Total :	1,092.00
172959	2/25/2020	002805 DEPARTMENT OF JUSTICE	430992		PD-FINGERPRINT APPS JAN2020	2,220.00
					Total :	2,220.00
172960	2/25/2020	005907 DEPT OF PUBLIC WORKS, COUNTY OF L	PW20021003719		PW-INSP 12/19-1/15	4,614.51
					Total :	4,614.51

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172961	2/25/2020	001978 DISTRICTS OF LA COUNTY, COUNTY SAN	1593A0120		PW-DUMP FEE JAN 2020	1,764.99
					Total :	1,764.99
172962	2/25/2020	000713 DOWNEY VENDORS	100803		CD COFFEE SUPPLIES	72.90
			100859		CD COFFEE SUPPLIES	63.90
					Total :	136.80
172963	2/25/2020	002566 EP CONTAINER CORPORATION	0311126IN		PW-SUPERFINE FOR OIL SPILLS P	514.22
					Total :	514.22
172964	2/25/2020	009434 ESCOBEDO, RAMON	14051976		RCS SENIOR EVENT REIM	75.00
			14052574		RCS SENIOR EVENT REIM	25.00
					Total :	100.00
172965	2/25/2020	008881 EVENAS DESIGN	4613	04347	CM DESIGN, LAYOUT, PRODUCTIO	2,500.00
					Total :	2,500.00
172966	2/25/2020	008785 FLEMING, RONNIE	021220	04338	RCS YOUTH WINTER BASKETBALL	2,268.00
					Total :	2,268.00
172967	2/25/2020	009828 FOOTHILL COMMUNICATIONS, INC.	1010	04313	PD DISPATCH CENTER - TEMPORA	4,933.48
			1011	04312	PD DISPATCH CENTER - TEMPORA	7,275.00
					Total :	12,208.48
172968	2/25/2020	009473 FRENCH PRESS CUSTOM	10305019		RCS SPRING DAY CAMP SHIRTS	284.19
					Total :	284.19
172969	2/25/2020	009765 FREY ENVIRONMENTAL, INC.	9780104	04284	CD ENVIRON CONSUL 8000 BELL C	920.00
					Total :	920.00
172970	2/25/2020	009084 FRONTIER COMMUNNICATIONS	2091195514-022820		FRAME RELAY 01/3-02/3	2,242.76
					Total :	2,242.76
172971	2/25/2020	002092 GOLDEN STATE WATER COMPANY	92962400005-021220		PW-6863 DARWELL AVE.	236.39
					Total :	236.39
172972	2/25/2020	001025 HOME DEPOT	004323/3542029		PW-PD BRIEFING RM SUPPLIES	30.55
			005987/2024884		PW-ST CREW SUPPLIES	83.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172972	2/25/2020	001025 HOME DEPOT	(Continued) 007580/0614624 007992/0025094 011545/6025334 012612/5025395 8904380		RCS SC REP HOSE FOR PAINT MA PW-FACILITIES SUPPLIES PW-PD DISPATCH SUPPLIES PW-PD DISPATCH SUPPLIE S RCS FP MAINT SUPPLIES Total :	59.37 97.86 276.81 43.70 117.30 709.06
172973	2/25/2020	008867 HOUSTON ENGINEERING INC	46985		PW-MS4 FRONT SOFTWARE MAIN Total :	1,800.00 1,800.00
172974	2/25/2020	001034 HUMAN SERVICES ASSOCIATION	013120202	04325	RCS SENIOR MONTHLY MEALS JAN Total :	1,028.75 1,028.75
172975	2/25/2020	008843 HYGENEX FRANCHISING CORP.	235405 235563 236418		RCS NYC MNTNCE 1/8-29TH RCS BGVP MNTNCE 1/8-29TH RCS SR MNTNCE 1/8-29TH Total :	216.00 348.00 252.00 816.00
172976	2/25/2020	005980 IACP	0095184		PD-MEMBERSHIP HUBNER TIL DEC Total :	190.00 190.00
172977	2/25/2020	005177 INFRASTRUCTURE ENGINEERS	24818 24862 24872	04340 04266	CD-B&S PLAN CHECK 1/20 PW VET PK FENCE PROJECT (DES PW WATER WELL PUMP RESERVC Total :	1,493.67 456.00 21,319.12 23,268.79
172978	2/25/2020	009373 INTERNATIONAL, THE COUNSELING TEA	75537	04123	PD PSYCHOLOGICAL CONTRACT E Total :	1,000.00 1,000.00
172979	2/25/2020	008569 JCL TRAFFIC	103570		PW-SIGNS FOR SPEED BUMPS ON Total :	982.87 982.87
172980	2/25/2020	008730 JHM & CARSON SUPPLY, INC	52758/3 528263		PW IRRIG SUPPLIES BGVP PW-IRRIG SUPPLIES PARKS Total :	336.86 854.92 1,191.78
172981	2/25/2020	008492 JSF TECHNOLOGIES	30709	04333	PW DUAL 12" X-WALK 20W YELLOW	3,263.00

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172981	2/25/2020	008492 008492 JSF TECHNOLOGIES	(Continued)		Total :	3,263.00
172982	2/25/2020	009008 KAY PARK-REC CORP	187970	04326	PW GALVANIZED PICNIC TABLES F	2,813.00
					Total :	2,813.00
172983	2/25/2020	006145 LAN WAN ENTERPRISE, INC.	65433	04204	PD PURCHASE OF NEW WINDOWS	2,300.00
			65523	04108	PD LAN WAN MAINTENANCE I.T. A	4,800.00
					Total :	7,100.00
172984	2/25/2020	007055 LINGLE BROS. COFFEE, INC	L11708		PD-COFFEE SUPPLIES	262.55
					Total :	262.55
172985	2/25/2020	001395 MANAGED HEALTH NETWORK	PRM048284-011720		FA MHN INS FEB 2020	277.97
					Total :	277.97
172986	2/25/2020	006811 MATT CHLOR INC.	23529		PW-1/16/20 BULK CHLORINE WATE	574.40
					Total :	574.40
172987	2/25/2020	009827 MCA DIRECT	2020031	04354	CCL ELECTION CONSULTATION AN	1,166.31
					Total :	1,166.31
172988	2/25/2020	008284 MGT OF AMERICA INC	37191	04110	FA FY19-20 STATE MANDATED CLA	1,250.00
					Total :	1,250.00
172989	2/25/2020	001474 MIDTOWN PLUMBING, INC.	IN00028039		PW-UNPLUGGED RESTROOM BGV	279.20
					Total :	279.20
172990	2/25/2020	001520 MORRISON ELECTRICAL INC.	17717		PW-PALM TREE LIGHTING DEMO	985.00
			17718		PW-PALM TREE LIGHTING DEMO	935.00
			17719		PW-PALM TREE LIGHTING DEMO	950.03
			17755		PW-PALM TREE LIGHTING FIXTURE	922.37
			17756		PW-PALM TREE LIGHTING LED LIG	897.41
			17757		PW-PALM TREE LIGHTING NEW LE	946.55
					Total :	5,636.36
172991	2/25/2020	001552 NADA BUS INC.	50384		RCS SR CTR EXCUR 2/8	625.00
					Total :	625.00
172992	2/25/2020	001562 NATIONAL CONSTRUCTION RENTALS	5637363	04330	PW REPLACE "6 CHAIN LINK FENC	2,284.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172992	2/25/2020	001562 001562 NATIONAL CONSTRUCTION	(Continued)		Total :	2,284.02
172993	2/25/2020	001576 NATIONWIDE ENVIRONMENTAL SRVCS	30641	04138	PW STREET SWEEPING SERVICES	16,120.94
			30686	04138	PW FUEL SURCHARGE JAN	992.75
					Total :	17,113.69
172994	2/25/2020	008895 NTS MIKEDON,LLC	0897186		PW-COLD PATCH FOR CITY STREE	999.19
					Total :	999.19
172995	2/25/2020	002293 OF SO. CALIF., UNDERGRND SRVC ALER	120200053		PW- UNDERGRND SRVC JAN2020	67.75
			DSB20190036		PW-CALIF STATE FEE FOR REG CC	35.86
					Total :	103.61
172996	2/25/2020	007608 OREILLY AUTO PARTS	3849414196		PW-FACILITIES VEH SUPPLIES	11.49
			3849415023		PW-FACILITIES VEH SUPPLIES	120.84
					Total :	132.33
172997	2/25/2020	008666 PARS	44631		PARS TRUST ADMIN SRVCS NOV	599.03
			44732		PARS ANNUAL PARCIPANT STMT F	105.00
			44846		PARS TRUST ADMIN SRVCS NOV	619.77
					Total :	1,323.80
172998	2/25/2020	009820 PROSEGUR SERVICES GROUP, INC.	607417		RCS SPRT CTR SEC 2/3-9TH	1,113.28
					Total :	1,113.28
172999	2/25/2020	004661 QUILL CORPORATION	4613452		PD-OFFICE SUPPLIES ADMIN TONE	279.09
					Total :	279.09
173000	2/25/2020	000186 READYREFRESH BY NESTLE	00B0032331100		PW-WATER FILTERING SRVC 1/11-;	76.63
			00B0032672016		RCS FORD PK OFFICE SUPPLIES	38.31
			00B0032672024		RCS GOLF COURSE OFC SUPPLIE	38.31
			00B0032672032		RCS YTH CNTR SUPPLIES	38.31
			00B0032672057		RCS SENIOR CNTR SUPPLIES	62.39
			00B0032672065		RCS VETERANS PK SUPPLIES	58.01
			00B0033108044		PD-WATER SRVC 1/11-2/10	35.03
			00B0033108135		PD-WATER SRVC 1/11-2/10	35.03
					Total :	382.02
173001	2/25/2020	004643 RESOURCE BUILDING MATERIALS	2766684		PW-PLAY GRND SAND FORD PK	340.45

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173001	2/25/2020	004643 RESOURCE BUILDING MATERIALS	(Continued) 2766743 2766802		PW- PLAY GRND SAND FDPK PW-PLAY GRND SAND FDPK Total :	340.45 170.23 851.13
173002	2/25/2020	008726 ROCK, CAROL J	65	04349	CM COMMUNICATIONS CONSULTA Total :	1,500.00 1,500.00
173003	2/25/2020	001921 ROSEBURROUGH TOOL COMPANY	566249 566643		PW-SMALL TOOLS SUPPLIES PW-STREET CREW SUPPLIES Total :	946.19 495.11 1,441.30
173004	2/25/2020	005465 RPW SERVICES INC.	18213		PW-INSPECT & TREAT GOPHERS C Total :	420.00 420.00
173005	2/25/2020	001935 S&S WORLDWIDE	IN100402705		RCS GAME ROOM SUPPLIES Total :	42.76 42.76
173006	2/25/2020	008861 SHARE CORPORATION	118878		PW-JANITORIAL SUPPLIES Total :	472.13 472.13
173007	2/25/2020	002063 SMART & FINAL	038034 038035 052994 052995 054594		RCS NYC FEB SUPPLIES RCS NYC FEB SUPPLIE S RCS SR CTR SUPPLIES RCS SR CTR EVENT RCS GC MERCHANDISE FOR RESA Total :	48.09 107.03 47.25 129.54 147.31 479.22
173008	2/25/2020	000913 SMITH PAINT	791058 792055		PW-FDPK PAINT SUPPLIES PW-CITY HALL PAINT SUPPLIES Total :	693.38 49.62 743.00
173009	2/25/2020	009465 SONSRAY MACHINERY	W0857603		PW-SRVC TRACTOR AT BGVP Total :	842.60 842.60
173010	2/25/2020	009031 STAR2STAR COMMUNICATIONS, LLC	SUBC00003611 SUBC00003760		VOIP SRVC 1/8-2/7/20 VOIP SRVC 2/8-3/7 Total :	10,981.85 11,046.99 22,028.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173011	2/25/2020	007554 STEAMX,LLC, MIKE J. MANCE	54992		PW-PRESSURE WASHER REPAIR I	468.64
					Total :	468.64
173012	2/25/2020	003784 SUAREZ, GEORGE	SUAREZ 021820		CD REIM CODE CK PLUMBING	75.92
					Total :	75.92
173013	2/25/2020	007191 SUPERCO SPECIALTY PRODUCTS	PS1326642		PW-GRAFFITI BUSTER FOR PARKS	874.07
					Total :	874.07
173014	2/25/2020	009775 THOMSON INC.	8607192		PW-PREV MAINT QTRLY BGVP	585.00
			8607832		PW-PREV MAINT QTRLY MAINT FDI	702.00
			8608308		PW-PREV MAINT QTRLY PD	975.00
			8608834		PW-PREV MAINT QTRLY BGVP	585.00
					Total :	2,847.00
173015	2/25/2020	001447 TIME WARNER CABLE	8448300430179728-1		RCS SENIOR CNTR SERVICES 1/21	114.00
					Total :	114.00
173016	2/25/2020	004186 TPX COMMUNICATIONS	1246912880		TELECOMMUNICATIONS 12/23-1/22	1,403.72
			1247994870		IT DATA COMMUNICATIONS JAN	1,928.03
			1259123120		IT DATA COMM FEB 2020	1,927.92
					Total :	5,259.67
173017	2/25/2020	009717 TRENCH PLATE RENTAL CO.	121758	04334	PW 6'X12'X1.5" THICK SKID RESIST	2,275.00
					Total :	2,275.00
173018	2/25/2020	002262 TRIANGLE SPORTS, INC	39850		RCS ADULT SB GAME BALLS	607.07
					Total :	607.07
173019	2/25/2020	005879 UNITED SITE SERVICES	1148109880		PW-SEWAGE TANK SRVC AT FDPK	491.71
			1149396208		PW-SEWAGE TANK SRVC AT FDPK	491.71
			1149539402		PW-SEWAGE TANK SRVC FDPK 11,	491.71
			1149664451		PW-SEWAGE TANK SRVC AT FDPD	491.71
			1149784247		PW-SEWAGE TANK SRVC AT FDPK	491.71
			1149857131		RCS VETERANS PK PORTABLE RE	633.26
			1149857834		RCS PORTABLE RESTRMS 2/7-3/5	437.09
					Total :	3,528.90

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173020	2/25/2020	006130 VERIZON WIRELESS	9847648456		PD-WIRELESS PHONES SRVC 1/4-	2,789.39
					Total :	2,789.39
173021	2/25/2020	009788 VILLALOBOS, MARIA G.	FEB2020		RCS AEROBICS INST FEB	637.00
					Total :	637.00
83 Vouchers for bank code : common						Bank total : 196,217.71
83 Vouchers in this report						Total vouchers : 196,217.71

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1427-WIRE	2/27/2020	003359 BANK OF THE WEST	Ben561899		FICA - SOC. SEC.: PAYMENT	71,977.95
					Total :	71,977.95
1428-WIRE	2/27/2020	001725 CALPERS	Ben561901		PERS - MISC: PAYMENT	112,505.68
					Total :	112,505.68
1429-WIRE	2/27/2020	003358 BANK OF THE WEST	Ben561903		STATE INCOME TAX: PAYMENT	20,031.16
					Total :	20,031.16
1430-WIRE	2/27/2020	009439 MASS MUTUAL	Ben561905		MASS MUTUAL: PAYMENT	26,443.00
					Total :	26,443.00
173022	3/3/2020	009669 CENTER OF CA, OCCUPATIONAL HEALTH 66748815			PD-BOOKING EXAMS 1/8,10,14TH	256.50
					Total :	256.50
173023	3/3/2020	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben561887		PARS: PAYMENT	3,522.74
					Total :	3,522.74
173024	3/3/2020	007259 ACCOUNTEMPs	55315084	04355	FA PROFESSIONAL SRVCS COVAR	2,044.00
					Total :	2,044.00
173025	3/3/2020	000076 AFLAC	493573		FA VOLUNTARY INS MARCH 20	8,166.50
					Total :	8,166.50
173026	3/3/2020	000106 ALL CITY MANAGEMENT SERVICES	66780	04132	PW CROSSING GUARD SERVICES	6,274.65
					Total :	6,274.65
173027	3/3/2020	000148 AMTECH ELEVATOR SERVICES	CVA09875K320		PW-MNTHLY SRVC FEE MARCH202	190.48
					Total :	190.48
173028	3/3/2020	000150 ANAYA'S SERVICE CENTER	32791 32845		PW-SRVC/REPAIR VEH L178	318.47
					PW-SRVC/REPAIR VEH L181	244.06
					Total :	562.53
173029	3/3/2020	003260 ANDRADE, ARMANDO	JAN2020		CARPOOLING REIM JAN 2020	35.00
					Total :	35.00

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173030	3/3/2020	000301 ANTHEM BLUE CROSS	000106548400 001001069G		RET HEALTH INS FEB FA HEALTH INS FEB	8,704.20 201,513.98
					Total :	210,218.18
173031	3/3/2020	000284 ASSOC., BELL GARDENS POLICE	Ben561893		NON-SWORN POA MEMBER-DUES,	2,304.50
					Total :	2,304.50
173032	3/3/2020	008041 AVANT GARDE INC.	5973	03679	PW COMPLETE STREETS PLAN AD	1,700.00
					Total :	1,700.00
173033	3/3/2020	000299 BLAUVELT SIGNS, LARRY BLAUVELT	5550		PW-ATTORNEY NAME PLATE	44.25
					Total :	44.25
173034	3/3/2020	000313 BRITE WHITE, ELISEO RODRIGUEZ	24791 24794		PD- UNIT 2017 CHRYSLER TIRES PW-FLAT REPAIR VEH T171	680.00 30.00
					Total :	710.00
173035	3/3/2020	005678 BURRO CANYON SHOOTING PARK	2118		PD- RANGE FEE	20.00
					Total :	20.00
173036	3/3/2020	006083 CEA BG CITY EMPLOYEES	Ben561883		BGCEA: PAYMENT	936.00
					Total :	936.00
173037	3/3/2020	000452 CENTRAL BASIN MWD	BGJAN20		PW-MNTHLY WATER SRVC JAN	2,166.83
					Total :	2,166.83
173038	3/3/2020	008611 CHAVEZ, JORGEL	021820		CD PC MTG 2/19/20	100.00
					Total :	100.00
173039	3/3/2020	006722 CITY EMPLOYEES ASSOC.	Ben561885		BGPWA DUES: PAYMENT	279.00
					Total :	279.00
173040	3/3/2020	002009 CITY OF DOWNEY	234012		RCS SEAACA LICENSE CANVASSIN	26,624.00
					Total :	26,624.00
173041	3/3/2020	006668 COMPLETE LANDSCAPE CARE, INC	15760		RCS INCREASE MNTHLY MAINT	996.00
					Total :	996.00

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173042	3/3/2020	007750 CORELOGIC SOLUTIONS,LLC	82007313		CD TITLE REPORTS 1/20	342.00
					Total :	342.00
173043	3/3/2020	000580 CORONA, RAYMUNDO	JAN2020		CARPOOLING REIM JAN 2020	35.00
					Total :	35.00
173044	3/3/2020	009777 CREATIVE BUS SALES, INC.	1538955	04246	PW CLASS C STARCRAFT BUS, CA	73,714.29
					Total :	73,714.29
173045	3/3/2020	004807 DAPEER,ROSENBLIT & LITVAK	16837		CD LEGAL MUNI CODE 1/2020	2,451.70
			16838		PD- LEGAL 1/2020	1,208.00
					Total :	3,659.70
173046	3/3/2020	000659 DELTA DENTAL OF CALIFORNIA	BE003756077		FA DENTAL INS FEB 2020	17,131.18
					Total :	17,131.18
173047	3/3/2020	000658 DELTA DENTAL INSURANCE COMPANY	BE003753790		FA DENTAL INS FEB	1,177.57
					Total :	1,177.57
173048	3/3/2020	008098 DIRECTV, INC.	37192557566		RCS GC SRVC 2/19-3/18	97.99
					Total :	97.99
173049	3/3/2020	006424 FERNANDO'S HARDWARE & LUMBER	82489		PW-BGVP CEMENTPROJECT	9.84
			82538		PW-STREET CREW SUPPLIES	78.72
			82539		PW-ST CREW SUPPLIES	65.67
					Total :	154.23
173050	3/3/2020	009670 FLORES, DIANNE	021920		CD PC MTG 2/19/20	100.00
					Total :	100.00
173051	3/3/2020	006521 FRANCHISE TAX BOARD	Ben561889		GARNISHMENT: PAYMENT	593.84
					Total :	593.84
173052	3/3/2020	002092 GOLDEN STATE WATER COMPANY	47710200008-021420		PW-6546 EASTERN	68.46
			50552100005-021920		PW-5978 GALLANT ST IRRIG	165.45
			57710200007-022020		PW-6547 EASTERN	75.05
			58731400006-021820		PW-7901 EASTERN MEDIAN IRRIG	272.33
			84655100000-021820		PW-5619 CLARA ST IRRIG	264.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173052	3/3/2020	002092 002092 GOLDEN STATE WATER COI (Continued)			Total :	845.83
173053	3/3/2020	006354 GONZALEZ, FREDDIE	JAN2020		CARPOOLING REIM JAN 2020	35.00
					Total :	35.00
173054	3/3/2020	008072 HF & H CONSULTANTS, LLC	9716985	04173	PW RESIDENTIAL WASTE MANAGE	1,589.50
					Total :	1,589.50
173055	3/3/2020	001025 HOME DEPOT	014110/3011508 018392/9025846 019295/8025890 020491/7025999 2533249		PW-PD DISPATCH SUPPLIES PW-PD DISPATCH SUPPLIES PW-FDPK SUPPLIES PW-FACILITIES SUPPLIES PW- UTILITY CREW SUPPLIE S	29.59 48.01 144.83 168.17 232.00
					Total :	622.60
173056	3/3/2020	005177 INFRASTRUCTURE ENGINEERS	24782R 24840 24841	04194 04194	PW ENGINEERING SERVICES (RE1 CD PL&DEVT ENG JAN 20 PW ENGINEERING SERVICES (RE1	10,391.00 1,192.00 10,308.00
					Total :	21,891.00
173057	3/3/2020	009579 J THAYER COMPANY LLC	14314760		2.2 LTR COFFEE DISPENSERS	169.18
					Total :	169.18
173058	3/3/2020	008975 JC CLEANING SERVICE, JOEL I CRUZ	413 415		PW-TILE DEEP CLEANING & WAX M PW-TILE CLEANING &WAS CH/RES	900.00 945.00
					Total :	1,845.00
173059	3/3/2020	008730 JHM & CARSON SUPPLY, INC	528433 531673		PW-IRRIG SUPPLIES GOTHAM/EAS PW-IRRIG SUPPLIES FDPK	964.90 628.73
					Total :	1,593.63
173060	3/3/2020	004019 KAISER FOUNDATION HEALTH PLAN	FEB2020		FA HEALTH INS FEB 2020	74,243.21
					Total :	74,243.21
173061	3/3/2020	008706 KAISER FOUNDATION HEALTH PLAN	220900827854-FEB		PRE-PLACEMENT PHYSICALS	1,098.00
					Total :	1,098.00
173062	3/3/2020	009506 KOA CORPORATION	JB7129619 JB7129620	03738 03738	PW CITYWIDE COMPLETE STREET PW CITYWIDE COMPLETE STREET	8,455.00 19,920.67

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173062	3/3/2020	009506 KOA CORPORATION	(Continued)		Total :	28,375.67
173063	3/3/2020	002035 LA COUNTY SHERIFF'S DEPT.	202505BL		PD- PRISONER MAINT MEALS	475.78
					Total :	475.78
173064	3/3/2020	006145 LAN WAN ENTERPRISE, INC.	65554	04108	PD MAINT I.T. SRVC 2/10-13TH	4,800.00
			65581	04108	PD MAINT SRVC 2/17-20TH FY19-2	4,800.00
			65600	04179	PD NEW DISPATCH COMPUTER AN	4,992.89
					Total :	14,592.89
173065	3/3/2020	007252 LEAF	10258603		COPIER LEASE ALL DEPTS JAN 20:	1,113.19
			10342570		COPIER LEASE ALL DEPTS FEB 20:	1,389.08
					Total :	2,502.27
173066	3/3/2020	008684 LGP EQUIPMENT RENTALS INC	109279		PW-COMPRESSOR & CORE DRILL	931.10
			110217		PW-SIDEWALK GRINDER CITY WIE	236.90
			112781		PW-CONCRETE AT BGVP	900.64
			112785		PW-CONCRETE AT BGVP	450.32
			113278		PW-CONCRETE AT 6611 GRANGER	450.32
			113463		PW-CONCRETE AT BGVP PATHWA	900.64
			113463-021320		PW-CONCRETE AT BGVP	900.64
			113538		PW-CONCRETE AT 78/7734 IRA AVE	720.59
					Total :	5,491.15
173067	3/3/2020	001695 LIBERTY UTILITIES CORP	140020-021720		PW-6218 EASTERN AVE.	228.34
			140130-021720		PW-EASTERN/WATCHER AVE.	184.08
			141075-021720		PW-6820 FOSTER BRIDGE BLVD	93.44
			143030-021720		PW-6902 HANNON ST	46.93
			144765-021720		PW-SCOUT & SUVA	110.04
					Total :	662.83
173068	3/3/2020	001293 LIEBERT CASSIDY WHITMORE	1482722		GENERAL MATTERS 7/31/20	2,070.00
			1492185		GEN MATTERS THROUGH 1/31/20	1,472.00
					Total :	3,542.00
173069	3/3/2020	001201 LOS ANGELES COUNTY SHERIFF'S	Ben561897		GARNISHMENT: PAYMENT	100.00
					Total :	100.00
173070	3/3/2020	009838 MAGANA MORANDO, IMELDA	8776		RCS SHELTER DEP REFUND 2/15	50.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173070	3/3/2020	009838 009838 MAGANA MORANDO, IMELD (Continued)			Total :	50.00
173071	3/3/2020	001441 MC CULLAH FENCE CO., HERB MCCHULL 20200201			RCS BG PARK BASEBALL/SOFTBAI	980.00
					Total :	980.00
173072	3/3/2020	001474 MIDTOWN PLUMBING, INC.	IN00026987		PW-CLEAR GREASE TRAP AT FDPH	204.60
			IN00027607		PW-UNCLOGGED MENS URINAL FI	285.40
			IN00028369	04329	PW REPLACE SHUT OFF VALVES @	5,894.69
					Total :	6,384.69
173073	3/3/2020	001491 MOBILE MINI INC.	9007944206		PD-CONTRACT SRVCS 2/13-3/11	77.75
					Total :	77.75
173074	3/3/2020	006744 MTZ GRAPHICS, PETER MARTINEZ	10820		RCS SC COED SB CHAMP AWARDS	836.00
					Total :	836.00
173075	3/3/2020	001562 NATIONAL CONSTRUCTION RENTALS	5644788		PD-STRINGER POLE 2/6-3/4	42.16
					Total :	42.16
173076	3/3/2020	006077 NBS	12020026	04348	FA CONT. DISCLOSURE REP. WATE	1,207.05
					Total :	1,207.05
173077	3/3/2020	009641 O'NEILL, LLP, OLIVAREZ MADRUGA LEMIE	9699		CM LEGAL GEN 1/2020	5,865.23
			9700		CC LEGAL GEN 1/2020	18,334.00
			9701-013120		RCS LEGAL GEN 1/2020	1,501.50
			9702		CD LEGAL GEN 1/2020	3,607.50
			9703-013120		PW-LEGAL GENERAL 1/2020	760.50
			9704		PD LEGAL GENERAL 1/2020	4,985.50
			9705		CD LEGAL GENERAL 1/2020	80.00
			9706-013120		FA LEGAL GEN 1/2020	409.50
			9707		CD LEGAL GENERAL 1/2020	1,209.00
			9708		CM LEGAL GEN 1/2020	7,219.50
			9709		CCL LEGAL GEN 1/2020	4,114.50
			9710		CM LEGAL GEN 1/2020	819.00
			9711		CM LEGAL GENERAL 1/2020	4,554.99
					Total :	53,460.72
173078	3/3/2020	007608 OREILLY AUTO PARTS	3849413272		PW-FDPK VEHICLES SUPPLIES	19.86

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173078	3/3/2020	007608 007608 OREILLY AUTO PARTS	(Continued)		Total :	19.86
173079	3/3/2020	008044 PAL PROGRAM	Ben561891		PAL PROGRAM: PAYMENT	385.00
					Total :	385.00
173080	3/3/2020	009450 PROCURE AMERICA, INC.	121911	04289	FA SRVCS 50% REV SHARES FY19	984.24
					Total :	984.24
173081	3/3/2020	009820 PROSEGUR SERVICES GROUP, INC.	607683		RCS SPRT CTR SEC 2/10-16TH	1,113.28
					Total :	1,113.28
173082	3/3/2020	004661 QUILL CORPORATION	4783863		PD- OFC SUPPLIES DEPT SUPPLIE	227.94
					Total :	227.94
173083	3/3/2020	009629 RAMIREZ, ERNESTO	021920		CD PC MTG 2/19/20	100.00
					Total :	100.00
173084	3/3/2020	000186 READYREFRESH BY NESTLE	10B0022262984		PD- WATER SRVC 1/21-2/20/20	55.66
					Total :	55.66
173085	3/3/2020	006494 REEVES CO. INC.	405140		PD-NAMEPINS RAISED FLAG EMBL	19.21
					Total :	19.21
173086	3/3/2020	009621 REYES, RICARDO	03122020		RCS SENIOR EVENT ENTERTAINMI	250.00
					Total :	250.00
173087	3/3/2020	006522 RIVERA, TONY	021920		CD PC MTG 2/19/20	100.00
					Total :	100.00
173088	3/3/2020	004353 ROSE CLEANERS	28527		PD- JAIL UNIFORMS/LINEN CLEANI	59.75
			28614		PD- JAIL UNIFORMS /LINEN CLEAN	36.00
			28692		PD- JAIL UNIFORMS /LINEN CLEAN	73.25
					Total :	169.00
173089	3/3/2020	001921 ROSEBURROUGH TOOL COMPANY	567697		PW-ST CREW SUPPLIES	705.71
					Total :	705.71
173090	3/3/2020	005465 RPW SERVICES INC.	18498		PW- INSPEC/TREAT GOPHERS AT (420.00

Voucher List
CITY OF BELL GARDENS

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173090	3/3/2020	005465 005465 RPW SERVICES INC.	(Continued)		Total :	420.00
173091	3/3/2020	002063 SMART & FINAL	044614		RCS GR FEB SUPPLIES	150.31
			055797		RCS SR EVENT SUPPLIES	49.11
			055811		RCS STAR SUPPLIES	50.34
					Total :	249.76
173092	3/3/2020	002087 SOUTHERN CALIFORNIA EDISON	2005124854-020420		PW- VARIOUS LOCATIONS	19,466.80
			2237577804-022120		PW-6208 LOVELAND ST	67.38
			2242996247-022620		PW-7100 GARFIELD AVE TPP2	144.61
			2318811130-022020		PW-7907 EASTERN AVE	10.85
					Total :	19,689.64
173093	3/3/2020	002105 SPARKLETTS	4513853012520		FA WATER SRVCS 1/8-1/22	144.98
			4513853022220		FA WATER SRVCS 2/5-19	81.96
			9235298022220		CD WATER SRVC FEB 2020	109.42
					Total :	336.36
173094	3/3/2020	005452 STANDARD INSURANCE COMPANY	MARCH2020		MARCH LIFE AD&D STD LTD	6,064.54
					Total :	6,064.54
173095	3/3/2020	006333 STANDARD INSURANCE COMPANY	MAR2020		FA EXECUTIVE BENEFITS MARCH	376.31
					Total :	376.31
173096	3/3/2020	002854 STAPLES ADVANTAGE	3438136430		RCS OFFICE SUPPLIES	196.76
			3438136436		CM OFFICE SUPPLIES	89.56
			3438136440		RCS OFFICE SUPPLIES	290.55
			3438136445		RCS OFFICE SUPPLIES	3.27
			3438136449		RCS OFFICE SUPPLIES	56.23
			3438136452		RCS OFFICE SUPPLIES	159.92
			3438136456		RCS OFFICE SUPPLIES	157.86
			3438136460		RCS OFFICE SUPPLIES	33.84
			3438136466		RCS OFFICE SUPPLIES	21.07
			3438136470		RCS OFFICE SUPPLIES	322.50
			3438136475		RCS OFFICE SUPPLIES	22.98
			3438136477		CC OFFICE SUPPLIES	195.74
					Total :	1,550.28
173097	3/3/2020	000594 STATE DISBURSEMENT UNIT	Ben561895		GARNISHMENT: PAYMENT	206.84

Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
173097	3/3/2020	000594	000594 STATE DISBURSEMENT UNI (Continued)		Total :	206.84
173098	3/3/2020	000286	THE BICYCLE CASINO	16068	RCS SR CTR EVENT SUPPLIES	52.95
					Total :	52.95
173099	3/3/2020	001447	TIME WARNER CABLE	8448300430332509-(VOIP SRVC 1/30-2/29 6662 LOVELA	114.98
					Total :	114.98
173100	3/3/2020	001447	TIME WARNER CABLE	8448300430332491-(VOIP SRVCS 2/19-3/18 6722 CLARA	114.98
					Total :	114.98
173101	3/3/2020	001447	TIME WARNER CABLE	8448300430003506-(VOIP SRVCS 2/16-3/15 7100 GARFII	108.14
					Total :	108.14
173102	3/3/2020	001447	TIME WARNER CABLE	0179728022120-2	RCS SR CTR MNTHLY SRVCS 2/21-	84.68
					Total :	84.68
173103	3/3/2020	009033	TIME WARNER CABLE	056871301020120	VOIP SRVCS FEB 2020	399.00
					Total :	399.00
173104	3/3/2020	006913	VERIZON BUSINESS	63403079	PD- INTERNET SRVC FEB 2020	1,262.07
					Total :	1,262.07
173105	3/3/2020	009630	VILLALOBOS, ALEXANDER	021920	CD PC MTG 2/19/20	100.00
					Total :	100.00
173106	3/3/2020	002380	VISION SERVICE PLAN	FEB 2020	FA VISION INS FEB	7,443.31
					Total :	7,443.31
173107	3/3/2020	009492	XPRESS WASH INC	11569	CD VEH MAINT 12/10	160.00
				11591	CD VEH MAINT 1/20	304.00
					Total :	464.00
173108	3/3/2020	003514	ZEP SALES & SERVICE	9004911766	PW-ASPHALT RELEASE CONCRET	276.27
					Total :	276.27
91 Vouchers for bank code : common						Bank total : 861,272.67
TRANSFER	2/27/2020	BANK OF THE WEST	P/R		NET PAYROLL	402,173.88

Voucher List
CITY OF BELL GARDENS

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<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
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91 Vouchers in this report

Total vouchers : 1,263,446.55



**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:	Will Kaholokula, Director of Finance and Administrative Services Lazaro Yarza, Accountant
SUBJECT:	FEBRUARY 2020 TREASURER'S REPORT
DATE:	April 13, 2020

RECOMMENDATION:

It is staff recommendation that the City Council receive, approve, and file the February 2020 Treasurer's Report.

BACKGROUND/DISCUSSION:

The Treasurer's Report is a list of Cash and Investments held by the City for the month of February 2020.

CONCLUSION:

The Treasurer's Report for February 2020 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 February 2020

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
FEBRUARY 29, 2020

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
MARKET	BANK OF THE WEST	\$ 1,919,750.72	1.00%
COMMON CHECKING	BANK OF THE WEST	364,427.98	1.00%
PAYROLL	BANK OF THE WEST	0.00	1.00%
	TOTAL	\$ 2,284,178.70	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>MAT. DATE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS	\$ 16,832,618.02	\$ 16,832,618.02	\$ 16,832,618.02	100.00%	N/A	1.912%
TOTAL	\$ 16,832,618.02	\$ 16,832,618.02	\$ 16,832,618.02	100.00%		

CITY TOTAL CASH AND INVESTMENT **\$ 19,116,796.72**

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

<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
WATER REF.REV. BONDS SERIES 2004 Rev	\$ 41,285.49	\$ 41,285.49	\$ 41,285.49	0.130%
WATER REF.REV. BONDS SERIES 2004 Int	612.76	612.76	612.76	0.130%
WATER REF.REV. BONDS SERIES 2004 Prin	7.03	7.03	7.03	0.140%
WATER REF.REV. BONDS SERIES 2004 Res	398,631.35	398,631.35	398,631.35	0.130%
LEASE REV REF BONDS SERIES 2015A Res	429,739.65	429,739.65	429,739.65	0.130%
LEASE REV REF BONDS SERIES 2015A Rev	2.94	2.94	2.94	0.000%
TOTAL	\$ 870,279.22	\$ 870,279.22	\$ 870,279.22	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
FEBRUARY 29, 2020

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET	BANK OF THE WEST	\$ 674,581.91	1.00%
COMMON CHECKING	BANK OF THE WEST	2,591.33	1.00%
	TOTAL	\$ 677,173.24	

SUCCESSOR to CDC INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 719,894.21	719,894.21	\$ 719,894.21	100.00%	N/A	1.912%
TOTAL	\$ 719,894.21	\$ 719,894.21	\$ 719,894.21	100.00%		

TOTAL CASH AND INVESTMENT \$ 1,397,067.45

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

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
CDC TARR BOND P1 RED AR RES A/C 2014 A	\$ 400,866.79	\$ 400,866.79	\$ 400,866.79	0.13%
CDC TARR BOND P1 RED AR REV A/C 2014 A	7,285.43	7,285.43	7,285.43	0.13%
CDC TARR BOND CC RED AR RES A/C 2014 B	615,311.07	615,311.07	615,311.07	0.13%
CDC TARR BOND CC RED AR REV A/C 2014 B	11,159.95	11,159.95	11,159.95	0.13%
CDC 2ND SUB TARR B CC RES A/C 2014 C	1,110,605.38	1,110,605.38	1,110,605.38	0.13%
CDC 2ND SUB TARR B CC REV A/C 2014 C	19,959.52	19,959.52	19,959.52	0.13%
TOTAL	\$ 2,165,188.14	\$ 2,165,188.14	\$ 2,165,188.14	

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
FIN. AUTH. TRB REV A/C 2005 SERIES(A)	\$ 95,518.75	\$ 95,518.75	\$ 95,518.75	0.13%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR 1	194,048.01	194,048.01	194,048.01	0.13%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) CC	439,841.03	439,841.03	439,841.03	0.13%
TOTAL	\$ 729,407.79	\$ 729,407.79	\$ 729,407.79	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
FEBRUARY 29, 2020

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET	BANK OF THE WEST	\$ 953,869.69	\$ 3,778,234.33	\$ (2,812,353.30)	\$ 1,919,750.72	1.00%
COMMON CHECKING	BANK OF THE WEST	404,192.05	1,894,072.63	(1,933,836.70)	364,427.98	1.00%
PAYROLL	BANK OF THE WEST	0.00	878,842.40	(878,842.40)	0.00	1.00%
	TOTAL	\$ 1,358,061.74	\$ 6,551,149.36	\$ (5,625,032.40)	\$ 2,284,178.70	

CITY INVESTMENT

1.00%

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES (+)(-) CHANGES WITHIN FUNDS	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 17,332,618.02	\$ 0.00	\$ (500,000.00)	\$ 16,832,618.02	1.912%
TOTAL	\$ 17,332,618.02	\$ 0.00	\$ (500,000.00)	\$ 16,832,618.02	

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

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	RATE
WATER REF. REV. BONDS SERIES 2004-Res.	\$ 157.97	41,127.52	0.00	41,285.49	0.130%
WATER REF. REV. BONDS SERIES 2004-Int.	612.68	0.08	0.00	612.76	0.130%
WATER REF. REV. BONDS SERIES 2004-Int.	7.03	0.00	0.00	7.03	0.140%
WATER REF. REV. BONDS SERIES 2004-Rev	398,580.71	\$ 50.64	\$ 0.00	\$ 398,631.35	0.130%
LEASE REV REF BONDS SERIES 2015A Res	429,685.06	54.59	0.00	429,739.65	0.130%
LEASE REV REF BONDS SERIES 2015A Rev	2.94	0.00	0.00	2.94	0.000%
	\$ 829,046.39	\$ 41,232.83	\$ 0.00	\$ 870,279.22	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
FEBRUARY 29, 2020

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET	BANK OF THE WEST	\$ 775,480.21	\$ 0.00	\$ (100,898.30)	\$ 674,581.91	1.00%
COMMON CHECKING	BANK OF THE WEST	1,031.24	100,898.39	(99,338.30)	2,591.33	1.00%
		<u>\$ 776,511.45</u>	<u>\$ 100,898.39</u>	<u>\$ (200,236.60)</u>	<u>\$ 677,173.24</u>	

ISSUER	BEGINNING BALANCE	+ DEPOSITS PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 719,894.21	\$ 0.00	\$ 0.00	\$ 719,894.21	1.912%
TOTAL	<u>\$ 719,894.21</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 719,894.21</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 P1 RED AR RES A/C 2014 A	\$ 400,815.87	\$ 50.92	\$ 0.00	\$ 400,866.79	0.13%
CDC TARR BOND P1 RED AR REV A/C 2014 A	44,531.91	3.52	(37,250.00)	7,285.43	0.13%
CDC TARR BOND CC RED AR RES A/C 2014 B	615,232.91	78.16	0.00	615,311.07	0.13%
CDC TARR BOND CC RED AR REV A/C 2014 B	108,851.73	8.22	(97,700.00)	11,159.95	0.13%
CDC 2ND SUB TARR B CC RES A/C 2014 C	1,110,464.30	141.08	0.00	1,110,605.38	0.13%
CDC 2ND SUB TARR B CC REV A/C 2014 C	236,775.08	17.84	(216,833.20)	19,959.72	0.13%
TOTAL	<u>\$ 2,516,671.80</u>	<u>\$ 299.74</u>	<u>\$ (351,783.20)</u>	<u>\$ 2,165,188.34</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	\$ 878.48	\$ 94,640.27	\$ 0.00	\$ 95,518.75	0.13%
FIN. AUTH. TRB INT A/C 2005 SERIES A PR 1	194,023.36	24.65	0.00	194,048.01	0.13%
FIN. AUTH. TRB RES A/C 2005 SERIES A CC	439,785.16	55.87	0.00	439,841.03	0.13%
TOTAL	<u>\$ 634,687.00</u>	<u>\$ 94,720.79</u>	<u>\$ 0.00</u>	<u>\$ 729,407.79</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.

Will Kanoioakua
City Treasurer

Sign:
Date:


3/25/20



**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:	Will Kaholokula, Director of Finance and Administrative Services Richard Knott, Human Resources Manager Christian Navarro, Administrative Specialist
SUBJECT:	CLAIM REJECTION
DATE:	April 13, 2020

RECOMMENDATION:

It is staff recommendation that the City Council reject the following claims and the claimants and/or their representatives be notified:

- Krystal Zapata v. City of Bell Gardens (DOE 12/25/2019; DOR 01/2/2020)
- Lococo v. City of Bell Gardens (DOE 12/29/2019; DOR 12/30/2019)

The City's general liability claims administrator, Carl Warren & Company, recommends that these claims be rejected. The claimants, subject to certain exceptions, shall have up to six (6) months to file a court action subsequent to the City Council's rejection.

BACKGROUND/DISCUSSION:

The City Clerk's Office received the claims and City staff directed the claims to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation.

CONCLUSION:

After carefully reviewing and investigating the claims, Carl Warren & Company and City staff determined that the City is not liable for the claims and recommend rejection.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**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:	Jane Halstead, City Clerk
SUBJECT:	APPROVE MINUTES OF THE MARCH 9, 2020 CITY COUNCIL REGULAR MEETING
DATE:	April 13, 2020

RECOMMENDATION:

It is staff recommendation that the City Council approve the attached minutes.

BACKGROUND/DISCUSSION:

Every City Council Meeting, the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the Closed Session and Regular City Council Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of March 9, 2020

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING – CLOSED SESSION
MONDAY, MARCH 09, 2020 5:00 P.M.
MINUTES**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (562) 806-7704. Notification 48 business hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER – Mayor Cortez called the meeting to order at 5:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena; Mayor Cortez
Absent: Mayor Pro Tem Flores (Excused)

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Cortez opened the public comment period. There were no speakers. Mayor Cortez closed the public comment period and asked City Attorney Rick R. Olivarez to announce the Closed Session items. City Attorney Rick R. Olivarez announced that all members were present and would recess to discuss Items No. 1 through 3. The Council then recessed to the Council Conference Room (see page 2 of the City Council minutes for report on Closed Session) at 5:00 p.m. to discuss the following matters:

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

One case: People of the State of California v. Jennifer Rodriguez, Case No. BC694949.

2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6.

City-designated representative: Michael B. O'Kelly, City Manager; Will Kaholokula, Director of Finance and Administrative Services

Employee Organization: City Employees Association, Public Works Employees Association, Police Officers Association, Public Works Supervisors Association, and Police Management Association

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

1. Property: 5516-5634 Priory Street and 5515-5641 Clara Street, Bell Gardens CA 90201 (APNs: 6227-012-900 thru 918; 6227-013-900 thru 906)

Agency Negotiators: Michael B. O'Kelly (City Manager), Rick Olivares (City Attorney), and Gustavo Romo (Community Development Director)

Closed Session and Regular City Council Meeting
Minutes March 09, 2020

Negotiating Parties: City of Bell Gardens and Lewis Acquisition Company, LLC
Under

Negotiation: Price and Terms

Closed Session adjourned at 5:45 p.m.



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 9, 2020 6:00 P.M.
MINUTES**

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (562) 806-7704. Notification 48 business hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

CALL TO ORDER – Mayor Cortez called the meeting to order at 6:11 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Council Members Aceituno, Barcena; Mayor Cortez
Absent: Mayor Pro Tem Flores (Excused)

CLOSED SESSION REPORT

Interim City Attorney Rick R. Olivarez stated that the City Council met in closed session to discuss Items No. 1-3 as posted on the closed session agenda. He stated that with respect to Items No. 1-3 the City Council received briefing from staff, direction was given, but no final action was taken.

PRESENTATIONS

- **Proclamation Designating the Month of March as Women's History Month**

City Manager, Michael O'Kelly introduced the proclamation and Mayor Cortez declared the month of March as Women's History Month on behalf of the City Council.

Mayor Cortez thanked staff for bringing the proclamation to City Council and presented the proclamation to the Bell Gardens Explorers. She recognized the Explorers for their dedication and hard work. She stated Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our nation in countless recorded and unrecorded ways. They have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home.

Mayor Cortez recognized the Explorers and their advisor would receive the proclamation. She commended the Explorers for their dedication and hard work.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

None.

CITY MANAGER'S REPORT

City Manager Michael O'Kelly introduced the new Human Resource Manager, Richard Knott. Mr. O'Kelly also reported on the following:

Closed Session and Regular City Council Meeting
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- 2020 Census
 - March 12, 2020 household will begin receiving invitations to complete 2020 Census.
 - July 31, 2020 deadline to respond to 2020 Census.
 - NALEO Educational Fund and The City of Bell Gardens hosted a Census Train-The-Trainer Workshop which included 35 employees that were trained as trainers on the Census.
 - March 10, 2020 the City will host an informational community gathering on the 2020 Census and play an educational game called “Censoteria” at Bell Gardens Veterans Park at 6:00 p.m.
 - Census Kiosk will be placed at Bell Gardens Veterans Park, Ford Park and City Hall beginning as the end of the week or early next
- Coronavirus (COVID-19) update.
- March 10, 2020 at 5:00 p.m. City Council Vacancy Application deadline

CONSENT CALENDAR (Items No. 1-11)

Mayor Cortez pulled Item No. 7 and requested this item moved it to the next meeting.

A motion was made by Council Member Barcena, and seconded by Council Member Aceituno, to approve Items No. 1-11 on the Consent Calendar with the exception of Item No. 7.

The motion carried 3-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Cortez
NOES: None
ABSENT: Mayor Pro Tem Flores
ABSTAIN: None

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 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. APPROVE MINUTES OF THE FEBRUARY 24, 2020 CITY COUNCIL REGULAR MEETING

February 24, 2020 - Closed Session and Regular City Council Meeting Minutes

Recommendation:

It is staff recommendation that the City Council approve the attached minutes.

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 recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 02/06/20, 02/11/20, 02/13/20 and 02/18/20.

4. **DECEMBER 2019 AND JANUARY 2020 TREASURER'S REPORTS**

The Treasurer's Report is a list of cash and investments for the month.

Recommendation:

It is staff recommendation that the City Council receive, approve, and file the December 2019 and January 2020 Treasurer's Reports.

5. **APPROVAL OF PITNEY BOWES LEASE AGREEMENT**

The City leases the postage machine from Pitney Bowes to purchase appropriate postage for all outgoing mail. The current 60-month lease agreement with Pitney Bowes for the postage machine will expire at end of March 2020. Staff is proposing to enter a new 60-month lease agreement with Pitney Bowes for a postage machine.

Recommendation:

It is staff's recommendation that the City Council adopt a Resolution approving a lease agreement with Pitney Bowes for the use and maintenance of their Sendpro P100 postage machine.

6. **CLAIM REJECTION**

Claim was filed with the City. Staff directed the claim to the City's general liability claims administrator Carl Warren & Company for processing, review, and investigation. Following the investigation, Carl Warren & Company and City staff determined that the City is not liable for the claim.

Recommendation:

It is staff's recommendation that the City Council reject the following claim and the claimant and/or their representative be notified:

Aguilera v. City of Bell Gardens (DOE 12/17/19; Claim No. 2008283 MZV)

The City's general liability claims administrator, Carl Warren & Company, recommends that this claim be presented for rejection. The claimant, subject to certain exceptions, shall have up to six months to file a court action subsequent to the City Council's rejection.

7. **PATROL VEHICLE AND EQUIPMENT REPLACEMENT**

The Bell Gardens Police Department utilizes marked black and white vehicles to perform patrol operations throughout the City of Bell Gardens. After a thorough analysis of the fleet, staff recognized a need to replace four of these patrol vehicles to maintain reliability and safety of the fleet. Staff has obtained pricing from Folsom Lake Ford for the purchase of four (4) Ford Police Interceptor Utility vehicles utilizing a contract awarded after an Invitation For Bid process conducted by the California Highway Patrol.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution waiving the formal bid process and authorizing the purchase of four (4) new Ford Police Interceptor utility vehicles and related equipment for use by the police department.

Item No. 7 was moved to the March 23, 2020 City Council Meeting.

8. APPROVE AMENDMENT NO. 1 OF PLANNING GRANT AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD

On January 22, 2018 the City Council adopted an agreement with the State Water Board for the planning and design of Upgrading the Well Pump with Motor and Installation of a New 2.0 MG (million-gallon) Reservoir and Pump Station. Because of the City's economic status, the State Water Board awarded Bell Gardens a grant in the amount of four hundred seventy-one thousand dollars (\$471,000) instead of a loan for the planning and design of the Project. As part of the special provisions in accepting this grant, the City is required to prepare a water rate study and conduct the Prop 218 process for water rate adoption. Adopting Amendment No. 1 will not change the scope of work but will increase our award amount from four hundred seventy-one thousand dollars (\$471,000) to five hundred thousand dollars (\$500,000), to allow for more costs to be reimbursed and to give the City more time to complete the project design.

Recommendation:

It is staff's recommendation that the City Council by motion adopt the attached Resolution approving Amendment No. 1 of the Planning Grant Agreement from the State Water Resources Control Board (State Water Board) for the planning and design of a new 2 million-gallon reservoir and pump station and authorize the City Manager to approve said amendment for this purpose.

9. HUMAN SERVICES ASSOCIATION LEASE AGREEMENT

New Lease Agreement with the Human Services Association to replace a current month-to-month lease at 6423 Florence Place.

Recommendation:

It is staff's recommendation that the City Council approve the new Lease Agreement with HSA (Human Services Association) at 6423 Florence Place.

10. RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATIONS FOR CALRECYCLE PAYMENT PROGRAMS

CalRecycle, officially known as the Department of Resources Recycling and Recovery administers the California Beverage Container Recycling and Litter Reduction Act. Beverage containers covered under the act are subject to California Redemption Value (CRV). Pursuant to Public Resources Code (PRC) section 14581(a)(3)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is distributing \$10,500,000 in fiscal year 2019-2020 to eligible cities and counties specifically for beverage container recycling and litter clean up activities.

CalRecycle's governing procedures require, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program. Adopting this Resolution authorizes the Public Works Director or his/her designee to execute documents needed for the submission of applications to CalRecycle.

Recommendation:

It is staff's recommendation that the City Council by motion, adopt the attached Resolution authorizing the submission of applications for payment programs and related authorizations for the CalRecycle Beverage Container Recycling City/County Payment Program.

11. AUTHORIZATION TO ENTER INTO AGREEMENT WITH STOTZ EQUIPMENT FOR THE PURCHASE OF TWO GATOR UTILITY VEHICLES

Public Works staff assigned to Bell Gardens Veterans Park and John Anson Ford Park have been working without the use of two park utility vehicles. These utility vehicles pull trash trailers, pressure washers, transport equipment, tools and supplies. The current vehicles are from 2006 and are unrepairable as parts are obsolete. Authorization of the purchase of two (2) John Deere Gators in the amount of Twenty-One Thousand One Hundred Eighty-Eight Dollars and Twenty-Five Cents (\$21,188.25) will allow staff to maintain both Bell Gardens Veterans Park and John Anson Ford Park more efficiently.

Recommendation:

It is staff's recommendation that the City Council by motion authorize the purchase of two John Deere Gators from Stotz Equipment in the amount of Twenty-One Thousand One Hundred Eighty-Eight Dollars and Twenty-Five Cents (\$21,188.25).

DISCUSSION (Item No. 12)

12. PROPOSED INDEPENDENCE DAY CELEBRATION

Consideration of proposed Independence Day Celebration finale entertainment.

Recommendation:

It is staff recommendation that the City Council discuss the City's Independence Day Celebration and direct the City Manager to enter into agreement with David O'neal, Drone Light Show Company.

City Manager Michael O'Kelly gave a brief introduction and stated that staff sought options similar to a pyrotechnic show and stated this show is less expensive and is a great alternative since the City recently banned the use of fireworks.

Recreation and Community Services Director Rozanne Adanto gave a brief PowerPoint presentation. She stated staff researched alternative options for a pyrotechnic display and recommended a drone show for the Independence Day Celebration. She stated the 20-minute drone light show would entail 250-350 drones in the air simultaneously, that would create displays such as the Statue of Liberty, the flag and other patriotic symbols. She also stated the family oriented event would be from 5:00 p.m.-9:00 p.m. and would have a variety of other activities such as stage entertainment, face painting, tug-a-war and food booths.

City Council also discussed holding the event on July 3, 2020 rather than July 4, 2020.

After further discussion, a motion was made by Mayor Cortez, and a second by Council Member Barcena to hold the event on July 3, 2020 and adopt Resolution No. 2020-20 approving a contract between the City of Bell Gardens and David O'neal, Drone Light Show Company for The Independence Day Celebration.

The motion carried 3-0 with the following vote.

AYES:	Council Members Aceituno, Barcena; Mayor Cortez
NOES:	None
ABSENT:	Mayor Pro Tem Flores
ABSTAIN:	None

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

Imam Malik Tariq Mahmood made comments on his religion.

Christine Dimas commented on Kristina Paulo's (applicant for the vacant City Council seat) community involvement.

Rogelio Rodriguez commented on his opposition of marijuana and wanting to put it on the ballot for the election.

CITY COUNCIL MEMBER COMMENTS

Council Member Aceituno commented on price gouging in the community. He asked what is the City doing regarding price gouging. He also requested hand sanitizer products in City facilities.

Recreation and Community Services Director Rozanne Adanto stated that hand sanitizer stations, wipes, anti-bacterial soaps and hand towels are being placed at all City facilities.

Senior Management Analyst Hailes Soto stated that information regarding price gouging had been posted on the City's website and social media platforms.

Council Member Barcena had no comments.

Mayor Cortez inquired if the City would be livestreaming the City Council meetings. The Mayor also commented on the upcoming Census meeting and commended Senior Management Analyst Hailes Soto for his work on the Census. She also stated she would like to repurpose the pageant towards an intellectual concept in the future and wished all females Happy Woman's Day.

City Manager Michael O'Kelly stated that the City was looking into livestreaming the City Council meetings.

ADJOURNMENT – Mayor Cortez adjourned the City Council meeting at 6:55 p.m. in honor of all women in celebration of Women's History Month.

Jane Halstead
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:	Jane Halstead, City Clerk
SUBJECT:	APPROVE MINUTES OF THE MARCH 17, 2020 SPECIAL MEETING
DATE:	April 13, 2020

RECOMMENDATION:

It is staff recommendation that the City Council approve the attached minutes.

BACKGROUND/DISCUSSION:

Every City Council Meeting, the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the March 17, 2020 Special City Council Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of March 17, 2020 Special Meeting

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

**Due to Executive Order N-25-20 Members of the Council may
Teleconference into the meeting.**



CITY OF BELL GARDENS

**CITY COUNCIL
SPECIAL MEETING**

TUESDAY, MARCH 17, 2020

12:00 pm

Minutes

LOCATION: CITY COUNCIL CHAMBER, 7100 GARFIELD AVENUE, BELL GARDENS, CA

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (562) 806-7704. Notification 48 business hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Any writings or documents provided to the majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the Receptionist Counter, City Hall, 7100 Garfield Avenue, Bell Gardens, CA, during normal business hours.

CALL TO ORDER - Mayor Cortez called the Special Meeting to order at 12:00 p.m.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Pedro Aceituno, Council Member
Marco Barcena, Council Member
Vacant, Council Member
Lisbeth Flores, Mayor Pro Tem
Alejandra Cortez, Mayor

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Cortez read a letter received from Laura Cortez by electronic submission. Ms. Laura Cortez commented on the COVID-10 pandemic progress whereby encouraging the implementation of an eviction moratorium and provided additional comments about ICE in the community.

DISCUSSION

**1. CONSIDERATION OF A RESOLUTION PROCLAIMING A LOCAL
EMERGENCY DUE TO THE EPIDEMIC CREATED BY THE CORONAVIRUS
COVID-19 VIRUS**

Due to the epidemic caused by the CoronaVirus - COVID-19 Virus the City Council will meeting to consider a resolution.

Recommendation:

It is staff's recommendation that the City Council adopt a Resolution declaring the existence of a local emergency and seeking all available

assistance and financial aid from Federal, State and County authorities.

A motion was made by Mayor Cortez, and a second by Council Member Aceituno to adopt a resolution declaring the existence of a local emergency and seeking all available assistance and financial aid from Federal, State and County authorities.

The motion carried 4-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Pro Tem Flores, Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

CITY COUNCIL MEMBER COMMENTS

Council Member Aceituno – None

Council Member Barcena – Commented on the ICE incident

Mayor Pro Tem Flores – Commented that she would like to see a moratorium on parking

Mayor Cortez – None

ADJOURNMENT

There being no further business the meeting was adjourned at 12:32 p.m.



**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:	Jane Halstead, City Clerk
SUBJECT:	APPROVE MINUTES OF THE MARCH 20, 2020 EMERGENCY CITY COUNCIL MEETING
DATE:	April 13, 2020

RECOMMENDATION:

It is staff recommendation that the City Council approve the attached minutes.

BACKGROUND/DISCUSSION:

Every City Council Meeting, the City Clerk summarizes the actions and comments made by the City Council.

CONCLUSION:

If approved, the minutes of the March 20, 2020 Emergency City Council Meeting will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of March 20, 2020 Emergency Meeting

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

A motion was made by Mayor Cortez, and seconded by Council Member Aceituno, to adopt Resolution No. 2020-22, a Resolution of the City Council of the City of Bell Gardens, California adopting by reference the orders and mandates of the “SAFER AT HOME ORDER FOR THE CONTROL OF COVID-19” of the County of Los Angeles Department of Public Health and the Governor’s Executive Order N-33-20 and affirming that the same shall have the force of law in the City of Bell Gardens.

The motion carried 4-0 with the following vote.

AYES: Council Members Aceituno, Barcena; Mayor Pro Tem Flores; Mayor Cortez
NOES: None
ABSENT: None
ABSTAIN: None

CITY COUNCIL MEMBER COMMENTS

There were no Council Comments made.

ADJOURNMENT – There being no further business the meeting was adjourned at 12:21 p.m.

Jane Halstead
City Clerk



**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:	Chau Vu, Director of Public Works Douglas Benash, P.E. City Engineer
SUBJECT:	APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT BIDS FOR THE GARFIELD AVENUE AT MULLER STREET TRAFFIC SIGNAL PROJECT
DATE:	April 13, 2020

RECOMMENDATION:

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

1. Approve the plans and specification for the Garfield Avenue at Muller Street Traffic Signal Project (CIP# 3885); and
2. Authorize staff to solicit bids.

BACKGROUND/DISCUSSION:

The project scope of work consists of furnishing all materials, equipment, tools, labor, and incidental as required by the Plans, Specifications, and Contract documents to construct a fully operational traffic signal at the intersection of Garfield Avenue and Muller Street. The construction documents, which include the plans, specifications and engineer's estimate (PS&E) have been completed in accordance with the City's internal procurement policies and the Public Procurement and Contracting Code.

LEGAL AND PROGRAM REQUIREMENTS:

Government Code Section 830.6 provides, "Neither a public entity nor a public employee is liable ... for an injury caused by the plan or design of a construction of, or an improvement to, public property where such plan or design has been approved in advance of the construction or improvement by the legislative body ... or employee exercising discretionary authority to give such approval or where such plan or design is prepared in conformity with standards previously approved"

The City Council's adoption of the PS&E provides the nexus to comply with Government Code Section 830.6. The intent of Section 830.6 is to prevent a judge or jury from second-guessing discretionary approvals made by the public agency and its employees regarding a plan or design for a construction project. Staff's recommendation is for the approval of the 100% PS&E and the authorization to formally bid the project.

Staff shall publish the NIB and state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published for a minimum period of fifteen (15) calendar days before the date of opening the bids in a newspaper of general circulation per Public Contract Code Section 22037.

BID SCHEDULE:

Bid Period: April 14, 2020 - April 28, 2020
Bid Opening: April 28, 2020 11:00 AM
Award of Contract: May 11, 2020 City Council Meeting

The total contract period for this project is one-hundred and ten (110) working days from the effective date of Notice-to-Proceed to be issued by the AGENCY as follows: seventy-five (75) working days for procurement of materials and thirty-five (35) working days for construction phase.

CONCLUSION:

Upon approval, staff will advertise the Notice Inviting Bids. The traffic signal will ultimately improve the safety of pedestrians and motorists alike.

FISCAL IMPACT:

The engineers estimate is \$332,922. The City's Capital Improvement Program includes \$380,000 Prop C funds and \$45,000 Gas Tax funds for this project.

ATTACHMENTS:

Exhibit 1 - Notice Inviting Bids
Exhibit 2 - Radius Map

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney
Will Kaholokula, Director of Finance and Administrative Services

**NOTICE INVITING SEALED BID
FOR
NEW TRAFFIC SIGNAL
AT GARFIELD AVENUE AND MULLER STREET INTERSECTION
FY 2019-2020
IN THE CITY OF BELL GARDENS**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Bell Gardens as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk, City Hall, 7100 South Garfield Avenue, Bell Gardens, California 90201, up to the hour of 11:00 AM on April 28, 2020, at which time they will be publicly opened. Copies of the Plans, Specifications, and contract documents are available on the City's website at <https://www.bellgardens.org/i-want-to/view-bids-rfps/rfps-and-bids>.

In order to be on the Plan Holders List for this project, each bidder must submit a Bidder's Information Sheet which is also available on the City's website. Bids will not be accepted unless the bidder is on the Plan Holder List. To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.

Any contract entered into pursuant to this notice will incorporate the provisions of the State Labor Code. Pursuant to the provisions of Section 1773.2 of the Labor Code of the State of California, the minimum prevailing rate of per hourly wages for each craft, classification or type of workman needed to execute the contract shall be those determined by the Director of Industrial Relations of the State of California, which are on file at the City Hall, City of Bell Gardens, 7100 South Garfield Avenue, Bell Gardens, California 90201, and are available to any interested party on request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1141, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any such subcontractor under him. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, or handicap will also be required.

The AGENCY will deduct 5 percent retention from all progress payments as specified in Section 9-3.2 of these specifications. The Contractor may substitute an escrow holder surety of equal value to the retention. The Contractor shall be beneficial owner of the surety and shall receive any interest thereon. Contractor shall provide AGENCY with weekly payroll reports.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, age, marital status, ancestry, sex, religion, sexual orientation or handicap in any consideration leading to the award of contract.

In entering into a public works contract, or a subcontract, to supply goods, services, or material pursuant to a public works contract, the Contractor, or subcontractor, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. Bids must be prepared on the approved Proposal forms or copies thereof in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside as follows:

**NEW TRAFFIC SIGNAL
AT GARFIELD AVENUE AND MULLER STREET INTERSECTION
FY 2019-2020**

The bid must be accompanied by cash, a certified or cashier's check, or bidder's bond, issued by an "admitted surety insurer" made payable to the AGENCY for an amount no less than 10 percent of the total base bid amount. All bidders shall be licensed in accordance with the provisions of the Business and Professions Code and shall possess a State Contractor's License, Class A or C10, at the time of bid submittal. The successful Contractor and each of his subcontractors will be required to possess a Business License from the City.

The liquidated damages for this project are five hundred dollars (\$500.00) per calendar day if the project is not completed within the contract time.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids under advertisement for a period of sixty (60) days. The total contract period for this project is **one-hundred and ten (110) working days** from the effective date of Notice-to-Proceed to be issued by the AGENCY as follows: **seventy-five (75) working days** for **procurement of materials** and **thirty-five (35) working days** for **construction phase**.

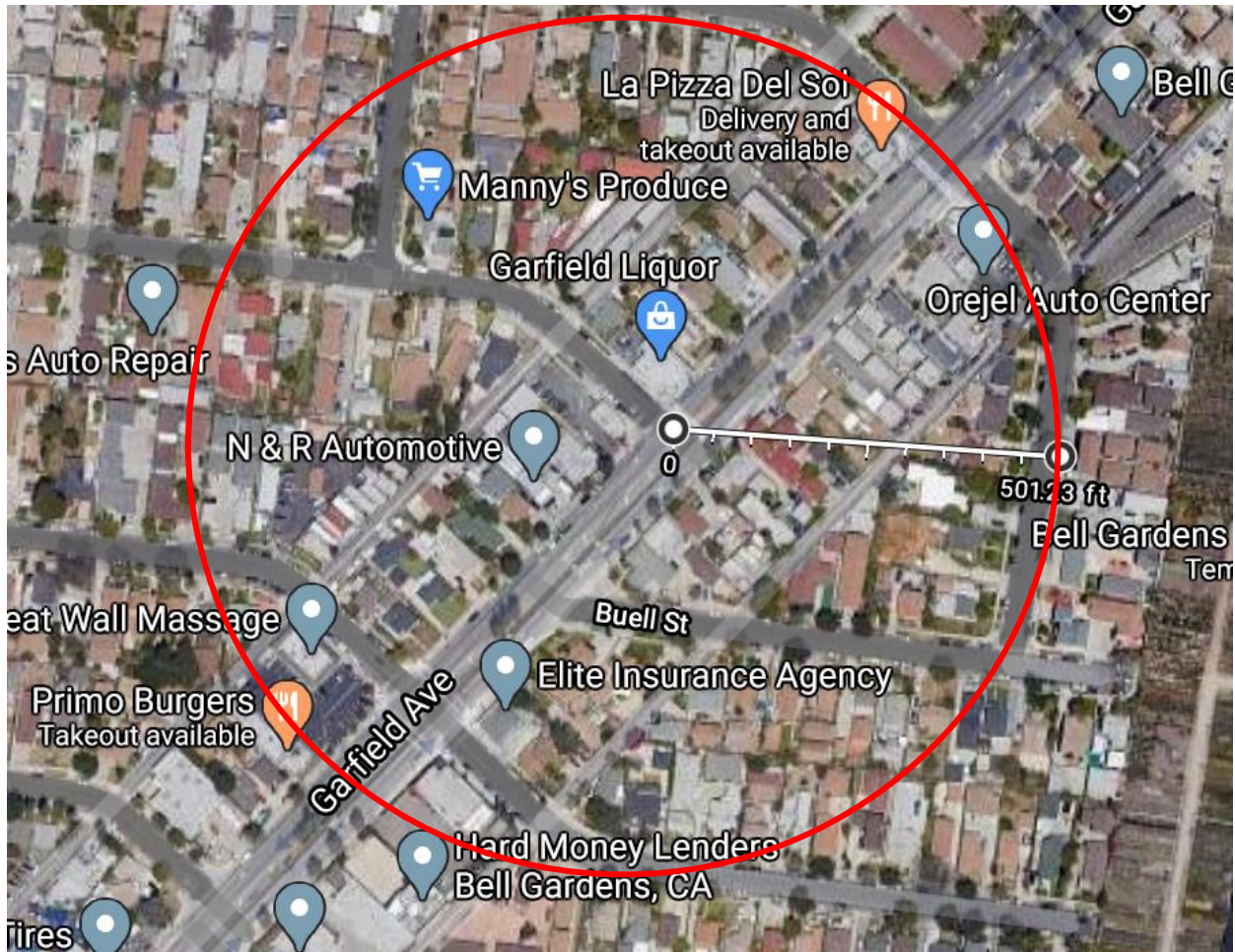
BY ORDER OF the City of Bell Gardens, California.

Dated: _____, 2020

EXHIBIT 2

500-FOOT RADIUS MAP

Garfield Avenue and Muller Street Traffic Signal Project





**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:	Chau Vu, Director of Public Works
SUBJECT:	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT USE AND MAINTENANCE AGREEMENT FOR THE CONSTRUCTION OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN PROJECT
DATE:	April 13, 2020

RECOMMENDATION:

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

1. Adopt the attached Resolution approving a Use and Maintenance Agreement with the Los Angeles County Flood Control District for the Construction of the John Anson Ford Park Infiltration Cistern Project; and
2. Authorize staff to execute the agreement.

BACKGROUND/DISCUSSION:

On November 8, 2012 the Los Angeles Regional Water Quality Control Board ("LA-RWQCB") adopted Order No. R4-2012-0175 revising the waste discharge requirements for Municipal Separate Sewer System ("MS4") dischargers within the coastal watersheds of Los Angeles County covered by NPDES Permit No. CAS004001 (collectively referred to as "MS4 Stormwater Permit"). This new Stormwater Permit regulates the water quality of urban runoff from all the cities and unincorporated areas of Los Angeles County.

To meet the requirements to divert and treat urban runoff imposed by the LA-RWQCB Stormwater Permit, the City of Bell Gardens in cooperation with the Cities of Bell, Commerce, Cudahy, Huntington Park, Maywood, and Vernon identified potential funding sources such as grants and loans resulting in the submittal of a Proposition 1 ("Prop 1") Implementation Grant application for the planning, design, and construction of the John Anson Ford Park Infiltration Cistern project. The application was made through the Gateway Water Management Authority ("GWMA"). The GWMA is the grant recipient and serves as the fiduciary agent for the Grant. A Grant Implementation Agreement between the State and GWMA was executed on January 22, 2018.

The purpose of the John Anson Ford Park Infiltration Cistern Project is to capture trash, nutrients, heavy metals, bacteria, and reduce toxicity from the watershed by installing storm water and dry weather flow diversion, pre-treatment, retention, and infiltration facilities that will capture and infiltrate water diverted from the regional storm drain system owned and operated by the Los Angeles County Flood Control District (LACFCD) prior to it reaching the Rio Hondo Channel. In addition to reducing the amount of pollutants to the Rio Hondo Channel, capturing the runoff will help augment the regional water supply in the Central Basin. The proposed facility would be located along the northern and western boundary of the park currently used for parking and

baseball fields. The total water design volume is 100 acre-feet. This project is the first phase of the project and includes the installation of a treatment system to remove trash and sediments from the stormwater and the construction of 8 acre-feet or more of the total 100 acre-feet required for compliance with the Regional Board.

On March 12, 2018 the City Council adopted a resolution approving a Sub-recipient Agreement with the Cities of Bell, Commerce, Cudahy, Huntington Park, Maywood, and Vernon (collectively the "Sub-recipients") and GWMA for the Prop 1 Grant-Funded John Anson Ford Park Infiltration Cistern project. The Grant funded work is to be completed by June 2021. The total cost for Phase 1 of John Anson Ford Park Infiltration Cistern Project is \$11,005,380, of which \$9,904,842 will be covered by the Prop 1 Grant. Bell Garden's share of the match is \$144,560.54, which is spread out over a 3-year period starting 2017.

On August 26, 2019 the City Council held a Public Hearing on the construction of the John Anson Ford Park Improvement Project. At the conclusion of the public hearing the City Council adopted a Mitigated Negative Declaration for the John Anson Ford Park Infiltration Cistern Project and approved plans and specifications for Phase I of its construction, and authorized staff to solicit bids for construction of the project.

On November 11, 2019 the City awarded a contract to Zusser Company for the construction of the John Anson Ford Park Infiltration Cistern Project.

Construction of the Project requires the modification of LA County Flood Control District Storm Drain Project No. 539 Line A Station 2-40.79 which consists of parallel 9.5-foot x 11-foot rectangular drains. The City applied to the LACFD for a permit to modify and construct a diversion structure to this storm drain. As part of the permit, LACFCD is requesting the City enter into a Use and Maintenance Agreement. The Agreement grants the City the right to modify the storm drain per approved plans and construct the necessary diversion facility to divert storm water to the infiltration cistern. The City will be responsible for the maintenance of all the improvements associated with the diversion facilities.

CONCLUSION:

Entering into the Use and Maintenance Agreement with the Los Angeles County Flood Control District will grant the City the right to modify the storm drain and construct a diversion structure to divert storm water into the infiltration cistern.

FISCAL IMPACT:

The cost of maintaining the John Anson Ford Park Infiltration Cistern will be shared by the partnering cities of Bell, Commerce, Cudahy, Huntington Park, Maywood and Vernon as per the funding formula stipulated in the sub-recipient agreement.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-25

Exhibit 2 - Use & Maintenance Agreement

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE USE AND MAINTENANCE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE CONSTRUCTION OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN PROJECT

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

WHEREAS, on November 11, 2019 the City awarded a construction contract for the John Anson Ford Park Infiltration Cistern Project to Zusser Company; and

WHEREAS, the Project requires the modification of Los Angeles County Flood Control District Storm Drain Project No. 539 Line A Station 2-40.79 which consist of parallel 9.5 foot x 11 foot rectangle drains.

WHEREAS, the City applied for a permit to modify and construct a diversion structure to this storm drain; and

WHEREAS, as part of the permit LACFCD is requesting the City enter into a Use and Maintenance Agreement; and

WHEREAS, by entering into this agreement, the City will be granted the right to modify the storm drain per approved plans and construct the necessary diversion facility to divert storm water to the infiltration cistern; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens 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 John Anson Ford Park Infiltration Cistern Project requires modification of the Los Angeles County Flood Control District Storm Drain Project No. 539 Line A Station 2-40.79; and

SECTION 3. The City Council finds that as part of the permit to modify and construct a diversion structure to this storm drain, the City is required to enter into a Use and Maintenance Agreement; and

SECTION 4. The City Council further authorizes the Mayor to execute the Use and Maintenance Agreement with the Los Angeles County Flood Control District for the John Anson Ford Park Infiltration Cistern Project; and

SECTIONS 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 13th day of April, 2020.

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

Rick Olivarez
City Attorney

ATTEST:

Jane Halstead
City Clerk

AGREEMENT NO. _____
PROJECT NO. 539 LINE A
DISTRICT PARCEL NO. 3
FOURTH SUPERVISORY DISTRICT

USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as DISTRICT), and City of Bell Gardens, a municipal corporation (hereinafter referred to as CITY). DISTRICT and CITY are collectively referred to as PARTIES.

RECITALS

WHEREAS, CITY proposes to construct the John Anson Ford Park Infiltration Cistern Project (hereinafter referred to as PROJECT); to treat and reuse incoming stormwater and urban runoff to enhance water quality and local water supplies;

WHEREAS, DISTRICT owns and operates storm known as drain Project No. 539 Line A, and associated right of way, hereinafter collectively referred to as DISTRICT FACILITIES;

WHEREAS, the following portion of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within DISTRICT FACILITIES:

- A diversion structure and accompanying pressure manholes in storm drain Project No. 539 Line A, Station 2+40.79

WHEREAS, the DISTRICT will issue permit number FCDP2019000039, (hereinafter referred to as PERMIT), upon execution of this AGREEMENT to the CITY for construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

SECTION 1: Authorized Use

- 1.1. The CITY is authorized and permitted to use the DISTRICT FACILITIES for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this

AGREEMENT and PERMIT. Any other use of the DISTRICT FACILITIES or any portion thereof by the CITY is expressly prohibited.

- 1.2. The CITY's use of the DISTRICT FACILITIES in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the DISTRICT FACILITIES by the DISTRICT, and the CITY's use of the DISTRICT FACILITIES shall at no time interfere with the DISTRICT's use of the DISTRICT FACILITIES or the DISTRICT's use of its adjacent property.
- 1.3. This AGREEMENT is valid only to the extent of the DISTRICT's jurisdiction. The CITY shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the PROJECT, and the consent of any underlying fee owners, as applicable, hereinafter collectively referred to as THIRD-PARTY APPROVALS. The CITY shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses.

SECTION 2: Construction and Implementation of PROJECT

- 2.1. The CITY understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to implementing the PROJECT and that the CITY shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the CITY hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.
- 2.2. Upon completion of the construction of the PROJECT, the CITY shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format. In addition, the CITY shall provide shapefiles for all maps depicting the PROJECT.

SECTION 3: Operation and Maintenance of IMPROVEMENTS

- 3.1. The CITY shall prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and inspection practices, required regulatory permits, procedures and standards

for the PROJECT components located on property of the DISTRICT, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

- 3.1.1. The CITY shall not commence any work authorized by this permit until it has submitted a draft of the O&M MANUAL to the DISTRICT and the DISTRICT has approved the draft.
- 3.1.2. The DISTRICT shall provide the CITY with comments on the draft O&M MANUAL within forty-five (45) days of submittal.
- 3.1.3. The CITY shall incorporate any and all reasonable comments submitted by the DISTRICT and shall deliver a final version of the O&M MANUAL to the DISTRICT prior to completion of work authorized by this permit. If the PARTIES cannot agree as to whether the DISTRICT's comments shall be incorporated, the PARTIES shall meet and confer in good faith to resolve such disagreement.
- 3.1.4. The work authorized by this permit shall not be deemed complete until the CITY has delivered the final version of the O&M MANUAL to the DISTRICT as described above.

3.2. Discharges from the PROJECT

- 3.2.1 The CITY shall not discharge any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drain owned or operated by the DISTRICT unless authorized by a permit to do so from the State Water Resources Control Board, the Los Angeles Regional Water Quality Control Board (Regional Board), or express written permission from the Executive Officer of the Regional Board. The CITY shall provide a copy of any such permit or express written permission to the DISTRICT prior to discharging any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT.
- 3.2.2 The DISTRICT shall establish notification and monitoring requirements for discharges from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT and shall notify CITY of these requirements in writing not later than the date DISTRICT provides the CITY with comments on the draft O&M MANUAL and the CITY shall comply with the requirements described in the written notice from the DISTRICT.

- 3.2.3. The DISTRICT may periodically update or revise the notification and monitoring requirements described in subsection 3.2.2 as the DISTRICT deems necessary to address changes in its MS4 Permit or other regulatory requirements or its operational requirements. The DISTRICT shall provide written notice to the CITY of any updated or revised requirements and the CITY shall comply with the updated or revised requirements immediately upon receipt of the written notice from the DISTRICT.
- 3.3. The CITY shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.
- 3.4. The DISTRICT shall not be responsible for any costs associated with the operation and maintenance of the IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all required regulatory permits.
- 3.5. The CITY shall operate and maintain the IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable Federal and State laws, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.
- 3.6. The CITY shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the DISTRICT FACILITIES, including upstream and downstream of all connections to the DISTRICT FACILITIES (100 feet for open channels and 50 feet for covered storm drains, from ends of connections in both directions). The CITY shall take appropriate measures to make sure sediment does not enter the DISTRICT FACILITIES from the PROJECT.
- 3.7. The CITY shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS. The DISTRICT shall provide the CITY with 24-hour contact information for person(s) responsible for maintaining the DISTRICT FACILITIES.
- 3.8. The CITY shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.

- 3.8.1. The CITY shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (non-routine) proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the CITY becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.
- 3.8.2. The CITY shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of accessing the DISTRICT FACILITIES to perform any routine maintenance activities related to the IMPROVEMENTS including trash removal, routine cleaning, and minor repairs.
- 3.8.3. The CITY shall provide the DISTRICT with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:
- a. Name of PROJECT;
 - b. Location description;
 - c. Project contact information;
 - d. Description of the PROJECT and its function and direct impact to the DISTRICT FACILITIES and/or other DISTRICT right of way;
 - e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, non-routine, and emergency), date and time of activities, and description of work performed;
 - f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
 - g. Summary of public inquiries and complaints related to the PROJECT and the CITY'S response;
 - h. Summary of volume captured or discharged from PROJECT;
 - i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;

- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.8.4. The annual summary report shall be mailed to the following address by July 30th each year:

Attention: Area Engineer
Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division – Imperial Yard
5525 East Imperial Highway
South Gate, CA 90280

- 3.9. The DISTRICT shall coordinate and communicate with the CITY regarding any maintenance activities by the DISTRICT related to the DISTRICT FACILITIES that may impact the IMPROVEMENTS.
- 3.10. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the functioning of the DISTRICT FACILITIES or the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall provide written notice to the CITY of the deficiency. If the CITY fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the DISTRICT, in its sole discretion may agree to, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the DISTRICT shall be entitled to implement the remedial action(s) after giving the CITY as much notice as the DISTRICT determines is feasible under the circumstances. If the DISTRICT takes any remedial action pursuant to this Section, it shall prepare and send to the CITY an invoice for all work undertaken by the DISTRICT to remedy any maintenance deficiency, and the CITY shall, within thirty (30) days from the receipt of the invoice, reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency.
- 3.11. The CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The

DISTRICT shall forward to the CITY any community relations, public inquiries, complaints, etc., related to the PROJECT.

SECTION 4: Term

- 4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the DISTRICT's right to terminate the CITY'S use as provided for in Section 5 in this AGREEMENT.
- 4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Chief Engineer of the DISTRICT or his designee may extend the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

- 5.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving the CITY at least one hundred twenty (120) days prior written notice, under the following conditions:
 - 5.1.1. The DISTRICT proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and
 - 5.1.2. The DISTRICT determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and
 - 5.1.3. The DISTRICT has notified the CITY of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided the CITY with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and
 - 5.1.4. After consideration of any such modifications proposed by the CITY, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantially incompatibility would still exist.

- 5.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event the CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the DISTRICT provides written notice of said breach or breaches to the CITY. Upon receipt of a written notice of breach, the CITY shall, within thirty (30) days of the date of the written notice, send the DISTRICT a written response describing the corrective measures that the CITY proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The CITY shall not implement any corrective measure until it has been approved and agreed upon by the DISTRICT.
- 5.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.
- 5.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT's sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the DISTRICT FACILITIES or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.
- 5.5. The CITY shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice, subject to the CITY's obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the DISTRICT FACILITIES

- 6.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to the CITY to remove all or any portion of the IMPROVEMENTS, and to restore the DISTRICT FACILITIES to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and DISTRICT FACILITIES). If the DISTRICT provides such notice, the CITY shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as the DISTRICT may in its sole discretion agree to.
- 6.2. Prior to commencing the removal of any IMPROVEMENTS within the DISTRICT FACILITIES, the CITY shall apply for and obtain a permit for the

removal activities from the County of Los Angeles Public Works, Land Development Division, Permits and Subdivisions Section, and shall also apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the IMPROVEMENTS.

- 6.3. If the CITY fails to comply with the DISTRICT's notice referred to in subsection 6.1, the DISTRICT may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the DISTRICT's notice to the CITY.
- 6.4. If the DISTRICT removes any IMPROVEMENTS pursuant to subsection 6.3, the DISTRICT shall submit a billing invoice to the CITY indicating the costs and expenses reasonably incurred by the DISTRICT in connection with the removal of the IMPROVEMENTS and the CITY shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of the CITY's receipt of a billing invoice from the DISTRICT.

SECTION 7: Miscellaneous Provisions

- 7.1. Damage to DISTRICT FACILITIES or PROJECT
 - 7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.
 - 7.1.2. If any components of the DISTRICT FACILITIES are damaged by any negligent act or omission of the CITY (including its consultants and contractors), the CITY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The CITY shall be responsible for all costs related to these repairs and/or replacements.
- 7.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.
- 7.3. Indemnification, Release, and Insurance.
 - 7.3.1. The CITY shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to the construction, operation, maintenance,

repair, modification, or removal of the PROJECT, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees or contractors.

- 7.3.2. The DISTRICT shall indemnify, defend, and hold harmless the CITY and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to operation and maintenance of the DISTRICT FACILITIES exclusive of the IMPROVEMENTS, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the CITY or its respective officers, employees or contractors.
- 7.3.3. The CITY releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses the CITY may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the DISTRICT FACILITIES, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.
- 7.3.4. Without limiting the CITY's indemnification of the DISTRICT, the CITY shall procure and/or maintain, in full force and effect during the term of this AGREEMENT, insurance policies or a program of self-insurance providing for the following coverage related to the IMPROVEMENTS:
 - 7.3.4.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than two million dollars (\$2,000,000) per occurrence.
 - 7.3.4.2. Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and the CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, the CITY in the course of carrying out the work or services contemplated in this AGREEMENT.

- 7.3.4.3. Automobile Liability Insurance: the CITY shall procure such policy with coverage of not less than one million dollars (\$1,000,000) per accident.
- 7.3.4.4. The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The CITY shall furnish to the DISTRICT a Policy of Insurance evidencing the CITY'S insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the CITY shall furnish to the DISTRICT a Certificate evidencing the CITY's continued insurance coverage as required herein.
- 7.3.4.5. Should the CITY elect to comply with this section through a program of self-insurance, CITY shall provide, a Certificate of Self-Insurance to DISTRICT indicating limits of such self-insurance coverage that meet or exceed those stated herein.
- 7.4. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- 7.5. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.
- 7.6. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.
- 7.7. Waiver. Waiver by any Party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

- 7.8. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.
- 7.9. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.
- 7.10. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner which gives effect to the intent of the Parties in entering into this AGREEMENT.
- 7.11. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.
- 7.12. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.
- 7.13. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by PARTIES shall be directed to the following:

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4300
Fax: (626) 458-1526

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division, Annex Building Second Floor

900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Assistant Deputy Director
Phone No.: (626) 458-4145
Fax No.: (626) 458-4165

City of Bell Gardens
Public Works Department
8327 Garfield Avenue
Bell Gardens, CA 90201
Attention: Director of Public Works
Phone No.: (562) 334-1790
cvu@bellgardens.org

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes.

IN WITNESS WHEREOF, DISTRICT and CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on _____, 2020; by CITY on _____, 2020.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

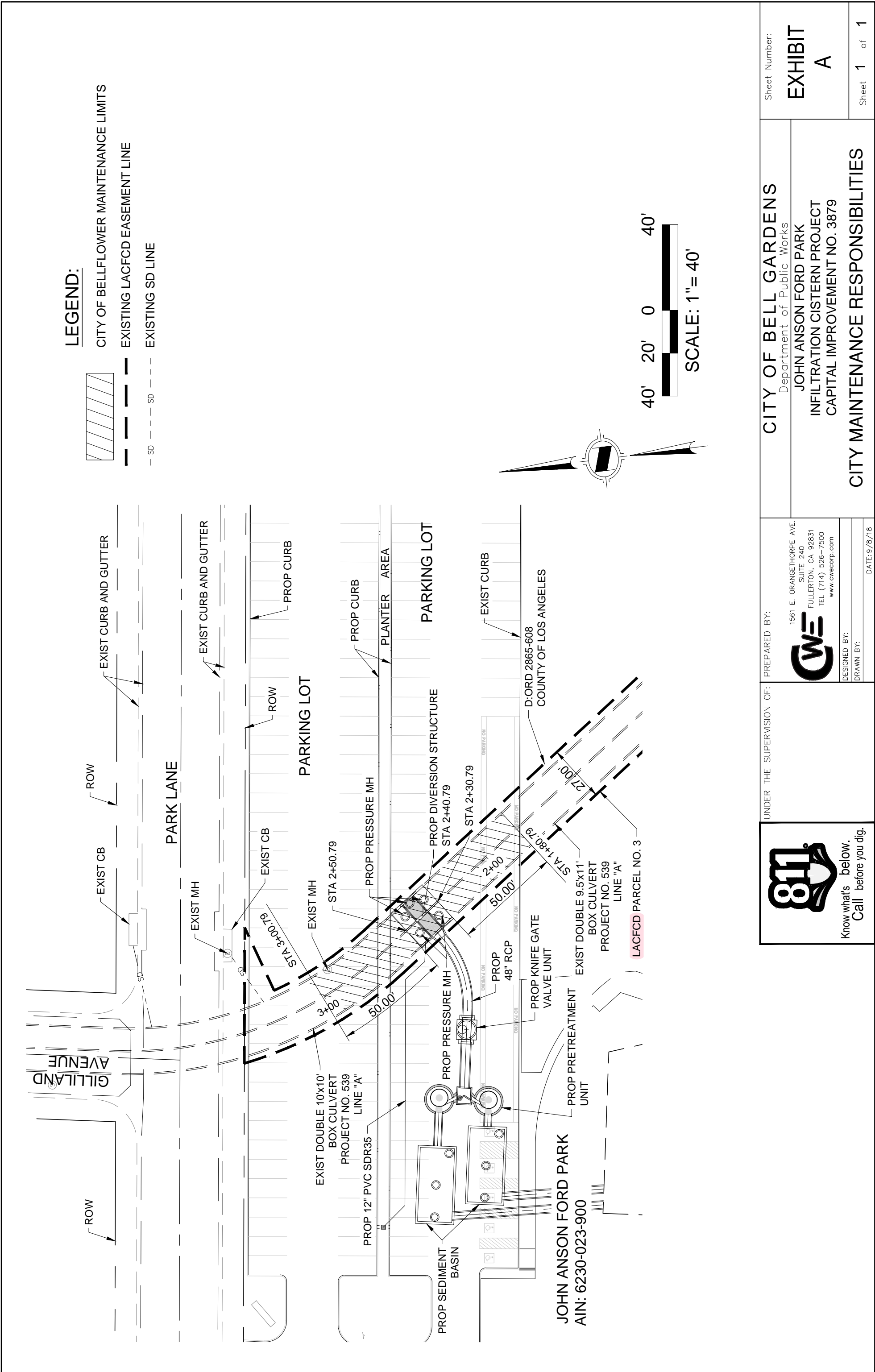
By _____
Deputy



CITY OF BELL GARDENS

By _____
Alejandra Cortez, Mayor

APPROVED AS TO FORM:

By _____
City Attorney



 <p>Know what's below. Call before you dig.</p>	UNDER THE SUPERVISION OF:	PREPARED BY:  1561 E. ORANGETHORPE AVE. SUITE 240 FULLERTON, CA 92831 TEL (714) 526-7500 www.cwecorp.com	CITY OF BELL GARDENS Department of Public Works		Sheet Number:
			JOHN ANSON FORD PARK INFILTRATION CISTERN PROJECT CAPITAL IMPROVEMENT NO. 3879		EXHIBIT A
			CITY MAINTENANCE RESPONSIBILITIES		Sheet 1 of 1



**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:	Hailes H. Soto, Senior Management Analyst
SUBJECT:	RESOLUTION DESIGNATING AUTHORIZED AGENTS OF THE CITY OF BELL GARDENS FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) PUBLIC ASSISTANCE GRANTS
DATE:	April 13, 2020

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the California Governor's Office of Emergency Services (Cal OES) Resolution designating the City Manager, the Director of Finance & Administrative Services and the Senior Management Analyst as authorized agents to execute applications on behalf of the City of Bell Gardens for the purpose of obtaining post-disaster public assistance grants from Cal OES and FEMA.

BACKGROUND/DISCUSSION:

Cal OES requires a Designation of Subrecipient's Agent Resolution for Non-State Agencies to be on file for the purpose of obtaining certain federal financial assistance under Public Law 93- 288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

A new Designation of Applicant's Agent Resolution for Non-State Agencies is required if the previously submitted document is older than three (3) years from the last date of approval or if changes are required to the name and/or title of authorized agents. The attached Resolution designates the City Manager, the Director of Finance & Administrative Services and the Senior Management Analyst as authorized agents for the City of Bell Gardens.

CONCLUSION:

This request is time-sensitive and requires immediate action to meet the April 17th deadline for the completion and submission of the Request for Public Assistance Application.

FISCAL IMPACT:

There are no direct budget impacts associated with approving the Cal OES Declaration of Applicant's Agent for Non-State Agencies on Cal OES Form 130, Exhibit 1.

Approval will permit the City to obtain financial assistance for all open and future disasters declared by the state or federal government up to three (3) years following the date of approval. If a current Designation of Subrecipient's Agent Resolution (Cal OES Form 130) is not on file with Cal OES, the City will be ineligible to apply for reimbursement under any future public assistance grants available for declared disasters. FEMA mandates current designations as a condition of

qualifying for Cal OES public assistance grants.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-26

Exhibit 2 - Cal OES Form 130

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA ADOPTING CAL OES FORM 130, DESIGNATION OF SUBRECIPIENTS'S AGENT RESOLUTION FOR NON-STATE AGENCIES, DESIGNATING AUTHORIZED AGENTS OF THE CITY OF BELL GARDENS FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLIC ASSISTANCE GRANTS

WHEREAS, the California Governor's Office of Emergency Services (CAL OES) requires a Designation of Subrecipient's Agent Resolution for Non-State Agencies (Cal OES Form 130) to be on file for the purpose of obtaining certain Federal and/or State financial assistance; and

WHEREAS, the Designation of Subrecipient's Agent Resolution for Non-State Agencies is only effective for up to three (3) years following the date of approval; and

WHEREAS, it was confirmed the last documents on file for the City of Bell Gardens was submitted over three (3) years ago; and

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

SECTION 1. That the above recitals are true and correct and based thereon.

SECTION 2. The City Council of the City of Bell Gardens adopt the Designation of Applicant's Agent Resolution for Non-State Agencies (CAL OES Form 130) attached hereto as Exhibit "A", designating the City Manager, Director of Finance and Administrative Services and the Senior Management Analyst as Authorized Agents for the City of Bell Gardens.

SECTION 3. 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 13th day of April, 2020.

[Signatures on the following page]

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
City Attorney

Jane Halstead
City Clerk

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the _____, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of _____, 20____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20____.

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



**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:	Rozanne Adanto, Director of Recreation and Community Services
SUBJECT:	APPROVAL OF AGREEMENT WITH HERK EDWARDS, INC. FOR THE PURCHASE OF BLEACHERS; AND AUTHORIZE THE USE OF MEASURE A GRANT FUNDING
DATE:	April 13, 2020

RECOMMENDATION:

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

1. Approve an agreement between the City and Herk Edwards, Inc. for the purchase of bleachers; and
2. Use Los Angeles County Measure A grant funding

BACKGROUND/DISCUSSION:

In the summer of 2017, as part of the City's Public Works Department Capital Improvement Projects the gymnasium floor at John Anson Ford Park was replaced. Once the new floor was installed the contractor advised City personnel that the old bleachers should not be reinstalled, as it would damage the new floors, thus making the warranty void. At that time, funding was not available to replace the bleachers.

The basketball gymnasium is the most heavily utilized indoor facilities, which is used on a daily basis. The City conducts athletic events, tournaments, community meetings, and award ceremonies in this facility which currently lacks the appropriate seating amenities. Staff is proposing to purchase two (2) banks of bleachers which would provide adequate seating for all events.

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.

The City, a public agency, will be able to procure the bleachers through a cooperative agreement. On July 18, 2019, Sourcewell released a Request for Proposals. Sourcewell 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. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

On September 17, 2019, Hussey Seating Company submitted a proposal. On November 26, 2019, Hussey Seating Company was awarded a Solicitation Contract, Contract # 091719-HSC. Hussey Seating Company sells their products exclusively through a national international dealer network. Herk Edwards, Inc., is Hussey Seating Company's Southern California dealer.

CONCLUSION:

Based on the Hussey Seating Company/Herk Edwards, Inc. competitive contract with Sourcewell, staff is recommending that the City Council approve the purchase of the Hussey Seating Company/Herk Edwards, Inc., gymnasium bleachers and use the Los Angeles County Measure A grant funding.

FISCAL IMPACT:

The purchase cost of the two (2) banks (6 bleachers, one for each side of the gymnasium) with installation is \$84,550.00. The funds for this purchase are in the City's per capita funding in the Los Angeles County Measure A grant.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2020-27

Exhibit 2 - Agreement with Herk Edwards, Inc.

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, Assistant City Attorney for Rick R. Olivarez, City Attorney

Will Kaholokula, Director of Finance and Administrative Services

RESOLUTION NO. 2020-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND HERK EDWARDS, INC. FOR THE PURCHASE OF BLEACHERS; AND APPROVAL OF USE OF LOS ANGELES COUNTY – MEASURE A GRANT FUNDING.

WHEREAS, the City of Bell Gardens John Anson Ford Park Basketball gymnasium has a need for two (2) banks of bleachers for conducting youth and adult gymnasium activities conducted on a daily basis by the City of Bell Gardens (“City”);

WHEREAS, pursuant to Section 3.04.100(E) (Exceptions) of the Bell Gardens Municipal Code (BGMC), the purchasing policy may be dispended with when supplies, services or equipment can be produced from a supplier who offers the same or better prices, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency;

WHEREAS, on July 18, 2019, Sourcewell issued a Request for Proposals for the purchase of Event Seating;

WHEREAS, on September 17, 2019, Hussey Seating Company submitted a proposal;

WHEREAS, Hussey Seating sells their products exclusively through a national and international dealer network;

WHEREAS, Herk Edwards, Inc. is Hussey Seating Company’s Southern California dealer;

WHEREAS, on November 26, 2019, Hussey Seating was awarded a Solicitation Contract 091719-HSC;

WHEREAS, authorized under Section 3.04.100(E) of the Bell Gardens Municipal Code but such to certain terms and conditions set forth, the City of Bell Gardens wishes to avail itself to the opportunity to purchase certain equipment and services that meet the specifications of the Sourcewell Contract at the same unit pricing and rates given to Sourcewell under the Sourcewell Contract; and

WHEREAS, the City hereby desires to use Los Angeles County, Measure A grant funding for the purchase.

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 hereby approves the Agreement between the City and Herk Edwards, Inc. in substantially the same form as attached to the staff report presented concurrently with this Resolution.

SECTION 3. The City Council hereby authorizes the use of Los Angeles County Measure A grant funding for the purchase of bleachers.

SECTION 4. The City Council further authorizes the City Manager, or his designee, to execute the purchase order and any reasonably related documents or amendments reasonably necessary to carry out and effectuate the intent of this Resolution on behalf of the City.

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 13th day of April, 2020.

[Signatures on the following page]

THE CITY OF BELL GARDENS

Alejandra Cortez, Mayor

APPROVED AS TO FORM:

ATTEST:

Rick Olivarez
City Attorney

Jane Halstead
City Clerk

2020
EQUIPMENT PROCUREMENT AGREEMENT
(Procurement: Gymnasium Bleacher)
(Parties: City of Bell Gardens and Herk Edwards, Inc.)

THIS EQUIPMENT PROCUREMENT AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2020 by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and HERK EDWARDS, INC., (hereinafter, "Herk Edwards"). For the purposes of this Agreement, City and Herk Edwards may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Herk Edwards interchangeably.

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, City desires to purchase two (2) banks of bleachers which would provide adequate seating for all events at the basketball gymnasium; and

WHEREAS, per Section 3.04.100(E) (Exceptions) of Chapter 3.04 (Purchasing System) of the Bell Gardens Municipal Code (hereinafter, "Section 3.04.100"), the purchasing policy may be dispensed with when supplies, services or equipment can be produced from a supplier who offers the same or better prices, terms and/or conditions as the supplier previously offered as the lowest responsible bidder under competitive procurement conducted by another city or public agency; and

WHEREAS, on July 18, 2019, Sourcewell (hereinafter, "Sourcewell") issued a Request for Proposals ("Sourcewell RFP") for the purchase of Event Seating; and

WHEREAS, on September 17, 2019, Hussey Seating Company (hereinafter "Hussey Seating") submitted a proposal; and

WHEREAS, Hussey Seating sells their products exclusively through a national and international dealer network; and

WHEREAS, Herk Edwards, Inc. (hereinafter Herk Edwards) is Hussey Seating Company's Southern California dealer; and

WHEREAS, on November 26, 2019, Hussey Seating was awarded a Solicitation Contract 091719-HSC (hereinafter, "Sourcewell Contract"); and

WHEREAS, authorized under Section 3.04.100(E) of the Bell Gardens Municipal Code but such to certain terms and conditions set forth, City wishes to avail itself to the opportunity to purchase certain equipment and services that meet the specifications of the Sourcewell Contract at the same unit pricing and rates given to Sourcewell under the

Sourcewell Contract; and

WHEREAS, City desires to enter into an agreement with Herk Edwards for the purchase of two (2) banks of bleachers for the basketball gymnasium upon the conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Herk Edwards and Hussey Seating agree as follows:

Section 1. DESCRIPTION OF EQUIPMENT AND SERVICES.

- A. Subject to all the terms and conditions of this Agreement, Herk Edwards agrees to sell and deliver, that certain equipment listed in Herk Edwards Sourcewell Price Quotation dated March 5, 2020, (the "Quotation"). (A true and correct copy of the Quotation is attached and incorporated hereto as **Exhibit "A"**). For purposes of this Agreement, the capitalized term "Equipment" shall refer to the equipment and materials listed in the Sourcewell RFP. The unit prices charged by Herk Edwards to City for the equipment listed in the Estimate shall be no greater than the unit prices charged to Sourcewell under the Sourcewell RFP. Except as otherwise provided herein the Equipment shall in all respects meet the specifications for identical equipment set forth under the Sourcewell RFP and shall be subject to all warranties set forth under the Sourcewell RFP and Sourcewell Contract (Collectively referred to as "Sourcewell Documents"). (A true and correct copy of the Sourcewell Documents are attached and incorporated hereto as **Exhibit "B"**).
- B. Herk Edwards; performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for Herk Edwards to complete its delivery and off-loading of the Equipment at the location(s) specified by the City Representatives in a good workmanlike manner. Herk Edwards shall not commence the delivery of the Equipment until such time as City issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.
- C. Herk Edwards shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. Herk Edwards shall, among other things, be responsible for the delivery of the Equipment to City and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from Herk Edwards' delivery vehicles to the location(s) specified by the City Representatives. City shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing Herk Edwards' personnel with training, tools or equipment required to deliver the Equipment. The Equipment shall be delivered to City within ninety (90) to one hundred twenty (120) days from City's issuance of the written Notice to Proceed.

- D. All Equipment shall be subject to inspection by City and may be rejected by City if the Equipment does not meet the specifications called for under this Agreement or is otherwise broken or defective. The Equipment shall be considered accepted upon City's issuance of a written Notice of Acceptance, which shall not be unreasonably withheld or delayed. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of any Equipment which does not meet the required specifications or is broken or defective and the cost of returning and replacing the Equipment shall be borne solely and exclusively by Herk Edwards. At City's option, Equipment that is rejected and returned by City shall be promptly replaced by Herk Edwards or the cost of such Equipment shall be credited or refunded to City. No payment shall be required until replacement is complete. Herk Edwards shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, Herk Edwards, at Herk Edwards' sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment will perform in accordance with the established specifications.
- E. City's acceptance of the Equipment shall be conditioned upon the final inspection and performance testing of the Equipment by City, as specified under Section 5 of this Agreement, below, to ensure that the Equipment satisfies the requirements of the City and is capable of performing in accordance with performance standards set forth in the specifications of the Sourcewell RFP. City reserves the right to direct to replace, at no additional cost to City, any Equipment which is determined to be damaged, defective or other non-compliant with such specifications. The final inspection and performance test shall be commenced within fourteen (14) calendar days from the date Herk Edwards notifies City in writing that its installation of the Equipment is complete.
- F. Herk Edwards shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City. Nothing in this subsection shall be construed to limit, restrict or otherwise modify the provisions of Section 5 of this Agreement.
- G. Coordinated installation of all Equipment will take place during the standard business hours.
- H. Risk and Title. Herk Edwards shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment. Nothing in this subsection shall operate to restrict, limit or modify: (i) the right of City to reject or withhold acceptance of any Equipment that is damaged, defective or which otherwise fails to meet the specifications called for herein; or (ii) the right of City to pursue any other remedies under this Agreement in the event the Equipment is defective or fails to meet

specifications or upon Herk Edwards' breach of any ongoing duties or obligations set forth under this Agreement.

Section 2. STANDARD OF CARE.

A. Herk Edwards represents, acknowledges and agrees as follows:

1. Herk Edwards shall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the Herk Edwards' field;
2. Herk Edwards shall perform all work in a manner reasonably satisfactory to the City;
3. Herk Edwards shall 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.);
4. Herk Edwards understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;
5. All of Herk Edwards' employees and agents (including but not limited to Herk Edwards' subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and
6. All of Herk Edwards' employees and agents (including but not limited to Herk Edwards' 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 shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Herk Edwards' acceptance of any work performed by or on Herk Edwards' behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to City at the time of acceptance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Herk Edwards, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and tasks contemplated under this Agreement in a skillful and competent manner.

Section 3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the Agreement

administrator and City's representative shall be Rozanne Adanto, Director of Recreation and Community Services and her designee (hereinafter, the "City Representative"). It shall be Herk Edwards' responsibility to assure that the City Representative is kept informed of the progress of the performance of the services and Herk Edwards shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

- B. Herk Edwards Representative. For the purposes of this Agreement, Richard Sivas is hereby designated as the principal and representative of Herk Edwards authorized to act on its behalf with respect to Herk Edwards' performance under this Agreement and to make all decisions in connection therewith (the "Herk Edwards Representative"). Notice to the Herk Edwards Representatives shall be written to constitute notice to Herk Edwards.

Section 4. HERK EDWARDS' PERSONNEL

- A. Herk Edwards represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.
- B. Herk Edwards shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
- C. In the event that City, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Herk Edwards to perform services pursuant to this Agreement, shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- D. Herk Edwards shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- E. Permits and Licenses. Herk Edwards shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City business license.

Section 5. TESTING AND INSTRUCTION ON OPERATION AND MAINTENANCE

City's personnel in coordination with Herk Edwards' personnel shall have a period of thirty (30) calendar days from the date the Equipment is installed to run performance tests of

the Equipment in order to determine whether or not the Equipment meets specifications, is not damaged and is functioning properly. Herk Edwards, during the testing and inspection period contemplated herein, shall also provide City personnel with instruction and training on the property operation and maintenance of the Equipment and shall supply City with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance, upkeep and operation of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the Sourcewell RFP. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. City's issuance of notification of conditions, circumstances or other factors which make the City unwilling to accept the Equipment shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

Section 6. WARRANTIES

Herk Edwards shall extend to City all such warranties for the Equipment and Related Services provided to Sourcewell under the Sourcewell RFP and Sourcewell Contract subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Section 2 of the Sourcewell Contract.

Section 7. COMPENSATION

- A. Compensation for Equipment. Herk Edwards shall sell, delivery and install the Equipment referenced in the Estimate at unit pricing that is no greater than the unit pricing provided to Sourcewell for identical equipment under the Sourcewell RFP. For purposes of this Agreement, installation shall not only include the physical installation of the Equipment but all pre-acceptance testing, and training provided to City as contemplated under this Agreement. The foregoing notwithstanding, in no event may Herk Edwards's total aggregate compensation for the sale, delivery and installation of the Equipment exceed the aggregate sum of EIGHTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$84,550) (the "Equipment Agreement Price").
- B. Compensation for Related Services. The Related Services shall be provided to City by Herk Edwards in accordance with the Quotation as well as the compensation terms provided to Sourcewell under the Sourcewell Documents. Following the conclusion of each calendar month, Herk Edwards shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Herk Edwards' monthly compensation is a function of hours worked by Herk Edwards' personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the service or task, 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 shall notify Herk Edwards in writing of any disputed amounts included in the invoice.

Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Herk Edwards.

Section 8. PROHIBITED INTERESTS

Herk Edwards warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for Herk Edwards, to solicit or secure this Agreement. Further, Herk Edwards 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 Herk Edwards, 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 shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 9. INDEPENDENT CONTRACTOR

Herk Edwards will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of City and shall not and is not intended to create the relationship of partnership, joint venture or association between City and Herk Edwards.

Section 10. RECORDS AND INSPECTION

Herk Edwards shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. City shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

Section 11. CONFLICTS OF INTEREST

Herk Edwards hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. Herk Edwards hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. Herk Edwards agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

Section 12. INDEMNIFICATION

Herk Edwards shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded to Sourcewell, Sourcewell's officials, commissioners, officers, agents, employees and volunteers.

Section 13. INSURANCE

Herk Edwards shall at all times during its period of performance under this Agreement, maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Section 20 of the Sourcewell Contract.

Section 14. MUTUAL COOPERATION

- A. City shall provide with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Herk Edwards services.
- B. In the event any claim or action is brought against City relating to Herk Edwards performance in connection with this Agreement, Herk Edwards shall render any reasonable assistance that City may require.

Section 15. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

- A. Termination for Convenience. Prior to the issuance of City's written Notice to Proceed, City may immediately terminate this Agreement, inclusive of the purchase of the Equipment and the Related Services, without cause, without liability and free of any charge or cost to City. After the City's issuance of a written Notice to Proceed, City may immediately terminate this Agreement for convenience and without cause. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. Herk Edwards may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for convenience, Herk Edwards shall be compensated for such Equipment delivered to and accepted by City and for such services performed up to the effective date of the termination.
- B. Termination for Cause. 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall 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 shall be cured, which

shall not be less than the applicable cure period set forth under subsection 15(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 shall 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. An Event of Default shall include, but shall not be limited to the following: (i) Herk Edwards' failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) Herk Edwards' and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to Herk Edwards, whether voluntary or involuntary; (iv) Herk Edwards' refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.

C. Herk Edwards shall cure the following Events of Defaults within the following time periods:

1. Within ten (10) calendar days of City's issuance of a Default Notice for any failure to timely provide City or its agents with any information and/or written reports, documentation or work product which Herk Edwards is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, Herk Edwards may submit a written request for additional time to cure the Event of Default upon a showing that it 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 shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or
2. Within fifteen (15) 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 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the equipment specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of

Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

- D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within forty-five (45) calendar days of Herk Edwards' 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 30-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 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with City's failure to timely pay any undisputed sums to shall be cured by City within thirty (30) calendar days from the date of Herk Edwards' Default Notice to City.
- E. City, in its sole and absolute discretion, may also immediately suspend Herk Edwards' performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending Herk Edwards' cure of any Event of Default by giving written notice of City's intent to suspend Herk Edwards' 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, shall be compensated only for those services and tasks which have been rendered by 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 shall operate to prohibit or otherwise restrict City's ability to suspend this Agreement as provided herein.
- F. No waiver of any Event of Default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall 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:
 - 1. Upon written notice to Herk Edwards, the City may immediately terminate this Agreement in whole or in part;
 - 2. Upon written notice to Herk Edwards, the City may extend the time of performance;
 - 3. The City may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Herk Edwards' breach of the Agreement, obtain specific performance from Herk Edwards or to terminate

the Agreement; or

4. The City may exercise any other available and lawful right or remedy.

H. In the event City is in breach of this Agreement, Herk Edwards' sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall Herk Edwards be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.

I. No waiver of any default or breach under this Agreement shall 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 shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 16. FORCE MAJEURE

Herk Edwards shall not be liable for any failure to perform if it presents acceptable evidence, in City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Herk Edwards. In the event that a FORCE MAJEURE event materially increases the Herk Edwards' costs of performance hereunder, then City shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by Herk Edwards' insurances.

Section 17. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during Herk Edwards and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: Rozanne Adanto, Director of
Recreation and Community Services

If to HERK EDWARDS:

Herk Edwards
23822 Hawthorne Boulevard
Suite 201
Torrance, CA 90505
Attn: Sourcewell Contract
Administrator
Phone: (310) 373-0543

Section 18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this Agreement, Herk Edwards shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. Herk Edwards will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

Section 19. PROHIBITION AGAINST ASSIGNMENT

Herk Edwards shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Herk Edwards.

Section 20. ATTORNEY FEES

In the event that City or Herk Edwards commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between City and Herk Edwards with respect to the subject matter herein. No other prior oral or written agreements are binding on the Parties. Any modification of this Agreement will be effective only if it is in writing and executed by both City and Herk Edwards.

Section 22. GOVERNING LAW; JURISDICTION

This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall 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, shall be in the Central District of California located in the City of Los Angeles, California.

Section 23. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a

manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 24. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall 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 shall be void and invalid

Section 25. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

Section 27. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

Section 28. EXECUTION

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.

[SIGNATURES ON FOLLOWING PAGE]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF BELL GARDENS

HERK EDWARDS, INC.

By: _____
Alejandra Cortez, Mayor

By: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Rick Olivarez, City Attorney

EXHIBIT “A”
QUOTATION



Serving California since 1964

SOURCEWELL PRICE QUOTATION

REV 1

To: City of Bell Gardens
John Anson Ford Park
Bell Gardens, CA 90201

Date: March 5, 2020
REV: March 10, 2020

Attn.: Rozanne Adanto, Director of Recreation & Community Services
Radanto@bellgardens.org

Re: Gymnasium Bleachers

Phone: 562.806.7650

In accordance with your request, we are pleased to submit this Price Quotation for telescoping bleachers for the John Anson Ford Park Gymnasium for your consideration.

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
2 banks	Hussey MAXAM series Model MXM26 Telescoping Bleachers, 6 rows x 71'-0" and 6 rows x 50'-0" long, wall-attached with 9-5/8" rise per row, 24" row spacing, clear UV-finish plywood decks, two (2) aisles with intermediate steps and ARAR auto-rotating handrails, self-storing end guard rails, Courtside XC10 10" deep contoured polymer seats, Flex-Row retractable recoverable 1 st row modules for ADA wheelchair seating and PFe** self-contained integral power operation with pendant control switch. Included are solid-color self-storing vinyl end closures at each bank end.		
Delivered and installed, tax included...			<u>\$84,550.00</u>

Clarifications/Exceptions/Exclusions:

- **PFe Integral power operation requires a dedicated standard 120V convenience outlet behind or adjacent to each bank. Circuit shall have no more than 4% voltage drop under full load.
- Courtside seat colors and vinyl end curtain colors (if purchased) shall be selected from the manufacturer's standard offering
- All rails shall be Black semi-gloss powder coat.
- NOTE: All Purchase Orders or Contract Agreements for Hussey products on Sourcewell Contract #100814-HSC to be marked with contract number and purchaser's Sourcewell Member ID Number and addressed to Herk Edwards, Inc., Attn: Sourcewell Administrator

Terms & Conditions:

Herk Edwards, Inc. does not perform any onsite work and is not signatory to any labor agreements. All on site labor shall be performed by a lower tier subcontractor and unless otherwise noted, prices quoted include installation labor based on current Prevailing Wage Rates. The cost of any required bonds is not included in this proposal. If Performance and Payment bonds are required, add 1% to quote price. Insurance coverage to be HEI's standard General Liability (\$2,000,000 aggregate), Excess Liability (\$4,000,000 aggregate) and Worker's Compensation. Any required coverage in excess of these amounts, if obtainable, will be provided at additional cost. Additional Insured forms CG2010 and CG2037 (only) will be provided if required by the contract.

Payment terms shall be Net 30 days from the date progress billings are submitted, provided all billing paperwork has been correctly submitted as required by the Subcontract Agreement or Purchase Order/Agreement.

Prices quoted are valid for a period of 60 days from the date of quotation or bid and are based on shipment of the materials not later than **6/30/2020**. Add .75% per month for shipment thereafter. Shipment of equipment shall be approximately **90-120** calendar days after receipt of approved shop drawings, color selections and verification of field dimensions (or Contractor's/Owner's release in lieu thereof). This Price Quotation constitutes the full scope and terms and conditions of this proposal, and must become a part of, as if included therein, any Subcontract Agreement or Purchase Order/Agreement for any of the above proposed materials and/or labor, or this proposal shall become invalid.

Richard Sivas

Richard Sivas
HERK EDWARDS, INC.

23822 Hawthorne Blvd. Suite 201 ♦ Torrance, California 90505

Phone: (310) 373-0543 ♦ Email: Info@herkedwards.com ♦ Web: www.herkedwards.com

CA Lic 232760 ♦ DIR 100001262

EXHIBIT “B”
SOURCEWELL DOCUMENTS



RFP #091719
REQUEST FOR PROPOSALS
for
Event Seating and Staging Solutions with Related Accessories and Services

Proposal Due Date: September 17, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Event Seating and Staging Solutions with Related Accessories and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, 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://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 17, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 18, 2019
Pre-proposal Conference:	August 08, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	September 10, 2019, 4:30 p.m., Central Time
Proposal Due Date:	September 17, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 17, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

Sourcewell RFP #091719
Event Seating and Staging Solutions with Related Accessories and Services
Page 1

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell 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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors 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 vendors 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. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

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 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 Event Seating and Staging Solutions with Related Accessories and Services, for venues such as arenas, stadiums, tracks, auditoriums, convention centers, performing art facilities, lecture halls, places of worship, and similar sites, including, but not to be limited to:

- a. Indoor and Outdoor grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, tiered seating solutions, long span aluminum, seat modules, bench seating, fixed seating, precast alternative, portable/tip and roll, fixed or mobile: risers, platforms, stages, stage decks, hydraulic and motorized staging, modular and portable scissor staging;
- b. Related event accessories including press boxes, concession stands, ticket booths, media/filming platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, access ramps and supports, score keeping tables, chairs, and railings/tables, all of which must be incidental to the offering of the event seating and staging as described in a. above;
- c. Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the event seating and staging solutions described a. above;
- d. Proposers may also include rental equipment or accessory solutions complementary to the event seating and staging solutions described in a. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2.The primary focus of this solicitation is on Event Seating Solutions with Related Accessories and Services. This solicitation should NOT be construed to include:

1. Individual portable chair only solutions;
2. Classroom furniture and accessories;
3. Rental only solutions;
4. Accessory or service-only solutions;
5. Lighting equipment or technology solutions; or
6. Audio/Visual equipment and technology solutions

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. RFP #031715 Furniture with Related Accessories and Services
2. RFP #050819 Scoreboards, Digital Displays, and Video Boards with Related Design Build Technology Integration, Installation, Supplies, and Services
3. RFP #071619 Sports Lighting with Related Supplies and Services
4. RFP #111616 Classroom Audio Technology Equipment with Related Accessories, Services, and Supplies

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 Sourcewell Members 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 Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. 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 Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

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 Members.

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 Member 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 (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

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 \$60M; 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 Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, 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 Members. 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. Sourcewell cannot consider information that is not provided 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 Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members 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 Vendor'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 ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, 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 Member'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 Members 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. 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 a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

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 on page one of 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 requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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 time for solicitation closing.

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 Vendor Account. 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 closing time and date shown in the Solicitation Schedule.

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. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is 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 twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the 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 Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally 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 ninety (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 Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. 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 Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members 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's knowledge about a specific vendor 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 (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	<u>400</u>

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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. The protest must be received no later than ten (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 include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

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;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- 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 Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

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 determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



9/4/2019

Addendum No. 1

Solicitation Number: RFP 091719

Solicitation Name: Event Seating and Staging Solutions with Related Accessories and 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:

Please clarify "Put in one File" for attachments? Do you need all attachments for each subcategory in ONE PDF file or can we provide one PDF file for each subcategory that we would attach documents to?

Answer 1:

Each document upload section will accept a single file upload. If you need to upload more than one document for a single item, you should combine the document files into a single zipped file. Alternatively, combining multiple documents into a single PDF file is allowable.

Question 2:

How many applications do you accept for the Event Seating and Staging Solutions with Related Accessories and Services Category?

Answer 2:

Sourcewell is conducting an open solicitation for proposals for Event Seating and Staging Solutions with Related Accessories and Services. The number of proposals that may be submitted has not been limited by Sourcewell.

Question 3:

How many contracts do you award for the Event Seating and Staging Solutions category?

Answer 3:

Refer to RFP Section VI. A. – Evaluation. It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. The factors used by Sourcewell in the award determination are set forth in the RFP.

Question 4:

Under 20.F Self-Insured Retentions, of the contract terms and conditions, if our firm wants to propose a change to the retention amount limit, should this be noted as an exception under Specification "Exceptions to Terms, Conditions, or Specifications Form?

Answer 4:

Yes, any exception or proposed modification must be included in the table "Exceptions to Terms, Conditions or Specifications" on the Sourcewell Procurement Portal. Exceptions or proposed modifications are subject to the review and approval of Sourcewell and will not automatically be included in the contract in the event of an award.

End of Addendum

Acknowledgement of this Addendum to RFP 091719 distributed via email and posted to the Sourcewell Procurement Portal on 9/5/2019, is required at the time of proposal submittal.



9/10/2019

Addendum No. 2

Solicitation Number: RFP091719

Solicitation Name: Event Seating and Staging Solutions with Related Accessories and 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:

What will the effective date for a contract issued as a result of this RFP?

Answer 1:

The effective date of awarded contracts is dependent on the duration of the Sourcewell evaluation process, which varies. Typically, the evaluation process takes 45-60 days from the due date for the responses. Refer also to Section 1.A. of the Sourcewell contract template.

End of Addendum

Acknowledgement of this Addendum to RFP091719 distributed via email and posted to the Sourcewell Procurement Portal on 9/10/2019, is required at the time of proposal submittal.

**Solicitation Number: RFP#091719****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Hussey Seating Company**, 38 Dyer Street Ext., North Berwick, ME 03906 (Vendor).

Sourcewell 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. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 December 3, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members 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.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcwell Contract 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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 Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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, Vendor 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).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor'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).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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 Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/22/2019 | 8:21 PM CST

Hussey Seating Company

DocuSigned by:
By: Ron Bilodeau
D78FF8904F394C6...
Ron Bilodeau
Title: Marketing & Product Manager
Date: 11/26/2019 | 9:16 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/22/2019 | 8:28 PM CST

RFP091719 - Event Seating and Staging Solutions with Related Accessories and Services

Vendor Details

Company Name: Hussey Seating Company
38 Dyer Street
Address: North Berwick, ME 03906
Contact: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Phone: 207-676-2771 234
HST#: 061032772

Submission Details

Created On: Monday July 29, 2019 14:22:27
Submitted On: Tuesday September 17, 2019 14:19:26
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 13755b4e-dd9a-401d-9095-ad4069749592
Submitter's IP Address: 204.239.146.2

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Hussey Seating Company	*
2	Proposer Address:	38 Dyer Street Ext, North Berwick, ME 03906 USA	*
3	Proposer website address:	www.husseyseating.com & www.clarinseating.com	*
4	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):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m+1.207.651.0045	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m+1.207.651.0045	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Gary Merrill, CEO & President, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, gmerrill@husseyseating.com, t.+1.207.676.2271 x 231</p> <p>Sean O'Leary, V.P. Sales & Marketing, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, soleary@husseyseating.com, t.+1.207.676.2271 x 370</p> <p>Adam Pearson, Director of Sales, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, apearson@husseyseating.com, t.+1.207.676.2271 x 366</p> <p>Brian Deveaux, CFO, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, bdeveaux@husseyseating.com, t.+1.207.676.2271 x 299</p> <p>Lynn Spring, Controller, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, lspring@husseyseating.com, t.+1.207.676.2271 x 229</p> <p>Nick Hildings, Finance, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, nhildings@husseyseating.com, t.+1.207.676.2271 x 213</p>	*

Company Information and Financial Strength

Line Item	Question	Response *	
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7	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>A sixth-generation family-owned business</p> <p>Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing spectator seating solutions, primarily for education and sports venues. Hussey products are located in more than seventy-five countries and are available from more than 120 representative dealerships around the world, some of whom have been offering the company's products for more than 50 years. Hussey manufactures globally and employs approximately 300 people, most located at it's North Berwick, Maine headquarters. In 2018, company sales were over \$100 million.</p> <p>Culture, Vision, and Values</p> <p>Hussey Seating Company is in the sixth and seventh generation of family ownership. We're a company that was built on innovation – William Hussey founded the company when he introduced a key improvement to the horse-drawn plow as a solution to help his customers, the local farmers, overcome one of their biggest challenges – the rocky soil here in New England.</p> <p>That core concept – understanding our customer's unique challenges and opportunities and developing solutions to meet them – is the key to our success to this very day.</p> <p>Today, we make seats for all sorts of audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. At our headquarters in North Berwick, Maine, USA as well as at our satellite facilities around the world, we've invested in state-of-the-art manufacturing capabilities. We make gym bleachers, telescopic platforms, fixed auditorium and stadium chairs, and portable folding chairs the safest, most reliable seating products you can buy, products that deliver exceptional value to our customers through years of demanding use.</p> <p>What sets us apart is our years of experience working with customers like you, experience that's taught us that each venue and each customer has a unique set of challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind your product for the long haul. At Hussey Seating, we've been doing that for 184 years, and we always will.</p> <p>For years, our tagline has been "Your partner for seating solutions," and that sums up our approach well. We do our best work for you when we work collaboratively from design through installation, and then maintenance and service over the life of the product. A true partnership that realizes your vision, delivers value, and creates the best possible guest experience.</p> <p>At Hussey, the following core values guide our behavior:</p> <ol style="list-style-type: none"> 1. We are a family business in it for the long run 2. We operate with honesty and integrity 3. We care about the people we work with <p>Global Reach and Locations</p> <p>Hussey has products on every continent, yes even a science center on Antarctica features Hussey products and has been selling overseas for more than 47 years. For a complete listing of our dealer locations and the entire Hussey story, visit our Web site at www.husseyseating.com</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Hussey Seating will include the following product and services in the Sourcewell proposal.</p> <p>TELESCOPIC SEATING SOLUTIONS</p> <p>MAXAM™ TELESCOPIC GYM BLEACHER SEATING Maximize your floor space and your bleacher seating with Hussey Seating MAXAM telescopic bleachers. Equipped with Hussey Seating's innovative Flex-Row technology, MAXAM bleachers provide numerous lock-in bleacher seating layouts keep your indoor gymnasium accessible and in ADA compliance.</p> <p>MAXAM+™ TELESCOPIC Platform SEATING Designed and engineered to meet a wide variety of applications and venues, from school auditoriums to sports and entertainment arenas, MAXAM+ is ready to perform in the most demanding audience environments. With features like custom and variable rise, tapered sections, extruded aluminum decking, and our Metro™ folding platform chair, MAXAM+ won't disappoint.</p> <p>MXP™ TELESCOPIC PLATFORMS MXP™ Telescopic Platform delivers big-league performance when the pressure is on. Building on the heritage of our proven vertical frame construction, MXP Telescopic Platform seating delivers owners and operators maximum performance and reliability, ease of setup and operation, and the premium seating experience your customers demand.</p> <p>HUSSEY SEATWAY TELESCOPIC PLATFORM For "Black Box" auditoriums and theaters, combine the flexibility of retractable seating with the stylish aesthetics and comfortable seating of a Performing Arts space. Hussey Seatway retractable seating is completely customized for your performance space and tailored to your seating needs. Fixed Seating Solutions</p> <p>FIXED SEATING SOLUTIONS</p> <p>QUATTRO® COLLECTION You need fixed auditorium seating that stands out. Choosing Quattro seating for your theater, lecture hall, school auditorium or performing arts venue charts the way to the extraordinary audience experience. A modular series of fixed auditorium seating options designed for many different auditoriums, you can precisely tailor Quattro fixed seats to your private or municipal venue.</p> <p>Quattro Traditional™ Collection The Quattro Traditional Collection brings back the classic look you enjoyed in the past with all of the comforts and ergonomic support today's market demands. Plus, every Quattro fixed auditorium seat is backed by the Hussey Seating limited lifetime warranty—the best in the business.</p> <p>Quattro Art Series There are an indisputable richness and warmth to wood finished seating that has always attracted the performing arts and theater markets, but the real desire has always been for customization. So we set out to give you something more by crafting attractive furniture-quality designs that delve far beyond traditional solutions. The entire theater experience is emotive, artistic, and dramatic, and your audience deserves the enhanced sightlines and acoustics that can only be found with the Quattro Art Series by Hussey Seating.</p> <p>STADIUM SEATING and PERMA-CAP bleacher covers and PERMA-PLANK replacement planks When you need a sports arena and stadium seating that works hard and plays hard, you need Hussey Seating Company stadium seating solutions. Whether you're upgrading battered bleachers with Perma-Cap and Perma-Plank vinyl bleacher covers or adding Hussey Seating stadium chairs to your world-class arena - you're getting the most reliable, durable and comfortable sports seats in the game, and we offer the best warranty in the industry.</p> <p>PORTABLE SEATING SOLUTIONS The Freedom to set up your facility in multiple configurations The Clarin by Hussey Seating brand specializes in portable folding chairs that are durable, stylish, and comfortable. Whether you're creating VIP seating or modifying your facility for the next event, a Clarin by Hussey Seating folding chair or a MAXAM1 or MAXAM1XD portable bleacher. Your spectators get the best in portable seating comfort, while you benefit from a quality folding chair or portable bleacher that can handle your facility's heavy traffic.</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS Standing Behind Our Seats: Repair, Parts, Inspections & Safety Services from Hussey Seating You chose Hussey Seating Company, the global leader in spectator seating solutions, for your facility. Now choose HusseyAdvantage and our Hussey Regional Service Centers for your telescopic platform and bleacher repair, telescopic and fixed seating parts, bleacher and telescopic platform inspections and bleacher safety services. Why? We have set the standard in our industry and exceeded our customer's expectations since 1835. At Hussey Seating, we know how to make things well — and how to make things last.</p>
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9	What are your company's expectations in the event of an award?	<p>Hussey's corporate expectations of an awarded contract</p> <ol style="list-style-type: none"> 1. Sales expectations are to achieve a minimum of 10% of annual corporate revenue via the Sourcewell awarded contract. 2. All local dealer partnerships will promote and leverage the Sourcewell Procurement Contract as a purchasing vehicle of choice. 3. All direct Hussey Seating Company sales representatives will promote and leverage the Sourcewell Procurement Contract as a primary purchasing vehicle of choice. 	*
10	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.	Hussey Seating Company has been in business for 184 years as a sixth-generation privately held family-owned and operated business and would like to leverage our past relationship and payment capabilities to NJPA / Sourcewell over the past ten years, as well we have uploaded a letter of credit for your review and use.	*
11	What is your US market share for the solutions that you are proposing?	<p>Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line.</p> <p>TELESCOPIC SEATING SOLUTIONS</p> <p>MAXAM 45%</p> <p>MAXAM+ 45%</p> <p>MXP 33%</p> <p>Hussey Seatway 33%</p> <p>FIXED SEATING SOLUTIONS</p> <p>QUATTRO® COLLECTION 33%</p> <p>QUATTRO® TRADITIONAL COLLECTION 33%</p> <p>STADIUM & ARENA SEATING 33%</p> <p>PERMA-CAP & PERMA-PLANK SEATING 45%</p> <p>PORTABLE SEATING SOLUTIONS</p> <p>Portable Clarin Chairs 50%</p> <p>MAXAM 1 33%</p> <p>MAXAM1XD 33%</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 50%</p>	*
12	What is your Canadian market share, if any?	<p>TELESCOPIC SEATING SOLUTIONS</p> <p>MAXAM 50%</p> <p>MAXAM+ 50%</p> <p>MXP 33%</p> <p>Hussey Seatway 40%</p> <p>FIXED SEATING SOLUTIONS</p> <p>QUATTRO® COLLECTION 33%</p> <p>QUATTRO® TRADITIONAL COLLECTION 33%</p> <p>STADIUM & ARENA SEATING 70%</p> <p>PERMA-CAP & PERMA-PLANK SEATING 45%</p> <p>PORTABLE SEATING SOLUTIONS</p> <p>Portable Clarin Chairs 70%</p> <p>MAXAM 1 33%</p> <p>MAXAM1XD 33%</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%</p>	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hussey Seating Company has never petitioned for bankruptcy protection.	*

14	<p>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.</p> <p>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?</p> <p>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?</p>	<p>Hussey Seating Company is a manufacturer and service provider of creative seating solution for the life of the products.</p> <p>Hussey Seating Company operates with multiple sales channels depending on the market, product lines, and services offered in the North American marketplace.</p> <p>Hussey Seating Direct Sales Team Hussey Seating Employees Our direct sales team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product.</p> <p>Hussey Seating Exclusive Dealer Network Independent Businesses We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace.</p> <p>Our exclusive dealer network plays an important role with our customer base by being part of their local community, in each of their respective timezones, providing a realtime resource every day for the life cycle management of their projects and products. They are our local experts!</p> <p>Hussey Seating Open Line Representatives Independent Businesses We also have independent open line dealer network for our Clarin Portable Chair Line with some exceptions. Our open line sales channel plays a key role in the College and University market segment, yet in some key states, we maintain Clain chair sales with our exclusive dealers.</p> <p>Out Open Line Dealers are managed by our Portable Sales Team at Hussey Seating.</p> <p>Hussey Seating Regional Service Centers Direct & Independent Businesses Hussey Seating Reginal Service Center are both direct [New England States] & [IAVM Members identified above] and Exclusive Regional Service Centers.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieved by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in the marketplace.</p> <p>All of our sales channels can currently provide Sourcewell Members direct access to our awarded contract and would continue to do the same on any future awarded contracts.</p> <p>Our dealer network contact details https://www.husseyseating.com/find-a-dealer/</p>	
15	<p>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.</p>	<p>Hussey Seating Company is a registered Corporation in the State of Maine located at 38 Dyer Street Ext, North Berwick Maine 03906 USA.</p> <p>Hussey Seating Company also maintains it 's Federal ID.: 06-1032772 and Maine' s Sales Tax Exemption #199862.</p> <p>Hussey Seating current collects and files sales taxes in the following states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota , Mississippi, Nebraska, Nevada, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, and Washington.</p> <p>As well Hussey Seating Company also maintains contractors licenses for direct sales project use as required by local bid laws/requirements in the following states: Arkansas, California, Mississippi, Nevada, South Dakota, and Tennessee.</p> <p>There are no other specific licenses and or certificates required to be held to operate as a business in the State of Maine.</p>	
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>	

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Telescopic Seating Subcategory</p> <p>Access Ways Vomitory</p> <p>Access Ways Elephant Doors Truck Entrances</p> <p>Access Ways Transitions Steps / Stairways</p> <p>Access Ways Player Tunnels</p> <p>ADA Fixed Platforms</p> <p>ADA Portable Platforms</p> <p>Media TV Platforms</p> <p>Media Broadcast Stations Work Centers</p>
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>1. Hussey Seating Selected as a 2019 Best Places to Work in Maine</p> <p>North Berwick, Maine – Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a project of the Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group.</p> <p>"We are excited to earn the designation but find the real value in this survey is to understand our employees needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating.</p> <p>President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year but I for one am glad that the rest of the state can see what I see every day; that Hussey Seating IS one of the best places to work in Maine."</p> <p>This statewide survey and awards program was designed to identify, recognize and honor the best places of employment in Maine, to benefit the state's economy, its workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).</p> <p>2. Changing Business & Communities for the Better</p> <p>The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine's most esteemed business and community leaders. Tim Hussey's commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 180-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive, while supporting numerous organizations and causes in his community. He lived his vision of leadership every day.</p> <p>Honoring Tim Hussey's Legacy</p> <p>Tim died prematurely in June 2016 after battling a rare form of cancer. It was his desire that the next generation of business and community leaders have the opportunity to consider the importance – indeed the imperative – of doing well and doing good.</p> <p>He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a way that is values-driven and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute.</p> <p>The How & Why of Values-Driven Business</p> <p>Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM's Portland campus for a day-long conversation on how to build and maintain a values-driven business. The Institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders.</p> <p>The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good.</p> <p>https://usm.maine.edu/foundation/husseyinstitute</p> <p>3. Hussey Seating Company Named Manufacturing Association of Maine's 2017 Manufacturer of the Year</p> <p>The Annual Summit was held in Lewiston on June 6, 2017</p> <p>North Berwick, ME - The Manufacturers Association of Maine named Hussey Seating Company the 2017 Manufacturer of the Year at the Manufacturer's Summit held June 6, 2017, at the Gendron Franco Center in Lewiston, ME. This year's Manufacturer of the Year award goes to a Maine organization who has made significant investments in people, capital, and community while focusing on custom solutions and creative approaches including robotics and automation.</p> <p>4. Kittredge Award</p>

		<p>The Elise Kittredge Award is an annual award given in recognition of a person, or persons, who through the exceptional contribution of time, talent and/or financial resources to United Way of York County has helped our organization improve the quality of life for the people of York County in a vital and enduring way. The Hussey Family 2016 Recipient of the Elise Kittredge Award https://www.buildcommunity.org/kittredge-award</p> <p>5. Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross BOD Gary Merrill – Chair http://www.redcross.org/me/abo-ut-us/leadership</p> <p>United Way of York County BOD Jon Hussey - Chair http://www.buildcommunity.org/board-directors United Way Silver Award 2018 https://www.journaltribune.com/articles/front-page/community-members-celebrate-during-united-way-campaign-finale/</p> <p>6. Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium</p> <p>7. America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 500 www.husseyseating.com</p> <p>The family arrived in New England from Ireland 1632; moved to Maine in 1770s. Company founded as plow manufacturer by William Hussey 183. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth generation ownership, privately held. http://www.cojoweb.com/ref-companies-Am-oldest.html</p>	
19	What percentage of your sales are to the governmental sector in the past three years	10%	*
20	What percentage of your sales are to the education sector in the past three years	FY 2017 65% FY 2018 55% FY 2019 69%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ALABAMA FY 2017 \$998,000 FY 2018 \$1,487,000 FY 2019 \$853,000 ARKANSAS FY 2017 \$0.00 FY 2018 \$0.00 FY 2019 \$65,000 MISSISSIPPI FY 2017 \$0.00 FY 2018 \$0.00 FY 2019 \$47,000 AEPA FY2019 \$0.00	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not Applicable	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Denny Sanford Premier Center - Sioux Falls, SD Owner: City of Sioux Falls	Contact: Jeff Gortmaker - Dir. Operations jeff.gortmaker@premier-center.com	605.367.7288	*
McKale Memorial Center - Tucson, AZ Owner: University of Arizona	Contact: Mike Hairgrove - Facilities Director / hairgrov@arizona.edu	520-235-9606	*
Enterprise Center - St. Louis, MO Owner: City of St. Louis	Contact: Scott Rahn - Project Manager / rahns@claycorp.com	314-452-4217	*

Top Five Government or Education Customers

Line Item 24. 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 *	
Platforms Kansas City Convention Center, Kansas City, Mo	Government	Missouri - MO	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,109,776	\$1,109,776	*
High Point University, High Point, NC	Education	North Carolina - NC	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$2,623,951	\$2,623,951	*
University of Vermont - Arena, Burlington, VT	Education	Vermont - VT	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,789,353	\$1,789,353	*
Broward College Omni Auditorium, Coconut Creek, FL	Education	Florida - FL	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$668,470	\$668,470	*
Huntington North High School, Huntington, IN	Education	Indiana - IN	MAXAM26 11.625R 24RS 17T PFRF WO OD-10 REVERSE FOLD 7 Sections	\$576,032	\$576,032	*

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if 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 *	
25	Sales force.	<p>Hussey Seating Company is organized to manage our Sourcwell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from Hussey Seating Company, we will leverage one of our direct sales teams.</p> <p>Our Major Project Direct Sales Team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product. Working collaboratively, we listen to the customers' desires, educate them on potential solutions, and work closely to execute their vision for their facility.</p> <p>We also maintain a complete Dealer Support Team with Dealer Sales Managers for management of our Exclusive Dealer Network and smaller direct sales opportunities.</p> <p>The majority of our sales teams is based out of our corporate office in North Berwick, Maine, yet we maintain a few satellite locations: Minneapolis, MN, Denver, CO, Kansas City, KS, Traverse City, MI, and Toronto, Canada to provide the best coverage for our North American & US Territories customers.</p>	*

26	Dealer network or other distribution methods.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process.</p> <p>Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after the purchase of a product or service. Our dealers are committed to making sure every one of their/our customer's facilities is always event-ready when required, that is where local support and service plays a role in meeting and exceeding customers expectations.</p> <p>The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our exclusive dealers are independent family-owned and operated businesses, which some have been partners with Hussey for over 50 years.</p> <p>Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams[20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each and every project, for the life of the seating systems.</p> <p>See our complete dealer network at the following https://www.husseyseating.com/find-a-dealer/</p> <p>We also complement our Exclusive dealer network with an Open Line Dealers for our Clarin Portable Folding chairs, Perma-Cap, and Perma-Plank Bleacher seats.</p>	*
27	Service force.	<p>Hussey Seating Reginal Service Center are both direct [New England States [6 Full-Time Employees] & [IAVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieve success by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify the customer's ability to service and maintain their products and get the most out of their investments.</p>	*
28	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>Hussey's customer service team is integrated into our Dealer Sales Support Team to provide our customers [Dealers and End Customers] quick, direct access to help resolve any quality-related concerns for the life of the product.</p> <p>Our Dealer Support Teams are associated with specific regions to best support our customer base.</p> <p>Our corporate goals are to ship complete and on time at a rate of 98 %. Any quality-related concerns are directed back to the appropriate sales channel leveraged for the Sourcewell purchase.</p> <p>Our goals are to make sure any customer service call has a CCA [Cause and Corrective Action] documented and placed into action to solve or address any quality concerns.</p> <p>Our corporate goal is to make sure that each facility is event-ready for any contractual events or scheduled programs with direct support from Hussey Seating, our Exclusive Dealer Network, and our Regional Service Centers.</p> <p>Corrective action implementation can vary in time depending on the resolution, yet communication of the direction and plan of action should happen within three business days.</p>	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Hussey Seating Company will continue to fully service all geographic areas of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.	*
30	Identify any Sourcewell Member 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?	Hussey Seating Company will continue to fully service all member sectors (i.e., government, education, not-for-profit) of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.	*

31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Any projects located in Hawaii, Alaska and in US Territories will be required to have a project-specific freight quote provided to cover the additional freight expenses or the Sourcewell Member may decide to purchase the product FOB Shipping Point.	*
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Marketing Plan

Line Item	Question	Response *	
32	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.	<p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by husseyseating products and services.</p> <p>We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales.</p> <p>Current Strategy</p> <p>Marketing Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/contract-sales ~ Sourcewell Awarded Contract Positioning on https://www.clarinseating.com/contract-sales ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Annual Dealer Meetings West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand ~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities ~ Positioning via our internal vnews and enews monthly new letter Dealer and Internal Employees ~ Positioning of Leasing Capabilities <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project. ~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Hussey Seating Company and Clarin by husseyseating, we engage social media and digital technology in our ongoing marketing campaigns and communications. We have a focused corporate effort on Facebook, LinkedIn, Twitter, Youtube, and Pinterest and are always looking to expand our reach and effectiveness.</p> <p>Currently, we are working to leverage our global dealer network's social reach and connectivity to increase our messaging across a broader, yet targeted market audience.</p> <p>We also leverage social media to share industry news, trends, thought leadership and promote positive messaging and community involvement/leadership.</p>	*

34	<p>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?</p>	<p>I see Sourcewell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differenced with state contracts and Advantages with Sourcewell.</p> <p>I want to continue and see Sourcewell leverage industry relationships with partners like AASA, and other procurement cooperatives as a potential new vehicle for additional customer reach. Sourcewell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices."</p> <p>Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors.</p> <p>I think there is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc.</p> <p>I also think there would be great value with more Sourcewell Case Studies, from an Agency Member viewpoint, as well a from vendors viewpoints.</p> <p>We will continue to integrate an awarded Sourcewell contract into our sales process by enhancing the following in the sales process:</p> <p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by hussyseating products and services.</p> <p>We have been focused on the following to build upon our current contract successes and plan on implementing enhancements to help grow additional contract sales.</p> <p>Current Strategy Marketing of Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/contract-sales ~ Sourcewell Awarded Contract Positioning on https://www.clarinseating.com/contract-sales ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Annual Dealer Meetings West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand ~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities ~ Positioning of Leasing Capabilities <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via the branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project. ~ Provide budget pricing process for the dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl
35	<p>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.</p>	<p>Currently, our products are not available through an e-procurement ordering process.</p>

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs.</p> <p>Upon completion of the scoped work, we will conduct onsite training for the facility staff, the facility owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during set and strike of seating solutions. As well, this training also identifies adequate inspection and maintenance protocol base on current building code requirements.</p> <p>This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education.</p> <p>The lead installer or project manager will complete this training at the turnover meeting and or scheduled training event.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Our telescopic seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. Low Voltage Power – This system eliminates the potential of a line voltage electrical shock to the operator of the system when operating with damaged pendant control. The system is designed on 24 volts. 2. Wireless Controller – Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller for operation. Making the system safe and convenient for ease of operation. 3. Flex-Row Locking Systems – Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate and allow the seating configuration to lock in the open and or closed position. The feature allows for quick set an strike of the seating system 4. Sure-Step – This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also if the facility has ample floor space the front steps can remain in the down or use position while the seating system is operated reducing set-p and strike labor. 5. Auto-Rotating Aisle Rails – This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use helping with spectator safety and reducing the chance of trip and fall incidents.
38	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.	Hussey Seating Company is the only North American seating supplier who offers telescopic and fixed seating products which comply with FSC Forest Stewardship Certification. https://info.fsc.org/details.php?id=a0240000007RRp0AAG&type=certificate
39	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.	We currently do not have any third party issued ratings and or certificates.

40	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>Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation company in our partnerships in compliance.</p> <p>Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623</p> <p>Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7859</p> <p>Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Dealership Nickerson Corporation Inc State NY Status WBE (Women's Business Enterprise) Certified 55916</p> <p>Dealership Nickerson New Jersey Inc State NJ Status SBE (Small Business Enterprise) Certified A0070-16</p> <p>Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 11.09.2017 – 11.09.2019</p> <p>Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Hussey's unique attributes are based upon our long, proud 184-year history of the company. We are in business for the long haul [which means we are looking to transfer the company to the 7th generation] and have to treat our customers as they deserved. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options and exceeding their expectations with the product features, project management, installation professionalism, product aesthetics, performance, and value.</p> <p>Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewell Members a sound piece of mind which simplifies the purchasing process.</p>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>As identified earlier we have a complete Canadian Exclusive Distribution Channel of partners who represent our product and services across the Canadian provinces and are willing to sell to any Sourcewell Member Agencies in Canada.</p> <p>Currently, we supply our Canadians dealers with https://www.sourcewell-mn.gov/compliance-legal/Canada & Group Buying Reference Guide - Canada (PDF)</p> <p>They are all excited and currently trying to position the current Sourcewell Contract on potential sales opportunities.</p>

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 *	
43	Do your warranties cover all products, parts, and labor?	<p>Yes, we have standard product warranties which typically exceed the industry standards as well as offer one-year product warranties to meet any project specifications by other suppliers.</p> <p>Product warranties can be located at this location as well as on the product file upload with this proposal https://www.husseyseating.com/warranties</p>	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, here are the standard exclusion to the warranty</p> <p>EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to: ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion.</p> <p>~ Casualty loss or other Acts of God. ~ Product altered or modified by the user. ~ User attached accessories. ~ Consumable Products; light bulbs, lamps, ballasts, etc.. ~ Products not installed by Hussey Seating Approved Installers. ~ Applied Graphic Solutions. ~ Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections. ~ Non standard material and color finishes whether purchased by the customer or Hussey Seating Company. ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects. ~ Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.</p>	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.	*
47	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?	<p>Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal.</p> <p>Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 184 years and many to come.</p>	*
48	What are your proposed exchange and return programs and policies?	<p>Typically once the product is installed, and the turn over meeting has occurred, we do not see product returns.</p> <p>As indicated in a previous answer, we are in business to create customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values.</p> <p>We have never had a product returned in my 33 years with the company.</p>	*
49	Describe any service contract options for the items included in your proposal.	<p>All of our products require an inspection, service, and maintenance programs which can be offered and purchased at the time of order or a later date.</p> <p>The telescopic products require bi-annual service to comply with local building codes, so we strongly encourage a service plan or at the minimum an understanding of the proper requirements to maintain a safe seating system for patrons, players, and operators for the life of the product.</p>	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, when requested we were providing leasing options from https://nationalcooperativeleasing.com/cooperative-purchasing/</p> <p>We have not secured an order to date via this finance option yet continue to try this position when the customer requests this option.</p> <p>Currently, we are upgrading our contract page on our websites to include leasing as an option and are working with our sales team to re-educate them and provide an incorporated leasing quote tool to simplify the process.</p> <p>This process is a direction we have tried in the past, yet we have had some leadership position changes, and I believe the environment is right t make this formerly happen.</p> <p>After discussions with NCL and their leadership team, I believe the more we show our potential customers this purchasing vehicle he more opportunities will surface and our success rate will increase.</p>	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> 1. The customer provides Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number 2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number. 3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team 4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time or order entry 5. Finance completes Quarterly reporting vis reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calander Year Based on Shipment Tranactions] 6. Contract Administration submits the report to Sourcewell w/ Administration Fee 	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we accept the P-card procurement and payment process. There is no additional cost for this process.	*

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 *	
54	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>Hussey Seating Company is proposing to leverage our existing line item pricing matrix for consideration and inclusion in our Sourcewell proposal.</p> <ol style="list-style-type: none"> 1. Product Ordering Instruction Tab Identifies Pricing Inclusion 2. The product line item will show a list price and unit of measure 3. Each product line will have a Sourcewell product line discount 4. Pricelist will show volume discounts based on order size 	*
55	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.	<p>The following product lines will carry a specific MSRP discount to achieve a net price as indicated on the Product Ordering Instruction Page.</p> <p>Hussey Telescopic Seating 40% Discount of List Hussey Fixed Seating 40% Discount of List Hussey PERMA-CAP and PERMA-PLANK Seating 5% Discount of List Clarín Portable Chair by husseyseating 43% Discount of List</p> <p>Each line will also carry an additional volume discount.</p>	*

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume pricing discounts for Telescopic Seating is divided into the following quantity ranges</p> <p>0 - 400 Seats 400 - 800 Seats 800 - 1200 Seats 1200 - 1600 Seats 1600 - 2000 Seats 2000 - 2400 Seats 2400 - 3000+ Seats</p> <p>Volume pricing discounts for Fixed Seating is divided into the following quantity ranges</p> <p>25 - 149 Seats 150 - 249 Seats 250 - 749 Seats 750+ Seats</p> <p>Volume pricing discounts for Clarin Portable Chair Seating is divided into the following quantity ranges</p> <p>1 - 12 Chairs Add 30% to list price 13 - 23 Chairs Add 15% to list price 24 Chairs Reference Price List</p>	*
57	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>Hussey Seating would like to propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options".</p> <p>In our markets, these solutions tend to be custom engineered and manufactured due to layout complexities, customer desires, or customization requirements based on building conditions and code requirements. We recommend we quote these at cost plus for discussion with the customer on creating "The Best Value Solution."</p>	*
58	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.	We do not have any element of the total cost of acquisition that is NOT included in the pricing submitted with our response.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Our Clarin portable chair seating is offered at a discounted product price off list. Freight is handled on a per-project basis and can be defined as FOB North Berwick or FOB Destination.</p> <p>Freight quotes can be completed by the Clarin product team and or directly by the customer.</p> <p>If Hussey completes the freight quote it will be cost plus.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We recommend for freight, shipping, and delivery terms available for Alaska, Hawaii, or any offshore deliveries we quote these at cost plus for discussion with the customer on creating "The Best Value Solution and timing." If not a preferred approach by the customer also has the ability to purchase the product FOB, North Berwick, if desired.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	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 Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> 1. The customer provides Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number 2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number. 3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team 4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time of order entry 5. Finance completes Quarterly reporting via reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calendar Year Based on Shipment Transactions] 6. Contract Administration submits the report to Sourcewell w/ Administration Fee
64	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.)	<p>We want to propose the following administrative fee to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.</p> <p>2% Administration Fee Quarterly Total Revenue Transactions \$0.00 - \$1,00,000</p> <p>1.5% Administration Fee Quarterly Total Revenue Transactions \$1,00,001 - \$5,00,000</p> <p>1% Administration Fee Quarterly Total Revenue Transactions \$5,00,001+</p>

Industry Specific Questions

Line Item	Question	Response *
65	Describe any quality management and environmental system certifications attained by your organization.	<p>Hussey Seating Company is certified and leverages EN 1090 quality compliance management system.</p> <p>Certificate Number: 0086-CPR-60038</p> <p>Copy of Certificate provided via document upload</p>
66	Describe your engineering/manufacturing capabilities, both in-house and out-sourced.	<p>At Hussey Seating Company, we have a direct team of engineers located at our North Berwick corporate headquarters which focus on New Product Development, Product Packaging, Product Engineering, Application / Project Layout Engineering, and Manufacturing/Process Engineering.</p> <p>We also have engineering outsource capabilities in the UK at our sister company HusseySeatway and our Vietnam office that we can leverage as required.</p> <p>In the US and Vietnam, we employ a total number of 26 registered engineers.</p> <p>As required, we also leverage local outside engineering firms to complete and validate independent product testing for our marketing efforts</p>

67	Describe your project design approach and related applications of technology.	<p>Our project design approach starts with our experienced dealer or direct sales staff while working collaboratively with our customers [Owners, Architects, Designers, and Contractors].</p> <p>Designs start with a field check and or architectural drawing, and an understand of the project design intent and vision for the project.</p> <ol style="list-style-type: none"> 1. We start with an AutoCad proposal drawing to show the customer the potential basis of design. 2. If this design concept is selected, we can then leverage our 3D Revit files to help the customer better visualize what the facility will look like when complete. [Example File Upload data] <p>This process eliminates any confusion and allows for a common understanding of products design, and product aesthetics.</p> <ol style="list-style-type: none"> 3. Once approved for production, the engineer files are complete and sent to the shop to drive the manufacturing systems. 4. Installation drawings are provided in digital a hardcopy format for product assembly and owner reference. <p>We also incorporate virtual graphics to show graphic packages and concepts for approval prior to production.</p>
68	Describe your compliance with building codes including ADA compliance, etc.	<p>All of our products and project layouts are designed to comply with all required building codes and ADA Federal mandates. Hussey Seating will not provide or install a layout drawing showing a facility out of code compliance. We believe we must educate our customers about what is required and make sure we are doing the right thing for safety and not cutting corners for a cost-saving solution.</p> <p>We work collaboratively with building code officials to make sure we all have the same understanding and interpretation of the required codes.</p>
69	Describe your post-purchase involvement in projects that will help drive value to Sourcewell members.	<p>Our post-purchase involvement in projects that will help drive value to Sourcewell members is our local Exclusive Dealer Network. Our dealers live in their customer's, your members local communities and provide support for the life of the products.</p> <p>No matter what time zone they may be located in they have a Hussey Seating contact ready and able to assist for new projects, project enhancements, renovations, service, and repair anytime.</p> <p>Not all manufacturers can make this statement.</p>
70	Describe any sponsorship, promotional, or revenue generating attributes of the equipment or products included in the proposal, and identify any support or training available to members related to implementation of those solutions.	<p>Our Total Graphics Package [See Attached PDF] provides revenue generation opportunities on telescopic products and fixed seating solutions can incorporate custom graphic logos and integrated donor plates.</p> <p>Each of these graphic solutions can provide opportunities for facilities to leverage sponsorship or commercialism for revenue generation.</p> <p>We provide design consultation on a per-project basis to understand the desired approach and expectation of the revenue generation programs in consideration and how it may affect the local marketplace and specific vertical market segment.</p> <p>Each market has different requirements, visibility expectations, length of contracts, ease of interchangeability, life cycle management.</p> <p>We leverage our experience and knowledge that we gain from all our global customer's and start by listening then discussing and providing concepts for the customer's specific needs and desires.</p>
71	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.	<p>If awarded another Sourcewell contract, Hussey Seating would continue to monitor the following and integrate new enhanced measurements.</p> <p>Existing Contract Measurements</p> <ul style="list-style-type: none"> ~Sourcewell Booked Orders by FY Month ~Sourcewell Delivered Orders by FY Month ~Sourcewell Booked Orders by FYTD ~Sourcewell Delivered Orders by FYTD <p>FY Compared to FY 5 Year Trend Data</p> <p>New Enhanced Measurements</p> <ul style="list-style-type: none"> ~Same reports as shown above and new reports below plus the integration of active Sourcewell Quote Data ~Sourcewell Booked Orders by FY Month Dealer & Direct ~Sourcewell Delivered Orders by FY Month Dealer & Direct ~Sourcewell Booked Orders by FYTD Dealer & Direct ~Sourcewell Delivered Orders by FYTD Dealer & Direct

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your 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."
- [Financial Strength and Stability](#) - 01 Exhibit A - Letter of Credit - Hussey Seating Company.PDF - Tuesday September 17, 2019 12:45:08
 - [Marketing Plan/Samples](#) - Example Marketing Positioning of Sourcewell and Engineering Resources.pdf - Tuesday September 17, 2019 13:58:59
 - [WMBE/MBE/SBE or Related Certificates](#) - wmbe mbe sbe certificates.pdf - Tuesday September 17, 2019 12:49:51
 - [Warranty Information](#) - Warranty Documents.pdf - Tuesday September 17, 2019 12:56:08
 - [Pricing](#) - CONTRACT Hussey+Seating and Clarin by husseyseating Price List EFFECTIVE JAN 2020.xls - Tuesday September 17, 2019 12:44:53
 - [Additional Document](#) - HSC Customer Reference EN1090 Certificate FSC Certification.pdf - Tuesday September 17, 2019 14:13:13

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver 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.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ 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. - Ron Bilodeau, Marketin & Product Manager

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
Event Seating_Addendum_2 Tue September 10 2019 08:19 AM	<input checked="" type="checkbox"/>	--
Event Seating_Addendum 1 Thu September 5 2019 09:00 AM	<input checked="" type="checkbox"/>	--