AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk’s office during normal business hours. Such documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the City Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 05, 2012 – 5:00 P.M.

Next Resolution #4778
Next Ordinance #1470

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL
PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -3- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
2. Garton vs. City of El Segundo, et al, LASC Case No. YC066586

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- matter.

1. Oulashian – re 910 Eucalyptus Avenue

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): -0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) – 0 - matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): -0-matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54956.8): -0-matters
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, JUNE 05, 2012 - 7:00 P.M.

Next Resolution #4778
Next Ordinance #1470

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION –

PLEDGE OF ALLEGIANCE – Council Member, Bill Fisher
PRESENTATIONS

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

1. Consideration and possible action to open a public hearing and receive public testimony concerning adopting a resolution supporting the proposed issuance of Tax Exempt Revenue Obligations by the California Municipal Finance Authority (CMFA) in an amount not to exceed $12,500,000.00 to finance and refinance the cost of acquiring, improving, renovating, remodeling, furnishing and equipping Borrower’s educational facilities located at 737 Hawaii Street, El Segundo, California 90245.

   (Fiscal Impact: None)

   Recommendation – 1) Open the Public Hearing; 2) Take Public Testimony; 3) Adopt resolution approving the CMFA’s issuance of financing for the Vistamar School project(s); 4) Alternatively discuss and take other action related to this item.

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Warrant Numbers 2587491-2587850 on Register No. 16 in the total amount of $1,326,895.58 and Wire Transfers from 4/27/12 through 5/24/12 in the total amount of $3,399,088.11.

Recommendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

3. Regular City Council and Special City Council Meeting Minutes of May 15, 2012.

Recommendation – Approval.

4. Consideration and possible action regarding authorization for the Police Department to purchase nine patrol vehicles due for upcoming replacement. These vehicles are identified in the Equipment Replacement Fund and are scheduled to be replaced in September 2012. (Fiscal Impact: $276,075.00)

Recommendation – 1) Authorize the Police Department to replace nine patrol vehicles which will be due for replacement in September 2012; 2) Pursuant to El Segundo Municipal Code § 1-7-10, waive the bidding process and authorize the City Manager, or designee, to execute an agreement in a form approved by the City Attorney with Bob Wondries Ford; Wondries Fleet Group in accordance with an existing Los Angeles County Sheriff's Department contract; 3) Alternatively discuss and take other action related to this item.

5. Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Interim Administrative Specialist in the Fire Department. (Fiscal Impact: $2,100.00)

Recommendation – 1) Approve the thirty (30) day provisional appointment extension for the position of Interim Administrative Specialist; 2) Alternatively discuss and take other action related to this item.
6. Consideration and possible action to authorize the City Manager to execute a License Agreement in a form approved by the City Attorney with Paul Rodriguez (P-Rod) Skate Experience to operate a skateboarding camp at the El Segundo Skate Park located at 405 East Grand Avenue.

(Fiscal Impact: Estimated revenue of $2,000.00 in Reservation Fees)

Recommendation – 1) Authorize the City Manager to execute an agreement with The Paul Rodriguez (P-Rod) Skate experience in a form approved by the City Attorney; 2) Alternatively discuss and take other action related to this item.

7. Consideration and possible action regarding the non-competitive purchase of an infraMAP facilities management/tracking software system, data conversion services, training and associated hardware for field operations in the Water, Wastewater and Streets Division of Public Works.

(Fiscal Impact: $62,000.00)

Recommendation – 1) Waive bidding requirements pursuant to ESMC §1-1-10 and authorize the City Manager to execute an agreement in a form approved by the City Attorney with E.H. Wachs Water Utility Products for purchasing the infraMAP facilities management/tracking software system, data conversion, training and associated hardware; 2) Alternatively discuss and take other action related to this item.

8. Consideration and possible action regarding approval of a revised Class Specification for the position of Building Safety Manager.

(Fiscal Impact: None)

Recommendation – 1) Approve the proposed Class Specification of Building Safety Manager; 2) Alternatively discuss and take other action related to this item.

9. Consideration and possible action to approve Final Tract Map No. 64578, a residential lot located at 620 W. Imperial Ave.

(Fiscal Impact: None)

Recommendation – 1) Approve and accept the Final Tract Map No. 64578; 2) Authorize the appropriate City Official to sign and record said Map; 3) Alternatively discuss and take other action related to this item.
10. Consideration and possible action regarding a request for an Administrative Use Permit to allow the on-site sale and consumption of beer and wine (Type 41 State of California Alcoholic Beverage Control License) at an existing restaurant (Playa Blanca) located at 413 Main Street. Applicant: Susana Mangiante (Fiscal Impact: None)

Recommendation – 1) Receive and file this report without objecting to the approval to allow the on-site sale and consumption of beer and wine at an existing restaurant; 2) Alternatively discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

11. Consideration and possible action regarding Council Consensus to cancel the July 3, 2012 City Council Meeting. (Fiscal Impact: None)

Recommendation – 1) Approve cancellation of the July 3, 2012 City Council Meeting; 2) Alternatively discuss and take other action related to this item.

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer –

Council Member Atkinson –

Council Member Fisher –
Mayor Pro Tem Fuentes –

Mayor Jacobson –

12. Consideration and possible action to appoint Council Member Dave Atkinson as the delegate and Mayor Carl Jacobson as the alternate to serve on the Investment Advisory Committee.  
(Fiscal Impact: None)

Recommendation – 1) Appoint a delegate and an alternate to serve on the Investment Advisory Committee; 2) Alternatively discuss and take other action related to this item.

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MEMORIALS –

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 5.30.12

TIME: 6:20 pm

NAME: [Signature]

[Signature]
AGENDA DESCRIPTION:

Consideration and possible action to open a public hearing and receive public testimony concerning adopting a resolution supporting the proposed issuance of Tax Exempt Revenue Obligations by the California Municipal Finance Authority (CMFA) in an amount not to exceed $12,500,000.00 to finance and refinance the cost of acquiring, improving, renovating, remodeling, furnishing and equipping Borrower’s educational facilities located at 737 Hawaii Street, El Segundo, California 90245.

(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Open the public hearing;
2. Take public testimony;
3. Adopt resolution approving the CMFA's issuance of financing for the Vistamar School project(s);
4. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Resolution approving the CMFA's issuance of Tax Exempt Revenue Obligations

FISCAL IMPACT: None

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ORIGINATED BY: Elizabeth M. Calciano, Deputy City Attorney

REVIEWED BY: Elizabeth M. Calciano, Deputy City Attorney

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The City of El Segundo is being asked to adopt a resolution approving of the issuance of tax-exempt revenue obligations ("Obligations") by the California Municipal Finance Authority (the "Authority") to refinance the cost of acquiring, improving, renovating, remodeling, furnishing and equipping educational facilities for the benefit of the Vistamar School, a nonprofit corporation (the "Borrower"). Such approval is required for compliance with the federal tax laws under the Tax and Equity Fiscal Responsibility Act of 1982 ("TEFRA"), as well as Section 4 of the Authority’s Joint Powers Agreement (the “Agreement”). This approval will not constitute any other approval of the local agency. Therefore, in order for any financing for a private entity
to be completed on a tax-exempt basis, the TEFRA hearing process must be completed by the legislative body of a local agency in which the proposed project will be located.

Vistamar represented to the City that no new acquisition of land nor new development is planned with the funds obtained from these Obligations because this action is taken only to refinance existing debt already incurred. The Obligations would be tax-exempt private activity bonds for the purposes of the Internal Revenue Code and, as such, require the approval of the elected body of the governmental entity having jurisdiction over the area where the project to be financed is located. The City will not be under any obligation to repay the Obligation indebtedness.

In order for the Authority to issue such Obligations, the City must (1) conduct a public hearing allowing members of the public to comment on the proposed Project, and (2) approve the Authority’s issuance of Obligations on behalf of the proposed financing. Although the Authority (not the City) will be the issuer of the tax-exempt revenue obligations for the Project, the financing cannot proceed without the City being a member of the Authority and, as the governmental entity having jurisdiction over the site, approving of the Authority’s issuance of indebtedness.

The Authority is a California joint exercise of powers authority created on January 1, 2004, organized and existing under the laws of the State of California (specifically, California Government Code Section 6500 and following). Under the California Government Code, cities are authorized to form by agreement a governmental entity that combines the powers of such entities to perform certain governmental functions specifically outlined in the Agreement. To date, over 150 municipalities, including the City of El Segundo, have become members of CMFA. The Authority is authorized to assist in the financing of exempt facilities projects.

There is no direct or indirect financial impact to the City of El Segundo as a result of this proposed financing. The Authority will issue tax-exempt revenue Obligations on behalf of the Project. The tax-exempt revenue obligations are payable solely out of the revenues derived by the Borrower from the applicable Project. No financial obligations are placed on the City for project financing costs or debt repayment. However, the Authority will charge the Borrower an upfront fee for the issuance of the Bonds. From that fee, the Authority shall allocate up to $7,500 to the City of El Segundo for its use toward any municipal purpose. The borrower will be the beneficiary of a charitable donation through a 25% reduction in issuance fees.

It is recommended that the City Council approve, by resolution, the issuance of tax-exempt revenue obligations by California Municipal Finance Authority in an aggregate principal amount not to exceed $12.5 million, to assist the Vistamar School.
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL SEGUNDO APPROVING THE ISSUANCE OF CALIFORNIA MUNICIPAL FINANCE AUTHORITY REVENUE OBLIGATIONS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $12,500,000 FOR THE PURPOSE OF REFINANCING THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR THE BENEFIT OF VISTAMAR SCHOOL AND OTHER RELATED MATTERS.

The City Council of the City of El Segundo resolves as follows:

SECTION 1: The City Council finds and declare as follows:

A. The California Municipal Finance Authority (the “Authority”) is authorized pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code and the terms of a Joint Exercise of Powers Agreement, effective as of January 1, 2004 (the “Agreement”), among certain local agencies throughout the State of California, including the City of El Segundo (the “City”), to issue revenue bonds for the purpose of promoting economic, cultural and community development in the State of California and in order to exercise powers common to the Members, including the issuance of bonds, notes or other evidence of indebtedness;

B. Vistamar School, a California nonprofit public benefit corporation (the “Borrower”), requested that the Authority participate in the issuance, from time to time pursuant to a plan of finance, of revenue obligations, in one or more series and at one or more times, in an aggregate principal amount not to exceed $12,500,000 (the “Obligations”) for the purpose of refinancing the acquisition, rehabilitation, improvement and equipping of certain real property and improvements thereon (consisting of property located within the City of El Segundo (the “City”), at 737 Hawaii Street, El Segundo, California 90245) and to pay certain expenses incurred in connection with the issuance of the Obligations (the “Project”);

C. The Project is owned and operated by Borrower in the furtherance of its charitable purpose of empowering students and preparing them to contribute and excel in higher education and in life;

D. The Obligations or a portion thereof will be “private activity bonds” for purposes of the Internal Revenue Code of 1986 (the “Code”). Pursuant to Section 147(f) of the Code, before their issuance, private activity bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice;
E. The members of this City Council ("Council") are the applicable elected representatives of the City;

F. Notice of this public hearing was published in a newspaper of general circulation regarding the Obligations at least 14 days before the public hearing. Such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Obligations;

G. It is intended that this Resolution constitutes the approval of the issuance of the Obligations required by Section 147(f) of the Code and Section 9 of the Agreement.

SECTION 2: The above recitals are true and correct.

SECTION 3: The Council approves the issuance of the Obligations by the Authority from time to time pursuant to a plan of finance. It is the purpose and intent of the Council that this resolution constitute approval of the Obligations for the purposes of (a) Section 147(f) of the Code and (b) Section 4 of the Agreement.

SECTION 4: The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

SECTION 5: The City Clerk will forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Harriet M. Welch, Esq.
Squire, Sanders & Dempsey LLP
555 South Flower Street, Suite 3100
Los Angeles, California 90071-2300

SECTION 6: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 5th day of June, 2012.

Carl Jacobson, Mayor
ATTEST:

________________________________________
Tracy Weaver, City Clerk

APPROVED AS TO FORM:
City Attorney

By: ____________________________
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## CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
#### 4/27/12 THROUGH 5/24/12

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### DATE OF RATIFICATION: 06/05/12
### TOTAL PAYMENTS BY WIRE:

3,399,088.11

Certified as to the accuracy of the wire transfers by:

- Deputy City Treasurer
- Director of Finance
- City Manager

Information on actual expenditures is available in the City Treasurer's Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MAY 15, 2012 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor Jacobson at 5:25 PM

ROLL CALL

Mayor Jacobson – Present
Mayor Pro Tem – Present
Council Member Fuentes – Present
Council Member Fisher – Present
Council Member Atkinson – Present
Council Member Fellhauer – Present

PUBLIC COMMUNICATION-(Related to City Business Only – 5 minute limit per person, 30 minute limit total) individuals who have received value of $50.00 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.00.

SPECIAL ORDER OF BUSINESS:

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54956, et seq.) for the purposes of conferring with the City's Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) –2- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279
2. Garton vs. City of El Segundo, et al. LASC Case No. YC066586

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- matter.

Claim 12-12 – Willmore
Initiation of litigation pursuant to Government Code §54956.9(c): - 1 - matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) – 0 - matter

CONFERENCE WITH CITY’S LABOR NEGOTIATOR (Gov’t Code §54957.6): - 0- matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov’t Code §54958.8): -0- matters

Council recessed at 6:55 PM
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MAY 15, 2012 - 7:00 P.M.

7:02 P.M. SESSION

CALL TO ORDER – Mayor Jacobson

INVOCATION – Tracy Weaver, City Clerk

PLEDGE OF ALLEGIANCE – Council Member, Marie Fellhauer

PRESENTATIONS

a) Presentation from Director Ed Little of the West Basin Water District to selected El Segundo businesses for demonstrating their dedication to environmentally sound business practices and their efforts to use water more efficiently.
   - The Boeing Company - Rick Hallock
   - The Boeing Company
     Satellite Development Ctr - Aaron Rountree
   - Grandpoint Bank - Mari Peters
   - City of El Segundo - Mayor Carl Jacobson
   - Northup Grumman - Christina Hull
   - Kilroy Realty Group - Scott Misagal
   - Pacific Corporate Towers - Linh Le Haas, Real Estate Manager & Bill Lewis

b) Mayor Pro Tem Fuentes presented Proclamation – 2012 El Segundo Senior of the Year – Beth Muraida

c) Presentation – Ellen Cunningham, Public Services Manager, announcing Author’s Fair Sunday, June 3, 2012 from 11:30 am – 4:30 pm.

d) Council Member Fisher presented Proclamation – 2012 National Public Works Week to Stephanie Katsouleas, Public Works Director.

e) Presentation by Rod Spackman – Council recognized Chevron for their $25,000.00 donation to sponsor City Special Events such as Fourth of July Community Celebration and Concerts in the Park.

f) Mayor Jacobson presented Proclamation – Super CPR Saturday – May 19, 2012 to Fire Chief, Kevin Smith

ROLL CALL
Mayor Jacobson - Present
Mayor Pro Tem - Present
Council Member Fuentes - Present
Council Member Fisher - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

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Susie Drennan – Spoke on behalf of Firefighters.

Alexis Tate and Veronica Gueva from West Basin Water spoke on the construction of the new water pipeline for El Segundo.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Council Member Fisher, SECONDED by Council Member Fellhauer to read all ordinances and resolutions on the agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS (PUBLIC HEARING)

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. Consideration and possible action to announce the appointments to the Recreation and Park Commission, Capital Improvement Program Advisory Committee (CIPAC) and Planning Commission.
   (Fiscal Impact: None)

Mayor Jacobson announced the appointment of: Bob Motta to the Recreation and Parks Commission for a full term to expire 5/30/2016; David Burns to the Capital Improvement Program Advisory Committee (CIPAC) for a full term to expire 11/30/2015. Brenda Newman and Ryan Baldino to the Planning
Commission two full terms to expire 6/30/2016 and John Nisley to a partial term to expire 6/30/2013.

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Approved Warrant Numbers 2587243 to 2587490 on Register No. 15 in the total amount of $831,504.69 and Wire Transfers from 4/13/12 through 4/26/12 in the total amount of $686,550.61. Authorized staff to release. Ratified Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

3. Approved Regular City Council Meeting Minutes of May 1, 2012.

4. PULLED FOR DISCUSSION BY MAYOR PRO TEM FUENTES

5. PULLED FOR DISCUSSION BY MAYOR PRO TEM FUENTES

6. Authorized the City Manager to execute a fourth amendment extending Contract Services Agreement # 3484 with Fireworks & Stage FX America, Inc. to provide a public fireworks show for the City’s 2012 Fourth of July Community Celebration. (Fiscal Impact: $20,000 from Special Events Trust Account)

7. Adopted Resolution No. 4776 appointing City Council Member Bill Fisher, Director of Finance Deborah Cullen, or Angelina Garcia, Fiscal Service Manager, or designee to serve as board member, alternate board member, and substitute alternate board member on the Independent Cities Risk Management Association (ICRMA) governing board. (Fiscal Impact: None)

8. PULLED FOR DISCUSSION BY COUNCIL MEMBER FELLHAUER

9. Approved and accepted Final Tract Map No. 61630 for the Plaza El Segundo project at 710 South Sepulveda Boulevard, 2003-2015 East Park Place and 700-740 Allied Way (formerly 850 South Sepulveda Boulevard) (Fiscal Impact: None)

10. Awarded Contract No. 4276 to Karabuild Development, Inc. and authorized the City Manager to execute a contract in a form approved by the City Attorney for construction related to Group 45 (30 Homes) of the city's Residential Sound Insulation Program (Project No. RSI 12-04). (Estimated construction costs and retention $1,522,222.90)
11. Authorized the City Manager to enter into a Service Agreement No. 4277 (contract) with Hadronex, Inc. for remote monitoring of SMARTCOVER sewer manhole level sensors in a form approved by the City Attorney. (Fiscal Impact: $7,100.00)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to approve Consent Agenda items 2, 3, 6, 7, 9, 10, and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

4. Approve the Side Letter between the City of El Segundo and Supervisory and Professional Employees’ Association. (Fiscal Impact: None)

MOTION by Mayor Pro Tem Fuentes, SECONDED by Council Member Fisher to approve the Side Letter between the City of El Segundo and Supervisory and Professional Employees’ Association. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

5. Accept the donation from Chevron El Segundo Refinery in the amount of $25,000 to help subsidize City special events such as Fourth of July Community Celebration and Concerts in the Park. (Fiscal Impact: $25,000 Revenue for the Special Events Trust Account)

MOTION by Mayor Pro Tem Fuentes, SECONDED by Council Member Atkinson to accept the donation from Chevron El Segundo Refinery in the amount of $25,000 to help subsidize City special events such as Fourth of July Community Celebration and Concerts in the Park. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

8. Adopt Plans and Specifications for the City’s 2011-2012 annual Sidewalk, Curb and Gutter Repair/Replacement Program and authorized staff to advertise the project for receipt of construction bids. Project No.: PW 12-03 (Fiscal Impact: $100,000.00 Gas Tax Funds)

MOTION by Council Member Fellhauer, SECONDED by Council Member Atkinson to adopt Plans and Specifications for the City’s 2011-2012 annual Sidewalk, Curb and Gutter Repair/Replacement Program and authorize staff to advertise the project for receipt of construction bids. Project No.: PW 12-03. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

F. NEW BUSINESS
12. Consideration and possible action regarding the proposed agenda for fiscal year 2012-2013 Strategic Planning Session (SPS) and approval of fiscal year 2012-2013 Budget Calendar. (Fiscal Impact: None)

Council consensus to receive and file report

REPORTS – CITY MANAGER - NONE

REPORTS – CITY ATTORNEY - Announced that in Closed Session in the case of Garton vs. El Segundo, the Council voted unanimously to provide defense in the case, and defend and indemnify Sgt. Rex Fowler.

REPORTS – CITY CLERK - NONE

REPORTS – CITY TREASURER - NONE

REPORTS – CITY COUNCIL MEMBERS

Council Member Fellhauer – Reported on attending the Fire Open House and Elderfest.

Council Member Atkinson – Encouraged all to attend the ED! Gala, Friday, May 18, 2012.

Council Member Fisher – Mentioned upcoming ED! Gala and congratulated Beth Muraida on Senior of the Year. Thanked Bob Cummings, his staff, and the Hacienda for a job well done on Elderfest.

Mayor Pro Tem Fuentes – Reported on attending the Medal of Valor luncheon and congratulated Fire Engineer Emerson on receiving the award. Reported on attending Elderfest.

Mayor Jacobson - Reported on attending the Medal of Valor luncheon, the Fire Open House and Elderfest. Mentioned the upcoming Super CPR Saturday, May 19, 2012 and the ED! Car Show on June 2, 2012.

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MEMORIALS – NONE
CLOSED SESSION - NONE

ADJOURNMENT at 7:59 PM

Tracy Weaver, City Clerk
SPECIAL MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, MAY 15, 2012 – 4:00 P.M.

CALL TO ORDER – Mayor Jacobson at 4:05 p.m.

ROLL CALL

Mayor Jacobson - Present
Mayor Pro Tem Fuentes - Present
Council Member Fisher - Present
Council Member Atkinson - Present
Council Member Fellhauer - Present

PUBLIC COMMUNICATIONS - (Related to City Business Only - 5 minute limit per person, 30 minute limit total). Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves before addressing the City Council. Failure to do so is a misdemeanor and punishable by a fine of $250.

SPECIAL MATTERS: -1- matter

1. Interview of candidates and potential appointments to the Recreation and Parks Commission, Capital Improvement Program Advisory Committee, and Planning Commission. (Note: the interviews will commence at approximately 4:00 p.m. and take place in the West Conference Room in City Hall.)

Council consensus to appoint Bob Motta to the Recreation and Parks Commission to a full term to expire 5/30/16; David Burns to the Capital Improvement Advisory Committee to a full term to expire 11/30/15; and Brenda Newman and Ryan Baldino to the Planning Commission to full terms to expire 6/30/16; and John Nisley to the Planning Commission to a partial Term to expire 6/30/13.

ADJOURNMENT – at 5:24 PM

_____________________________________
Tracy Weaver, City Clerk
AGENDA DESCRIPTION:

Consideration and possible action regarding authorization for the Police Department to purchase nine patrol vehicles due for upcoming replacement. These vehicles are identified in the Equipment Replacement Fund and are scheduled to be replaced in September 2012.
(Fiscal Impact: $276,075)

RECOMMENDED COUNCIL ACTION:

1. Authorize the Police Department to replace nine patrol vehicles which will be due for replacement in September 2012.
2. Pursuant to El Segundo Municipal Code §1-7-10, waive the bidding process and authorize the City Manager, or designee, to execute an agreement in a form approved by the City Attorney with Bob Wondries Ford; Wondries Fleet Group in accordance with an existing Los Angeles County Sheriff’s Department contract.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Wondries Fleet Group quote
Los Angeles County Sheriff’s Contract

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $530,800
Additional Appropriation: $0
Account Number(s): 601-400-3101-8105 (Equipment Replacement)
109-400-3105-8104 (Asset Forfeiture Capital Equipment)

ORIGINATED BY: Brian Evanski, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The current Police Department patrol fleet has been in service since August 2009. Due to the nature and intensity of use, the replacement interval schedule for these units is set for three years, the shortest, most necessary interval schedule for any piece of equipment the city uses.

Police Department Staff has conducted a vehicle assessment in conjunction with fleet maintenance personnel and determined that patrol units #4421, #4422, #4423, #4424, #4425, #4426, #4427, #4428, and #4429 will be systematically in need of replacement starting
September 2012. This determination was based on the age, mileage, overall condition, and repair history, as well as the needs of the Department.

The Police Department has been using the Ford Crown Victoria since 1993; however, Ford stopped the production of the Crown Victoria police car on August 31, 2011. Thus, there are a limited amount of vehicles still available. Traditionally, when new units are purchased, the majority of the interior (e.g. duty cage, rear prisoner seat, weapon locks) and exterior (e.g. police light bar, front push bumper, siren system) gear is recycled and transferred from the old unit to the new unit. This equipment does not fit any of the new police models which have been proposed to replace the Crown Victoria. Thus, if nine of these units are not secured before the remaining supply is depleted, we will be forced to purchase all new interior and exterior equipment. Based on previous purchasing history, the cost of these items is approximately $47,500 (approximately $5,277 per unit) which does not include inflation.

Also, the equipment maintenance division has over 18 years of experience and training in the service and repair of these units. When we purchase a new patrol model, it will require the time and cost of new training for fleet maintenance personnel, an additional strain on a division already short one employee.

The cost to purchase these patrol vehicles will not exceed $30,675 for each unit (Total: $276,075). The Federal Asset Forfeiture Fund will fund the purchase of all 9 ballistics panels, totaling $23,850. The remaining amount will be funded from the Equipment Replacement fund. By purchasing these units now it will save approximately $47,500 in equipment costs and an unknown amount of personnel training costs for this fleet.

In June 2011, the Los Angeles County Sheriff Department entered into an agreement and purchased 100 Ford Crown Victoria Police Interceptor sedans from Bob Wondries Ford following a competitive bid process. The contract with Bob Wondries Ford; Wondries Fleet Group permits other public agencies to acquire the Police Interceptor sedans at the same price as listed in the agreement, for an additional cost savings of $20,700.

Staff therefore recommends the City waive the bidding process and purchase nine new Ford Crown Victoria Police Interceptor sedans by piggybacking on the Los Angeles County Sheriff Department agreement.
May 24, 2012

Officer Valerie White
El Segundo Police Department
348 Main St.
El Segundo, CA 90245
Delivery Via Email

Dear Officer White,

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

Wondries Fleet Group will sell, service and deliver at El Segundo, new/unused 2011 Crown Victoria Police Interceptor sedans responding to your requirement with the attached specifications for:

Vehicle $22,790.00
Ballistic Panels $2,650.00

Plus State Sales Tax and $8.75 tire tax (non-taxable). These vehicles are available under the Los Angeles County PO# DPO-SH-11323318-1.

Terms are net 30 days.

Sincerely

[Signature]

John Oviyach
Wondries Fleet Group
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**GRAND TOTAL** $24,763.9

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*LT. DUFFY*
*Fire tax not included*

Ev-11 001680
RO-SH-1182-3318

---

*IF LOW OFFER IS REJECTED STATE REASONS*

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5/26/2011
REQUEST FOR BID
INTERNAL SERVICES DEPARTMENT

Vendor No.: 042117

Please Mail to:
Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

SOLE ICTATION:
RFB-IS-11201188-1

BID DUE:
05/26/11 12:00:00 PM

RETURN BID TO ADDRESS BELOW:
INTERNAL SERVICES DEPARTMENT
ISD CENTRAL PURCHASING
1100 N EASTERN AVENUE
RM 103, BID ROOM, 1ST FLOOR
LOS ANGELES, CA 90063

BUYER: Aneil Simpian
BUYER PHONE: 323-267-2215
DATE ISSUED: 05/12/11
REQ. DEPARTMENT: 16
AGENCY REQ. NO.: 15757P
REQ. NO.: RQN-SH-11020011
FISCAL YEAR:
SCHEDULED BEGIN DATE:
SCHEDULED END DATE:
NUMBER OF COMMODITY LINES: 2
PROCUREMENT FOLDER: 246045

15757P - VEHICLE - SEDAN, B/W - SPECS

100 DAYS TO BE COMPLETED BY VENDOR

1. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
2. CASH DISCOUNT 10% 30 DAYS. CASH DISCOUNT OF LESS THAN 30 DAYS OR 25TH PROX. WILL BE CONSIDERED AS NOT IN EVALUATING THIS BID.
3. BID BOND ATTACHED: CERTIFIED CHECK ATTACHED: OTHER ATTACHMENTS:
4. BID REFERENCE NUMBER: 11201188 (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).
5. PLEASE REMOVE FROM THIS COMMODITY CODE:
6. FED OR SOCIAL SECURITY #: REQUIRED: 98-11626789

** IMPORTANT **

IN ORDER TO RECEIVE AN AWARD, VENDORS ARE REQUIRED TO BE REGISTERED WITH THE COUNTY OF LOS ANGELES. VENDORS MAY REGISTER ONLINE ON THE COUNTY OF LOS ANGELES VENDOR REGISTRATION WEBSITE:
HTTP://CAMIWEB.CO.LA.CA.US/WEBVSN/

USE OF A BRAND NAME AS SPECIFICATION IS NOT INTENDED TO RESTRICT COMPETITION. QUOTES IN ACCORDANCE WITH SPECIFICATION OR ON YOUR ALTERNATE, ALTERNATIVE OFFERS TO MEET FUNCTIONAL REQUIREMENTS, ADEQUATELY SUPPORTED BY LITERATURE AND YOUR STATEMENT WHEREIN SPECIFICATIONS DIFFER, WILL BE CONSIDERED FOR FUTURE PURCHASE, OR WHEN FEASIBLE, FOR THIS PURCHASE.

VENDORS ARE REQUIRED TO ENTER THEIR COMPANY NAME IN THE SPACE PROVIDED AT THE TOP OF EACH PAGE ON THIS SOLICITATION.

VENDOR PHONE NUMBER:
(626) 457-5590

TITLE: Fleet manager
DATE: 5/25/11

SIGNATURE OF BIDDER: (MUST BE SIGNED)
REQUEST FOR BID

SO NO.: RFB-IS-11201188-1

BID DUE: 05/26/11 12:00:00 PM

1. Invitations for bids will be delivered to County Purchasing Agent by 12:00 noon on the date shown above, at which time it will be opened and, if requested, publicly read. Requests for Quotations are to be delivered to County Purchasing Agent in time shown above. There will be no public opening or reading of these quotations. The bids will be opened under lock and key in top left-hand corner of this document.

2. All bids shall be typewritten or in ink. No erasures permitted. Mistakes shall be crossed out and corrections typed/inked adjacent, dated and initialed.

3. State brand name or make on each item. If quoting other than item specified, include the manufacturer's name, product description and model number.

4. Bid each item separately. Prices must be stated in units specified hereon.

5. Each bid must be in a separate sealed envelope with both the bid number and closing date plainly visible on the envelope. Bid must be received at the place, time and on the date specified. Bidders are responsible to assure each bid is properly marked and timely delivered. County assumes no financial obligations for preparation and submittal of bid. Submit bids as indicated hereon. Bidders shall be solely responsible for understanding the specifications and requirements.

6. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. If time varies on different items, bidder shall so state in the column provided opposite the item. Unless otherwise noted, "days for delivery" and "days from receipt of order" mean calendar days.

7. An authorized officer or employee must sign with the Firm's name on all bids. Obligations assumed by such signature must be fulfilled.

8. Unless otherwise definitely specified, prices bid shall not include sales or use tax. Bidder shall provide either the serial number or its retailer's permit to engage in business as a seller (if a CA company). Without one of these numbers, County will not pay sales/use tax direct to any Vendor. If Vendor is outside Ch, the County will pay sales tax directly to the State.

9. All charges, e.g., packing and installation, must be included in the bid. No charges will be allowed unless specified in the bid.

10. County reserves the right to waive, at its sole discretion, any formality in the bidding or evaluation in order to expedite the process, accommodate minor error, or respond to unforeseen circumstances, and to reject any or all bids and to reject any items thereon. County may, at its sole discretion, cancel this solicitation at any time prior to award.

11. Section 2873 of the California Government code prohibits County from purchasing goods, wares or merchandise manufactured or produced in whole or in part, by state prisoners in states other than California, except prisoners on probation or parole. Your signature to your bid will be considered certification of full compliance with the Section.

12. If required, samples of items shall be furnished at no cost. Samples are not returnable; County will dispose of at its discretion. Unless specifically requested, bidders shall not submit samples. Cost of testing will be as stated herein.

13. Bids are subject to acceptance at any time within 30 calendar days of the closing date stated hereon, unless otherwise specifically stipulated.

14. County shall not return bids for change/correction after receipt.

15. Insurance, surety and performance bonds shall be in the amounts set forth hereon.

16. All factors being equal and to the extent authorized by law, County shall prefer products grown, manufactured or produced in the County of Los Angeles, and then in the State of California. To qualify for such preference, bids must definitely and conspicuously state whether the items are wholly or partially grown, manufactured or produced in the County of Los Angeles or the State of California.

17. Bids must include employer's identification number as assigned by the U.S. Treasury Department.

18. If you do not bid, return this solicitation (*Request*) and state reason, or if you do not respond or do not submit a bid for 3 consecutive Requests, you may, at County's sole option, be removed from the mailing list.

19. Inspections and examinations or failure to so do is at bidder's sole risk. The specifications set forth herein are controlling and supersede any other information, oral or written, regarding this acquisition.
STANDARD TERMS & CONDITIONS

Please Mail to: Wonderies Fleet Group
1247 W. Main Street
La Verne, CA 91750

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20. Changes or modifications to specifications or conditions to this Request shall only be made by issuance of a written modification to the Request. Any changes or modifications to this Request shall only be made by written notice to bidder. 

21. The purchase, if any, resulting from the Request shall be governed by the County’s terms and conditions which are attached hereto. Unless County specifically agrees in writing, any other terms and conditions shall have no force or effect.

22. No County employee whose position in County service enables him/her to influence any award to your offer any competing offer, and no spouse or economic dependent of such employee, shall be employed in any capacity by the bidder herein, or have any other direct or indirect financial interest in any transaction resulting from this Request.

23. County reserves the right to designate the transportation carrier when common carriers are used in delivery, or make pick up by County truck if the point of origin is within the County of Los Angeles or an adjacent county. Failure to adhere to shipping terms as specified on the purchase order or written agreement will result in deduction of additional handling costs from the invoice(s).

24. County may, at its sole option, select other than the low price bidder if, as solely determined by County, another bid is a more responsible and responsive offer.

25. County reserves the right to negotiate prices, terms and conditions with the selected vendor.

26. This Request is a solicitation only, and is not intended or to be construed as an offer to enter into any contract or other agreement. No acquisition can be made without a purchase order.

27. County reserves the right to conduct a reasonable inquiry to determine the responsibility of a bidder. The unrepeated failure of bidders to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability and ability to perform on schedule, may, at County's discretion, be grounds for a determination of non-responsibility.

28. Community based enterprises are encouraged to bid. It is the County's policy that on final analysis and award, the Vendor shall be selected without regard to gender, race, creed or color.

29. All bids must include a complete “Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form” and “Attestation of Willingness to Consider Gain/Grow Participant Survey” attached hereto. Bids not including completed forms may, at County's option, be returned or the bidder may be required to provide complete forms prior to consideration.

30. Wherever possible, vendors are encouraged to subcontract portions of the work to responsible and qualified Community Business Enterprise owned businesses and/or entities.

31. Bidders are reminded to thoroughly review all solicitation documents.

32. Prior to bid award, County reserves the right to request clarification of any bid.

33. The offering of gifts, excluding tokens of gifts of a promotional/advertising nature, or gratuities by bidder or any other agent or representative of bidder is strictly prohibited.

34. Each person by submitting a response to this solicitation certifies that such bidder/proposer and each County, California Title 15 and County lobbyist firm, as defined in Los Angeles Code Section 2.160.015, retained by the bidder/proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code. A copy of Chapter 2.160 can be reviewed and downloaded from the following website:

http://www.co.ca.us/agencies/lobInfo/Ordinance.htm

35. Subsequent to the County’s evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary” the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

36. County’s Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

37. Bidder shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the County's prior written consent.

38. Bidders/Proposers Adherence to County’s Child Support Compliance Program

Bidders/proposers shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Process Notices of Assignment and Assign to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).
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1. CONDITIONS OF PURCHASE: This order shall be in accordance with these terms and conditions and any attached purchase order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.

2. DELIVERY: Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified herein or contained in a written agreement for this purchase may, at County's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. INVOICES: Invoices shall include the Purchase Order number, which is located in the upper right hand corner of this Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is a delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. PRICE/SALVAGE: Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, container, packing, unloading, etc., shall be allowed unless specified herein.

5. PAYMENT TERMS: Unless otherwise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, in accordance with the terms herein.

6. WARRANTIES: Vendor shall be, at cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of the warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without any violation of any law, ordinance, rule or regulation of any government or administrative body.

7. CANCELLATION: Unless otherwise specified herein, County may cancel all or part of this Purchase Order and/or Contract at no cost and for any reason by giving written notice to Vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation charge not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged County for cancellation with less than thirty (30) days prior written notice.

8. HAZARDOUS MATERIALS: Vendor warrants that it complies with all Federal, State and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. COVENANT AGAINST GRATUITIES: Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing the favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 CONFLICT OF INTEREST:

10.1 No County employee whose position with County enables such employee to influence the award of this Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order. No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts which create a conflict of interest. If Vendor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. GOVERNING LAW AND VENUE: This Purchase Order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Purchase Order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. INDEMNIFICATION: Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature, whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.
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11. TERMINATION OF CONTRACT: The County may, by written notice to the Vendor, terminate the Purchase Order, if in the judgment of the County:
   a. Vendor has materially breached the Purchase Order; or
   b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, the County may procure, upon such terms and in such manner as the County may deem appropriate, products and services similar to those purchased hereunder. If terminated, the Vendor shall be liable to the County for any and all costs incurred by the County, as determined by the County, for such similar goods and services.

The rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provision to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall be exclusive and are in addition to any other rights and remedies provided by law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions thereof or in lieu of termination or suspending this Purchase Order, the Vendor shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1770, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars ($1,000).

17. FORCE MAJEURE: Neither party will be liable for any delays in performance beyond its reasonable control including, but not limited to, fire, flood, act of God or restriction of civil or military authorities.

18. NON-EXCLUSIVITY: Nothing herein is intended or shall be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the Purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST Favored CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce, at any time, or from time to time, any provision of this Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to County for a period of two (2) years from the date of delivery of the items to County. If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only County's Purchasing Agent can make changes or modifications by issuance of an official change notice.
24. INDEPENDENT CONTRACTOR STATUS: The Purchase Order is by and between the County and the Vendor and is not intended, and the Vendor shall not construe the relationship of agent to employer or anything in between the County and the Vendor. The employees and agents of the Vendor shall not be, or be construed to be, the employees or agents of the Vendor for any purpose whatsoever. The Vendor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to County free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The Vendor, and each County Lobbyist of County Lobbying firm as defined in County Code Chapter 2.160,retained by the Vendor, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Vendor or any County Lobbyist or County Lobbying firm retained by the Vendor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Purchase Order, upon which the County may in its sole discretion, immediately terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the vendor shall give consideration for such employment openings to participants in the County’s General Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the vendor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified County participants and the County will consider participation of the County employees and GAIN/GROW Program participants are available for hiring. The County employees shall be given first priority.

29. TERMINATION FOR IMPROPER CONSIDERATION: The County may, by written notice to the Vendor, immediately terminate the right of the Vendor to perform under this Purchase Order if it is found that consideration, in any form, was offered or given by the Vendor either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Purchase Order or securing favorable treatment with respect to the award, amendment, or extension of this Purchase Order or the making of any determinations with respect to the Vendor’s performance pursuant to this Purchase Order. In the event of such termination, the County shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of default by the Vendor.

The Vendor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County auditor-controller’s Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts, or the promise of any of these.

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall, require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.sherrasla.org for printing purposes.

31. CONTRACTORS’ WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor certifies that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders are in compliance with, their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract/Purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage withholding requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5266.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under “CONTRACTORS’ WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM” shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract/Purchase Order, failure of CONTRACTOR to cure such default within 90 calendar days after notice by COUNTY shall terminate this Contract/Purchase Order pursuant to “VENDOR’S RESPONSIBILITY AND DEBARMENT” and pursue debarment of CONTRACTOR, pursuant to County Code, Chapter 2.202.
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32. PAYROLL RECORDS. As a condition required, the Contractor shall comply with the requirements of Section 776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision [a]. The Contractor shall cause the payroll records of all subcontracts shall be responsible to maintain, and make readily available for inspection and copy of all certified payroll records for each work project associated with or obtained by the County under any new or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payroll for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified Payroll shall be submitted upon request and shall include:
A. Original Document
B. Company Name & Address
C. Account Number/Project Number
D. Project Name and Address
E. Authorizing County Department and Purchase Order or Contract Number
F. Period of Time in which Work is Being Performed
G. Employee Name, Address and Social Security Number
H. Work Classification, Including Sub-classification
I. Hours Paid
J. Rate of Pay
K. Deductions
L. Payroll Check Number
M. Benefits
N. Signature of Employee Authorized to Certify Payroll

Prevailing Wage Scale

Wherever required:
A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and cents pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.
C. Particulars of the current Prevailing Wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.
D. Current prevailing wage rates may be obtained at:

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102 (415) 703-4810

Records Retention and Audit, Federal or State Funded Purchases

The Vendor shall maintain in good and legible condition all books, documents, papers and records related to its performance under this Purchase Order or Agreement. Such records shall be complete and available to Los Angeles County, the State of California and officials of the Federal Government or its duly authorized representatives, during the term of the Contract for a period of at least three years following the County's final payment under the Purchase Order or Agreement, unless other matters, such as an audit or litigation, are not closed. All Purchase Order or Agreement-related books, documents, papers, and records related to the Vendor's performance under the Purchase Order or Agreement must be retained in a manner described above until all such other matters are closed, regardless of the duration.

FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper (min 30% post-consumer waste) to the maximum extent possible on this Solicitation Response.

PARTICIPATING MUNICIPALITIES

At County's sole discretion and option, County may inform other public agencies that they may acquire items listed in this agreement or purchase order. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Vendor's acceptance. In no event shall County be considered a dealer, remarketer, agent or other representative of Vendor.

Public entity purchase orders complete with terms and conditions shall be submitted by the public entity.

Vendor authorizes County's use of Vendor's name, trademarks and Vendor provided materials in County's presentation and promotions regarding the availability of use for this agreement.

County will not be liable or responsible for any obligations, including but not limited to payment for any item ordered by public entities.

County makes no representation or guarantee as to any minimum to be purchased by County or public entities.

Do you agree to the aforementioned? Yes ☑ No _
A responsible Vendor is a Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requirements of the Purchase Order. It is the County’s policy to conduct business only with responsible vendors.

The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Vendor on this or other Purchase Orders which indicates that the Vendor is not responsible, the County may, in addition to other remedies provided in the Purchase Order, debar the Vendor from bidding on any County Contracts/Purchase Orders for a specified period of time not to exceed five (5) years, and terminate any or all existing Contracts/Purchase Orders the Vendor may have with the County.

The County may debar a Vendor if the Board of Supervisors finds, in its discretion, that the Vendor has done (1) violated any term of Contract/Purchase order with the County, (2) committed any act or omission which negatively reflects on the Vendor’s quality, fitness or capacity to perform a Contract/Purchase Order with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

If there is evidence that the Vendor may be subject to debarment, the Purchasing Agent will notify the Vendor in writing of the evidence that is the basis for the proposed debarment and will advise the Vendor of the scheduled date for debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or the Vendor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of debarment. If the Vendor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Vendor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to the subcontractors of County Contractor/Vendor.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the past twelve (12) months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance’s website at:
http://osac.co.la.ca.us/contract/abtain.html

Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Proposers must attach the Local SBE Certification Letter to the required Form - Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - with their proposal. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State’s small business enterprise certification regulations in the California Code of Regulations, Title 2, Subchapter 8, Section 1895 et seq., is also available on the California Department of General Services Procurement Division website at:
http://www.dgs.ca.gov/psb/docs/eww.aspx
Instructions: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code.

For County solicitations which are not federally funded, a certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1996 et seq., and is also available on the California Department of General Services Procurement Division website at: http://functions.dgs.ca.gov/procurement/index.htm

Pursuant to the adopted Ordinance No. 2007-0090, amending Chapter 2.204 of the Los Angeles County Code:

For County solicitations which are federally funded and subject to the federal restriction on geographical preferences, a certified small business is a business: 1) self-certified as small using the SBA size standards and industry codes (NAICS) and; 2) registered on the federal Central Contractor Registration (CCR) database. Information about federal small business registration is available on the CCR website at: http://www.ccr.gov

Certified small businesses must request the SBE preference in their solicitation response and may not request the preference unless the certification process has been completed and certification affirmed. The County must verify SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

To determine whether this solicitation is federally funded, please refer to the SPECIAL TERMS AND CONDITIONS in this solicitation document for clarification.

FIRM NAME: Wondries Fleet Group

☐ I AM NOT a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance or the federal CCR as of the date of this proposal/bid submission

☐ I AM a Local SBE certified with the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

☐ I AM a certified small business with the federal CCR as of the date of this proposal/bid submission and I request this proposal be considered for the Local SBE Preference.

My County (WebVan) Vendor Number is: 

My Commercial and Government Entity (CAGE) code is: 

39
CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If you currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary).

<table>
<thead>
<tr>
<th>Agency name</th>
<th>Minority</th>
<th>Women</th>
<th>Dis-Advantaged</th>
<th>Disabled Veteran</th>
<th>Expiration Date</th>
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<td>N/A</td>
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DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

<table>
<thead>
<tr>
<th>Print Authorized Name</th>
<th>Authorized Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Connell</td>
<td></td>
<td>Fleet Manager</td>
<td>5/35/11</td>
</tr>
</tbody>
</table>
CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT - As a threshold requirement for consideration of a bidder for award of an Agreement, the bidder shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program or shall attest to a willingness to consider GAIN/GROW participants for future employment openings if they meet the minimum qualifications for that opening. Additionally, bidders shall attest to a willingness to provide employed GAIN/GROW participants access to the bidder’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Bidders shall complete, sign, and return with their bid the form "Attestation of Willingness to Consider GAIN/GROW Participant's" attached. Bidders who are unable to meet this requirement shall not be considered for award of an Agreement.

Bidder shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Bidder has a proven record of hiring GAIN/GROW participants and will continue to consider participants for any future employment openings.

   □ YES (SUBJECT TO VERIFICATION BY COUNTY)  □ NO

   □ YES  □ NO

B. Bidder is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder is willing to interview qualified GAIN/GROW participants.

   □ YES  □ NO

C. Bidder is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

   □ YES  □ NO

   □ N/A (Program not available)

Bidder Organization:  Wondries Fleet Group

Signature:  [Signature]

Print Name:  Joe Connell

Date:  5/25/11

Title:  Fleet manager

Tel.:  (626) 457-5570  Fax #:  (626) 457-5593
I hereby certify that, if awarded a Purchase Order or Agreement, bidder shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.

2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and

3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

I understand and agree that, if awarded a Purchase Order or Agreement and COUNTY discovers that any products, goods, supplies or other personal property sold or supplied by bidder to COUNTY are produced in violation of any international child labor conventions, bidder shall immediately provide an alternative, compliant source of supply.

I further understand and agree that failure to comply with the foregoing provisions will be grounds for immediate cancellation of the Purchase Order or termination of the Agreement and award to an alternative bidder.

VENDOR SIGNATURE

DATE 5/25/11
For equipment purchase(s) under this solicitation, Vendor shall be responsible to provide the County with a means to Lockout/Tag-out any machinery or electrical equipment sold to the County in accordance with OSHA regulation, CCR Title 8, Section 3314.

Any Lockout method must utilize a positive means such as 1) a lock, either key or combination type, 2) a hasp or other means of attachment to which, or through which, a lock can be affixed or it has a locking mechanism built into it, in order to hold an energy-isolating device in a safe (locked) position and prevent the energizing, transmission or release of electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy from a machine or equipment. Such machinery and equipment includes, but is not limited to: a manually operated electrical switch breaker; a disconnected switch; a manually operated switch by which conductors of a circuit can be disconnected from all underground supply conductors and a line valve. In addition, this would include installing pieces of equipment used in maintenance and service activities, such as pipelines, vessels and/or pressurized tanks to service air, gas, water, steam and/or petrochemical distribution systems.
The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") [Los Angeles County Code, Chapter 2.203]. Prospective Contractors should carefully read the Jury Service Program which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1. The Jury Service Program requires Contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if: 1. the lesser number is a recognized industry standard as determined by the County, or 2. the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employers, even those not working specifically on the County project.

2. There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the aggregate sum of any subcontracts, is less than $500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

3. If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement. If applicable, upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
REQUEST FOR BID

SO NO: RFB-IS-11201188-1

BID DUE: 05/26/11 12:00:00 PM

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STANDARD TERMS & CONDITIONS

Please Mail to:
Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM REQUEST FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this Contract/Purchase Order (Request for Proposal or Invitation to Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers whether a contractor or a subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County's Department will determine, in its sole discretion, whether the bidder or proposer is excepted from the program.

Company Name: Wondries Fleet Group
Company Address: 1247 W. Main St.
City: Alhambra State: CA Zip: 91801
Telephone Number: (626) 457-5590
Solicitation for (Type of Goods or Services): Automobiles

If you believe the Jury Service Program does not apply to your business, check the appropriate box in part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "Contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed $50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operations, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR
Part II: Business Identification

My Business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Joe Connell
Title: Fleet manager
Signature: 
Date: 5/25/11
STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO : RFB-IS-11201188-1

BID DUE: 05/26/11 12:00:00 PM

COMPANY NAME: Please Mail to:
Wondries Fleet Group

PRICES ARE SUBJECT TO CHANGE AND PURCHASE ORDERS

1247 W. Main Street
San Gabriel, CA 91801

Vendor shall be unable to receive payment for goods received by or, services provided to the County specific to the contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENTS BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effectuated in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the entity controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babyssafe.org for printing purposes.

CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that the Contractor will notify the Buyer within thirty (30) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and 2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage Contractor may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

Is Contractor/Proposer or any of its staff members currently barred from participation in any Federally funded health care program?

☑ NO, Contractor or any of its staff members is not currently barred from participation in any Federally funded health care program.

☐ YES, Contractor or any of its staff members is currently barred from participation in any Federally funded health care program. Describe the particulars in detail below.

___________________________________________________________________________
___________________________________________________________________________
REQUEST FOR BID

SO NO: RFB-IS-11201188-1

BID DUE: 05/26/11 12:00:00 PM

STANDARD TERMS & CONDITIONS

Please Mail to:
Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

"NOTIFICATION TO COUNTY OF PENDING ACQUISITIONS/MERGERS BY PROPOSING/BIDDING COMPANY"

The vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit - Proposer's Organization Questionnaire/Affidavit. Failure of the Vendor to provide the information may eliminate its proposal/bid from any further consideration.

RESPONSIBLE DEPARTMENT

Chief Administrative Office
Chief Information Office
County Counsel

DATE ISSUED / SUNSET DATE

Issue Date: December 13, 2005
Sunset Date: December 13, 2009
Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of Incorporation.

   Bob Wondries Motors  CA  1950

   NAME  STATE  YEAR INC.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner.

   ____________________________

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(ies) of registration.

   Name  County of Registration  Year became DBA
   Bob Wondries Ford  L.A.  1960
   Wondries Fleet Group  L.A.  2000

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? If yes, state name of parent firm and state of incorporation or registration of parent firm:

   ____________________________
   ____________________________

5. Please list any other names your firm has done business as within the last five (5) years:

   Name  Year of Name Change
   ____________________________  ____________________________
   ____________________________  ____________________________
   ____________________________  ____________________________

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below:

   N/A
STANDARD TERMS & CONDITIONS

REQUEST FOR BID
SO NO : RFB-IS-11201188-1

COMPANY NAME : Please Mail To:

Wondries Fleet Group

1247 W. Main Street
Alhambra, CA 91801

BID DUE: 05/26/11 12:00:00 PM

List each minimum requirement

Check the appropriate box below:

☑ YES □ NO 20 years experience, within the last 60 years

☑ YES □ NO Willingness to consider hiring GAIN/GROW participant

☑ YES □ NO Complies with the County’s Child Support Compliance

☑ YES □ NO Certifies intent to comply with County’s Jury Service Program

☑ YES □ NO Declares intent to comply with County’s Living Wage Program

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

Proposer’s Name
Wondries Fleet Group

Address: 1247 W. Main St.
Alhambra, CA 91801

E-mail: [Redacted]

Telephone Number: (626) 457-5590

Fax number: (626) 457-5593

On behalf of [Proposer’s name], I ____________ [Name of Proposer’s authorized representative], certify that the information contained in this Proposer’s Organization Questionnaire/Attestation is true and correct to the best of my information and belief.

Joe Connell

Signature
Fleet manager

Title
Date

5/31/11

Internal Revenue Service
Employer Identification Number

California Business License Number

County Vendor Number
STANDARD TERMS & CONDITIONS

REQUEST FOR BID
SO NO: RFB-IS-11201188-1

BID DUE: 05/26/11 12:00:00 PM
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Please Mail to:
COMPANY NAME:
Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

OFF-PEAK (NOON) - DELIVERY OF COMMODITIES

It is the policy of the Los Angeles County Board of Supervisors that County departments promote off-peak deliveries and pickup of all commodities by County Vendors between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled County business days. The purpose of this policy is to reduce vehicle trips and vehicle emissions during the morning and afternoon commute periods. For purposes of the Board Policy, the trip shall be deemed to be compliant if the actual time of delivery provides for arrival at the County facility or location on or after 9:00 a.m. and the delivery or pickup is initiated at the County facility or location on or before 3:30 p.m.

Noncompliance with this policy may result in cancellation of a Purchase Order or termination of contract and/or agreement between the County and the awarded Vendor.

Unless otherwise instructed by authorized County department personnel, vendors shall be required to confer with County departments to schedule, as appropriate, regularly planned trips to County facilities for deliveries and/or pickup of commodities within the designated off-peak periods. County departments shall be located at facilities that are served by the Vendors. The Vendor shall make every effort to coordinate off-peak deliveries and pickups between the Vendor and other County departments at the facility.

Emergency, special orders, and other non-conforming deliveries and pickups specifically requested by County departments shall not constitute a violation of the Board Policy. In addition, circumstances documented by the Vendor to the satisfaction of the affected County department that are outside of the control of the Vendor that preclude adherence to the Board Policy shall not constitute a violation of the Board Policy.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, the department shall notify the Vendor of any exception(s) allowable under the Board Policy. If such circumstances are permanent in nature, the department shall notify the Chief Administrative Office and ISD of their intent to exclude the affected contract(s) and/or commodities from the provisions of the Board Policy.

County departments doing business with non-commodity or service-related vendors that schedule regular trips to County facilities shall, to the extent feasible and appropriate, encourage such vendors to schedule such trips to their facilities between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, during regularly scheduled business days.

By signature below, vendor acknowledges receipt and understanding of this Board Policy, and agrees to adhere to above requirements regarding Off-Peak Delivery of Commodities.

Wondries Fleet Group

Vendor's Company

1247 W. Main St. Alhambra CA 91801

Address City State & Zip Code

Joe Connell

Printed Name Signature Date

PROTEST POLICY FOR GOODS AND SERVICES SOLICITED BY THE COUNTY PURCHASING AGENT

General Authority

The County Purchasing Agent maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by departments, districts or agencies of Los Angeles County who are governed by the Los Angeles County Board of Supervisors.
Acquisition of supplies and equipment are made by the Purchasing Agent pursuant to:
- Government Code, Title 2, Division 2, Part 2;
- Codified Ordinance of County of Los Angeles, Title 2, Chapter 2.81; and
- Section 24 of the County Charter.

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

The Purchasing Agent or his/her designee shall be responsible for the review and disposition of any protest of a bid solicitation conducted under the statutory authority of the County Purchasing Agent.

**Review of Solicitation Requirements and Specifications**

A Vendor may seek a review of the solicitation requirements and/or specifications by written request to the Buyer conducting the solicitation provided that the written request is received prior to the closing date of the solicitation.

This request must itemize, in appropriate detail, each matter contested and a factual reason(s) for the requested review (e.g., specifications were too narrow and limited competition with supporting details, etc.).

The Purchasing Agent will provide a written response to the requesting Vendor(s).

**Bid Protests**

In accordance with County Purchasing Policy M-1100, Bid/Vendor Protest, participant vendors may request a review of any bid specifications at the time of the bid posting and/or before the closing date. Additionally, participant vendors may protest any award within three (3) business days after the "Notice of Intent to Award" is posted on the County’s bid website. These protest procedures are as follows:

Upon a determination of vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on the County's bid website, and notify all solicitation participants of the intended award via email.

1. Non-selected vendors will have three (3) business days, from the date the notice is posted, to file a formal bid protest with the Purchasing and Contracts Analyst (Buyer) that conducted the solicitation.

2. The bid protest, which must be received by the Buyer within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.

3. Bid protests must be filed prior to the award of contract or purchase order. Upon execution of the contract or purchase order to the selected vendor, the Purchase Agent will not take action on a bid protest; however, a written response will be provided to the protesting vendor.

4. If a vendor bid protest is appropriately filed (i.e., prior to the award), the Purchasing Agent may delay the award of contract or purchase order until the matter is resolved.

There are, however, situations where the delay of an award may not be in the best interest of the County due to emergency and/or time critical acquisitions such as at the end of the County's fiscal year. In those instances, the County has no obligation to delay or otherwise postpone an award of a purchase order or contract based on a vendor protest.

5. In all cases, the County Purchasing Agent reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

6. The Purchasing Agent will respond to all bid protests in a timely manner.

7. The Purchasing Agent may refer a protest of a technical nature to the requisitioning County department for further clarification, and will prepare a letter to the protesting vendor, advising them of the pending action(s), and when a formal response can be expected.
In evaluating any proposer, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. The preference only applies to solicitations where Transitional Job Opportunity participants will be employed for the services solicited. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity that is a non-profit organization recognized as tax exempt pursuant to section 501(c)(3) of the Internal Revenue Services Code, set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the department with their bid response to the purchasing or contracting solicitation for which they are competing, has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department. Transitional Job Opportunities vendors must request the preference in their solicitation responses and may not receive the preference until their certification has been affirmed by the applicable department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity vendor.

If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which know, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County’s costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

The above penalties shall also apply to any entity that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

In accordance with the above stated criteria, I certify that I am a Transitional Job Opportunity Vendor and I am claiming the preference on this solicitation. I further certify that Transitional Job Opportunity participants will be used for the services that are being solicited by the County in this solicitation.
Please Mail to:
Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"). Prospective Bidder/Proposer/Contractor should carefully read the Defaulted Tax Program Ordinance which may be found in Los Angeles County Code, Title 2, Administration, Chapter 2.206 at

http://codlink.com/codes/lacounty/index.htm

which is incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their subcontractors.

Each Bidder/Proposer/Contractor shall be required to certify that it is in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that it is exempt from the Defaulted Tax Program. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

Bids/Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

The Proposer/Bidder/Contractor certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206;

☐ To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and

☐ The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

OR

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

COMPANY NAME: Bob Wondries Motors
DBA: Wondries Fleet Group

PRINT NAME: Joe Conley

TITLE: Fleet manager

SIGNATURE: [Signature]

DATE: 5/15/11
STANDARD TERMS & CONDITIONS

REQUEST FOR BID

SO NO.: RFB-1101188-1

BID DUE: 05/26/11 12:00:00 PM

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Please Mail to:

Wondries Fleet Group

12417 W. Main Street

Alhambra, CA 91801

The County of Los Angeles provides Small Business Enterprises an equal opportunity to compete for County Awards for commodities and services. Bidders shall assist the County in providing these opportunities to Small Business Enterprises by making good efforts to reach out to Small Business Enterprises to compete
in County Awards.

BID SUBMITTAL

Bidders shall submit with their bid, the SBS Subcontractor Information Form @
http://degpbusiness.lacounty.gov/SBSSubcontractorInformationForm_PDF. Bidder shall complete
this form in its entirety. Bidder shall list itself, the names and addresses of all firms to be used
with a complete description of work supplies to be completed, provided by each subcontractor
and the estimated dollar value.

REPORTING

The Final Report of Subcontracting Form @
http://degpbusiness.lacounty.gov/FinalReportofSubcontractingForm_PDF
is a summary report of subcontractors work/supplies, shall be submitted at the completion of the award.

Upon completion of a Purchase Order, Vendor shall submit the Final Report of Subcontracting and
Purchases Form within fifteen (15) working days.

If the award is a one year or more agreement, the Final Report of Subcontracting and Purchases Form
shall be submitted on a quarterly basis.

The form shall be certified correct and accurate by signature of the bidder or its authorized representative.

The Final Report of Subcontracting and Purchases Form shall be submitted to the Office of Small Business
at:

Debbie Cabrera-Johnson
Office of Small Business
1100 N Eastern Ave 1st Floor
Los Angeles, CA 90063
DCabrera@sbid.lacounty.gov
ATTENTION: THIS IS A QUICK BID - PLEASE NOTE CLOSING DATE.

NOTE: WHERE QUALIFICATION REQUIREMENTS CALL FOR QUOTATIONS, INSTRUCTIONS AND CONDITIONS (LAST PAGE OF INVITATION FOR BID) IS CHANGED TO READ: QUOTATIONS ARE SUBJECT TO ACCEPTANCE AT ANY TIME WITHIN NINETY (90) CALENDAR DAYS AFTER OPENING.

QUOTE PRICES EXCLUSIVE OF FEDERAL excise TAX. IF TAX IS NOT APPLICABLE, SO STATE IN YOUR BID.

BIDDERS ARE REQUIRED TO FURNISH THE SERIAL NUMBER OF YOUR CALIFORNIA SELLERS PERMIT TO ENGAGE IN BUSINESS AS A SELLER IN CALIFORNIA OR YOUR SELLERS CERTIFICATE OF REGISTRATION-USE TAX. FAILURE TO FURNISH SAME WILL PREVENT THE COUNTY OF LOS ANGELES FROM PAYING SALES/USE TAX TO YOUR COMPANY. DO NOT INCLUDE SALES/USE TAX ON ANY INVOICE IF YOU DO NOT FURNISH ONE OF THE FOLLOWING:

SELLERS PERMIT # GRAP 98-037902

CERTIFICATE OF REGISTRATION #

IF YOU ARE UNCERTAIN AS TO WHETHER YOU HAVE SUCH A NUMBER OR HAVE ANY QUESTIONS, PLEASE CONTACT THE STATE BOARD OF EQUALIZATION AT WWW.BOE.CA.GOV OR CALL 1.800.400.7115.

QUOTE F.O.B. DELIVERED.

FREIGHT PREPAID AND ALLOWED VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S)

COUNTY: TAKES OWNERSHIP AT DESTINATION

EQUIPMENT OFFERED MAY BE NEW, UNUSED, CURRENT MODELS.

SPECIFICATIONS OF EQUIPMENT DESCRIBED HAVE BEEN DEEMED ADEQUATE TO SATISFY THE PERFORMANCE REQUIREMENTS OF THE REQUISITIONING DEPARTMENT. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE AN AWARD ON EQUIPMENT WHICH MEETS FUNCTIONAL NEEDS AND IS SUITABLE FOR THE SERVICE REQUIRED.

BIDDERS SHALL RETURN SPECIFICATION SHEET FULLY COMPLETED STATING ANY EXCEPTION TO SPECIFICATION IN LETTER FORM, FAILURE TO COMPLY WITH INSTRUCTIONS MAY BE CONSIDERED SUFFICIENT REASON FOR REJECTION OF YOUR OFFER.

BIDDER MUST COMPLETE RIGHT HAND COLUMN OF ANY ATTACHED SPECIFICATION SHEET WHEN TAKING EXCEPTION TO A SPECIFIC ITEM. INDICATE SUCH EXCEPTION IN THE SPACE PROVIDED. IF QUOTING AS SPECIFIED ON AN ITEM, INDICATE IN THE SPACE "AS SPECIFIED".

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO REJECT ALTERNATIVE OFFERS WHEN THE POTENTIAL SAVINGS WILL NOT OFFSET THE COST TO TEST. DETERMINATION OF "COST TO TEST" WILL BE AT THE SOLE DISCRETION OF THE COUNTY OF LOS ANGELES.

UNLESS OTHERWISE QUALIFIED BY BIDDER, THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO MAKE ONE TOTAL AWARD, ONE AWARD EACH SECTION OR A COMBINATION OF AWARDS, WHICHEVER IS IN THE BEST INTEREST OF THE COUNTY.

PRE-PRINTED TERMS AND CONDITIONS/BIDDERS CONTRACT DOCUMENTS APPEARING ON THE REVERSE SIDE OF LETTERS SUBMITTED WITH THE BID AND/OR BIDDERS SPECIFICATIONS MATERIAL AND CONTRACT DOCUMENTS WILL BE DISREGARDED IN THE ABSENCE OF A POSITIVE WRITTEN STATEMENT FROM BIDDER THAT ALL OR A PARTICULAR PORTION OF SUCH WRITINGS ARE IN ADDITION TO OR SUPPLEMENT THE COUNTY TERMS AND CONDITIONS.

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT FORMULATED FROM THIS INQUIRY IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PRODUCE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURITY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET RATE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE
SPECIAL TERMS & CONDITIONS

REQUEST FOR BID
SO NO: RFB-IS-11201188-1

BID DUE: 05/26/11 12:00:00 PM

PAGE 27

COMPANY

Please Mail to:
Wondries Fleet Group
1247 W. Main Street
Alhambra, CA 91801

SOLE JUDGE IS THE REESE COMPANY.

STATE HERE THE MANUFACTURER'S WARRANTY COVERING PRECEDING
EQUIPMENT ON PARTS: ________________________________
ON LABOR: ________________________________

EACH EQUIPMENT ITEM AND RELATED WARRANTY SERVICE WILL BE AWARDED
ON A LOT TOTAL BASIS.

VEHICLE PAYMENT

UPON DELIVERY OF VEHICLES, VENDOR MUST SUPPLY ONE (1) COPY OF THE
ORIGINAL PURCHASE ORDER ALONG WITH ONE (1) COPY OF THE COMPLETED
SPECIFICATIONS WITH EACH VEHICLE.

ALSO, VENDOR MUST SEND THE ORIGINAL COPY OF THE VEHICLE INVOICE
TO THE BILLING ADDRESS LISTED ON THE PURCHASE ORDER.

IF THESE INSTRUCTIONS ARE NOT COMPLETED AS REQUIRED, VENDOR
PAYMENT(S) MAY BE DELAYED.

ALL CHARGES, E.G., TRANSPORTATION, PACKING, INSTALLATION, MUST BE
INCLUDED IN THE BID. NO CHARGES WILL BE ALLOWED UNLESS SPECIFIED
IN THE BID.

DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES
NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE
DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE
DISCRETION, CANCEL OR TERMINATE THIS PURCHASE ORDER. SUCH
CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY.
SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY, AT ITS SOLE
DISCRETION, PRODUCE THE ITEMS OR SERVICES FROM OTHER SOURCES AND
VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS,
DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

SHOW ESTIMATED MILES PER GALLON BASED ON THE LATEST EPA MILEAGE
GUIDE-CALIFORNIA. ________ CITY ________ HWY. ________

STATE MAKE AND MODEL YOU OFFER. 2011 Ford P7B

DELIVERY TO BE MADE VIA FULL MOUNT TRUCK ________ OR RAIL ________ (CHECK ONE)

STATE LOCATION OF FACTORY: ________

QUOTE PRICE PER UNIT DELIVERED: ________

IN LINE WITH OUR ENERGY CONSERVATION PROGRAM, CONSIDERATION WILL
BE GIVEN TO EQUIPMENT THAT USES FUEL OR ENERGY IN THE MOST
EFFICIENT MANNER, CONSISTENT WITH THE OPERATIONAL NEEDS OF THE
USING DEPARTMENT.

EVALUATION AND AWARD: (FOR VEHICLES UNDER 8000 GVW)
AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE BIDDER MEETING
SPECIFICATIONS BASED ON THE LIFE CYCLE COST (L.C.C.) METHOD. THE
L.C.C. VALUE WILL BE BASED ON VALUE LESS DISCOUNTS (WHEN
APPLICABLE), PLUS SALES TAX PLUS FUEL COST DURING LIFE OF VEHICLE.
BIDDER SHALL PURCHASE THE MILES PER GALLON (MPG) PER UNITED
STATES, ENVIRONMENTAL PROTECTION AGENCY/U.S. DEPARTMENT OF ENERGY
DATA AS PUBLISHED IN THE LATEST MILEAGE GUIDE-CALIFORNIA.

LIFE CYCLE COST (L.C.C.) = VALUE - DISCOUNT+ SALES TAX FUEL COST

L.C.C. DETERMINING FACTORS:
VALUE = PRICE QUOTED BY BIDDER.
DISCOUNT - CASH OR TRADE DISCOUNTS ALLOWED BY BIDDER
SALES TAX LOCAL AND STATE
FUEL COST - TOTAL MILES DRIVEN X COST PER GALLON ________ MPG
(FUEL COSTS WILL BE TAKEN FROM THE CURRENT L.A. COUNTY CONTRACT)

This solicitation IS NOT for a federally funded purchase. Only Local Small Business Enterprises
certified by the Office of Affirmative Action Compliance are eligible for the Local SBE Preference.

PROCUREMENT RATED AS COMPLEX
<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>COMMODITY / SERVICE DESCRIPTION</th>
<th>QUANTITY/FROMTO</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXT. AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VEHICLE - SEDAN, POLICE PACKAGE, FRONT ENGINE, 4.6 LITER / V-8 ENGINES, 4-SPEED AUTO, BLACK &amp; WHITE - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A. VEHICLE SHALL BE TESTED AND CERTIFIED AS &quot;HIGH SPEED POLICE PACKAGE VEHICLE&quot; AT THE LASD'S MOST RECENT ANNUAL &quot;LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM.&quot; UNLESS SPECIFIED ELSEWHERE SHIP TO: COMM &amp; FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063 COMM AND FLEET MGMT BUREAU</td>
<td>100.00</td>
<td>EA</td>
<td>25.07</td>
<td>2507.00</td>
</tr>
<tr>
<td>2</td>
<td>NEW TIRE TAX FEE (5 TIRES X 100 VEHICLES) - PER THE ATTACHED SPECIFICATIONS LABELED AS EXHIBIT A. VEHICLE SHALL BE TESTED AND CERTIFIED AS &quot;HIGH SPEED POLICE PACKAGE VEHICLE&quot; AT THE LASD'S MOST RECENT ANNUAL &quot;LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM.&quot;</td>
<td>500.00</td>
<td>EA</td>
<td>1.75</td>
<td>875.00</td>
</tr>
</tbody>
</table>

REFERENCE:
RQN #: 11020011
APR APPROVAL CODE: 11FX87143
FUND: A01
UNIT: 15757 - COMM. & FLEET MGT. BUREAU
OBJECT CODE: 6649 (FIXED ASSET)
ACTIVITY CODE: PVEN
FUNDED BY: CPMS GENERAL FUNDS - FIXED ASSET
VEHICLE ASSIGNMENT: VARIOUS UNITS
UNLESS SPECIFIED ELSEWHERE SHIP TO:
COMM & FLEET MGMT BUREAU 15757 1104 N. EASTERN AVENUE DOOR #50 LOS ANGELES, CA 90063 COMM AND FLEET MGMT BUREAU
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
VEHICLE SPECIFICATION SHEET

<table>
<thead>
<tr>
<th>VEHICLE TYPE</th>
<th>SHERIFF'S HIGH SPEED, BLACK &amp; WHITE POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUDGET PERIOD</td>
<td>FY 10/11</td>
</tr>
<tr>
<td>REQUISITION NO.</td>
<td>RQN-SH-11020011</td>
</tr>
<tr>
<td>QUOTATION NO.</td>
<td>RFB-IS-11201188</td>
</tr>
<tr>
<td>SPEC'S PREPARED BY / TELEPHONE NO.</td>
<td>Sergeant Kristi Yeager, CFMB., <a href="mailto:kjyeager@lasd.org">kjyeager@lasd.org</a> (323) 881-3983</td>
</tr>
<tr>
<td>END USER, (DEPT. UNIT) / REPRESENTATIVE</td>
<td></td>
</tr>
<tr>
<td>APPROVED BY (FLEET MANAGER)</td>
<td>Lt. Vance Duffy, CFMB, <a href="mailto:veduffy@lasd.org">veduffy@lasd.org</a> (323) 881-3982</td>
</tr>
<tr>
<td>VENDOR NAME</td>
<td>Wonderly Fleet Group</td>
</tr>
<tr>
<td>VENDOR ADDRESS</td>
<td>1247 W. Main St., Alhambra CA 91801</td>
</tr>
<tr>
<td>VENDOR PHONE #</td>
<td>(626) 457-5590</td>
</tr>
<tr>
<td>VENDOR REPRESENTATIVE</td>
<td>Joe Connell</td>
</tr>
</tbody>
</table>

SPECIAL INSTRUCTIONS

The successful vendor must allow the same prices to any additional participating agency that requests it, through the requested model year. Bid prices must be guaranteed for the current model year.

Vehicles shall be of the make, model and mechanically equipped as tested and certified as “High Speed Police Package Vehicles” at the Los Angeles County Sheriff Department's most recent annual “Law Enforcement Vehicle Test and Evaluation Program.”

The final delivery date of the completed unit(s) / vehicle(s), may not exceed 180 days from the date the bid is awarded.
WARRANTY

1. Warranty to be standard manufacturer’s warranty as supplied with all vehicles sold by manufacturer.

2. Warranty work will be performed at a dealership in the area in which the vehicle is assigned.

3. WARRANTY PERIOD WILL START ON THE DAY THAT THE VEHICLE IS PUT INTO SERVICE BY THE LOS ANGELES COUNTY SHERIFF’S DEPARTMENT, NOT THE DATE OF VEHICLE DELIVERY. DELAYED WARRANTY START NOT TO BE LESS THAN EIGHTEEN MONTHS.

4. Use of other than original equipment parts will not void warranty.

5. Warranty card to be delivered to Sheriff’s Fleet Management Unit.

6. All vehicle components substituted or changed after bid is awarded, and any component deviations initiated at the discretion of vehicle manufacturer must be warranted by the manufacturer for parts replacement and parts installation. The warranty shall be effective from the day the vehicle is put into service by Sheriff’s Department.

EMISSION STANDARDS

1. Manufacturer’s Standard Equipment and all devices necessary to comply with the Federal Motor Vehicle Safety Standards will be included.

2. Vehicle must comply with all Federal Emission Standards on crankcase, exhaust, and applicable California State laws on crankcase and fuel emissions.
GENERAL SPECIFICATIONS AND STANDARDS

1. All equipment furnished will be subject to the approval of the Purchasing Agent, Director of Internal Services Department and the using Department.

2. The body, finish, and fittings shall be the latest model. They shall be new and not have been used in demonstrator or other service, and shall be factory standard in all respects and not in conflict with any specification requirements.

3. All standard equipment is to be included on the vehicle as listed in the 2011 model year brochure.

4. Trade names mentioned in these plans and specifications are not restrictive and are given only to indicate the type of material which will be acceptable. When furnishing other than these trade name items, they must be of equal or better quality, must be indicated in bidder’s proposal, and must be approved by the Los Angeles County Sheriff’s Department Fleet Manager.

5. All deviation(s) or component change(s) after the bid has been awarded, must first be proceeded by notification to the Sheriff’s Department Fleet Management Unit and acceptance/approval must be granted by the Sheriff’s Department’s Fleet Manager or his/her designated representative.

6. Thirty (30) copies of the Maintenance Service Manual and thirty (30) copies of the electrical wiring diagram manuals must be furnished by the successful bidder(s) within 45 days of the receipt of the Purchase Order or payment will be delayed. In addition, one (1) copy of all Technical Bulletins pertaining to selected vehicle shall be provided in a timely manner.

7. Bidders shall submit detailed literature of the vehicle they propose to furnish.

8. Failure to submit this information is sufficient cause for rejection of bid.

9. Dealer shall furnish Dealer’s Bill of Sale in the name of:
Los Angeles County Sheriff’s Department
1277 North Eastern Avenue
Los Angeles, California 90063.

10. Successful bidder shall provide within fifteen (15) days verification of dealer order. Verification is to be forwarded to the Fleet Manager.

11. Dealer to furnish invoice at time of delivery for each vehicle received.

12. Dealer shall furnish a list of all specialized tools and equipment needed for the repair of the vehicle and/or any related components.
PRE-DELIVERY INSPECTION – “PILOT VEHICLE”

1. Vendor to provide for pilot vehicle inspection at the assembly plant by one (1) representative of the Los Angeles County Sheriff’s Department. All pilot vehicle inspection travel arrangements shall be direct non-stop flights, between the most convenient points of both departure and destination. The scheduled flights will be during normal business hours. All related costs of the pilot vehicle inspection, including travel, lodging, and meals will be the responsibility of the vendor. In the event that a vendor representative will not accompany the Sheriff Department’s representative, the dealer will arrange for a rental car to be made available to the Sheriff Department’s representative, and will also provide a per diem to the Sheriff Department’s representative for lodging, meals, and vehicle rental prior to the actual travel.

2. Inspection to confirm vendor’s compliance to vehicle specifications.
DElIvERy

1. The vehicles delivered to the Los Angeles County Sheriff's Department by the successful bidder will be identical in every detail.

2. Vehicles will have the dealer preparation service work, normally performed by the dealer, completed before delivery.

3. Dealer preparation shall include the removal of all window stickers, transport papers, etc., that are adhered to the windows or any other portion of all vehicles. Vehicles shall not be delivered with any type of license plate frame or placard identifying the dealer's name.

4. The final delivery date of the complete order of vehicles may not exceed 180 days from the date the bid is awarded.

5. Vehicles, upon delivery, will be ready for service.

6. Delivery site of vehicles to be determined at a later date.

7. Vehicles will be delivered with a full tank of fuel.

8. Vehicles will either be delivered with all "non-installed and/or to be attached after delivery", components in the trunk of each respective vehicle, or prior to the vehicle(s) being delivered, components may be “drop-shipped directly to the Sheriff’s Fleet unit at:
   1104 N. Eastern Ave, Door # 50
   Los Angeles, CA 90063

9. If any components are “drop-shipped”, the packing slip(s) and/or shipping ticket(s) must have the corresponding “LA County ISD purchase order number” as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked will be refused.

10. Before any payment for the vehicle(s) is made, “documentation proof” that any and all, components have been paid for in full by the winning bidder, must be submitted to the Sheriff’s Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).
LIQUIDATED DAMAGES

All time limits stated in the Purchase Order are critical and mandatory. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful bidder and the Los Angeles County Sheriff’s Department that:

A delay in delivery would seriously affect the public and the operation of the Los Angeles County; that a reduction in the unit price of twenty-five dollars ($25) per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time, therefore, the County and the successful bidder hereby establish said reduction in the unit price of twenty-five dollars ($25) per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful bidder on or before the time specified in the Purchase Order.

Liquidated damages shall not apply to time elapsing between date of delivery and date of notification to the successful bidder or rejection of sub-specification material. The above conditions may be invoked if deliveries exceed the specified time or if replacement of material not meeting specifications exceed the specified time.

Should the successful bidder be obstructed or delayed in the work required to be done herewith by changes in the work or by default, act, or omission of the Sheriff’s Department, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions arising out of the defense or war program, then the time of completion shall be extended for such periods as may be agreed upon by the Sheriff’s Department and the successful bidder.

If there is insufficient time to grant such extensions prior to completion date of the contract, the Sheriff’s Department may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.

In the event that the successful bidder is on strike at the time of the award of the bid, the Sheriff’s Department reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.
BIDDER INSTRUCTIONS

Bidders will use box provided at left margin. A check mark therein will be considered by the Sheriff's Department as indication that bidders are meeting or exceeding that portion of the specification. Any deviations of specifications are to be noted by the bidder to right or specification form under “Bidder’s Exceptions.” Any “equivalent” substitution of specified items or parts, must be with the prior approval of the Sheriff’s Fleet Manager.

<table>
<thead>
<tr>
<th>CHASSIS</th>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Body on frame.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Front engine.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rear wheel drive.</td>
<td></td>
</tr>
<tr>
<td>Wheel base</td>
<td></td>
</tr>
<tr>
<td>[ ] 114.6 inches.</td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td></td>
</tr>
<tr>
<td>[ ] Front - Independent, SLA with ball joint lower, coil spring and stabilizer bar.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rear - 4 bar link, with Watt’s linkage, coil spring, and stabilizer bar.</td>
<td></td>
</tr>
<tr>
<td>Steering</td>
<td></td>
</tr>
<tr>
<td>[ ] Power, rack and pinion steering. Power steering should be engineered as to provide maximum road feel and handling.</td>
<td></td>
</tr>
<tr>
<td>CHASSIS (continued)</td>
<td>BIDDERS EXCEPTIONS</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Brakes</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[] Power disk brakes required on both front and rear.</td>
<td></td>
</tr>
<tr>
<td>[] 4-wheel Anti-lock brake system (ABS) required.</td>
<td></td>
</tr>
<tr>
<td>[] Brake performance capacity.*</td>
<td></td>
</tr>
<tr>
<td>* Semi-metallic lining or wet and dry performance equivalent must be furnished. Brake material must be exactly as tested and certified at the last L.A.S.D. Law Enforcement Vehicle Test and Evaluation Program.</td>
<td></td>
</tr>
<tr>
<td>Tires and Wheels</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[] Five (5) each, radial tires and wheels per vehicle.*</td>
<td></td>
</tr>
<tr>
<td>[] Tire size not smaller than P235/55R17.</td>
<td></td>
</tr>
<tr>
<td>[] Tires must conform to Attachment 1&quot;.</td>
<td></td>
</tr>
<tr>
<td>[] Blackwall tires only, whitewall tires are not acceptable.</td>
<td></td>
</tr>
<tr>
<td>[] 17&quot; black steel wheels, with factory standard metal center wheel cap covers.</td>
<td></td>
</tr>
<tr>
<td>[] All tires supplied shall be of the make and model as tested and certified at the Los Angeles County Sheriff's Department &quot;Law Enforcement Vehicle Test and Evaluation Program.&quot;</td>
<td></td>
</tr>
<tr>
<td>* &quot;Space Saver&quot; type spare tires not acceptable</td>
<td></td>
</tr>
</tbody>
</table>
### DRIVE TRAIN

<table>
<thead>
<tr>
<th>Engine</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Fuel injected, water cooled, gasoline.</td>
</tr>
<tr>
<td>[ ] Engine to be 4.6 liter minimum, V8 SOHC design.</td>
</tr>
<tr>
<td>[ ] 250 horsepower minimum @ 4900 RPM, on 87 octane gasoline.</td>
</tr>
<tr>
<td>[ ] 297 ft. lb. torque minimum @ 4000 RPM on 87 octane gasoline.</td>
</tr>
<tr>
<td>[ ] Pulley sizes and arrangements identical on all vehicles delivered.</td>
</tr>
<tr>
<td>[ ] Oil filter to be manufacturer’s standard.</td>
</tr>
<tr>
<td>[ ] Accessories to be identical on all vehicles delivered.</td>
</tr>
</tbody>
</table>

### BIDDERS EXCEPTIONS

**AS SPECIFIED**

### Cooling System

<table>
<thead>
<tr>
<th>Radiator</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Radiator must be heavy-duty of sufficient capacity to have passed all previous heat tests performed during the most recent Los Angeles County Sheriff’s Department “Law Enforcement Vehicle Test and Evaluation Program.”</td>
</tr>
<tr>
<td>[ ] Coolant recovery system is required and identical on all vehicles delivered. *</td>
</tr>
<tr>
<td>[ ] All radiator/coolant hoses to be “EPDM” type, two (2) ply pre-formed constructed, to include bypass and heater hose.</td>
</tr>
<tr>
<td>[ ] Factory installed external engine and transmission oil coolers required.</td>
</tr>
</tbody>
</table>

* Recovery system must be factory-installed type. Dealer-installed after market systems will not be acceptable.
### SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN

<table>
<thead>
<tr>
<th>DRIVE TRAIN (continued)</th>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Automatic four (4) speed.</td>
<td></td>
</tr>
<tr>
<td>Rear Differential</td>
<td></td>
</tr>
<tr>
<td>[ ] 3.27 axle ratio</td>
<td></td>
</tr>
<tr>
<td>Fuel Tank</td>
<td></td>
</tr>
<tr>
<td>[ ] The fuel tank capacity shall be sufficient to provide a minimum cruising range of 300 miles, based on the Sheriff's Department latest &quot;Fuel Efficiency Evaluation Test&quot; and still allow a 10% reserve.</td>
<td></td>
</tr>
</tbody>
</table>

### ELECTRICAL

<table>
<thead>
<tr>
<th></th>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Dry Cell Battery or Department Approved Equal, 12 volt, negative ground, 750 C.C.A., maintenance free.</td>
<td>750 CCA Standard Wet Cell Battery AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Alternator, 200-amp output minimum.</td>
<td></td>
</tr>
<tr>
<td>[ ] Alternator, 40-amp output at 700 engine RPM.</td>
<td></td>
</tr>
<tr>
<td>[ ] Ignition, electronic-type.</td>
<td></td>
</tr>
<tr>
<td>[ ] Ignition high tension wiring required to be heat resistant.</td>
<td></td>
</tr>
<tr>
<td>[ ] Wiring on all vehicles to be identical.</td>
<td></td>
</tr>
</tbody>
</table>
## Specifications - Sheriff's High Speed, Black & White, Police Package, Full-Size, 4-Door Sedan

<table>
<thead>
<tr>
<th>Body</th>
<th>Bidders Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exterior</strong></td>
<td><strong>As Specified</strong></td>
</tr>
<tr>
<td>[ ] Four-door sedan.</td>
<td></td>
</tr>
<tr>
<td>[ ] Framed door windows required.</td>
<td></td>
</tr>
<tr>
<td>[ ] Factory tinted glass throughout.</td>
<td></td>
</tr>
<tr>
<td>[ ] Full body side moldings, including front door, <strong>installed</strong>.</td>
<td></td>
</tr>
<tr>
<td>[ ] Black and White color scheme. Paint layout will be provided to successful bidders. No premium for clear-coat colors.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Interior</th>
<th><strong>As Specified</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Driver's and front passenger's side front airbags.</td>
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<tr>
<td>[ ] Front seat side airbags.</td>
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<tr>
<td>[ ] Padded dashboard, non reflective.</td>
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<tr>
<td>[ ] Rearview mirror, inside (day/night type).</td>
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<tr>
<td>[ ] Gauge cluster (volt, oil pressure, water temperature, and fuel.)</td>
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</tr>
<tr>
<td>[ ] Speedometer head to indicate speeds to 120 MPH and be accurate +2 MPH at 80 MPH. Certification of speedometer calibration to be furnished.</td>
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</tr>
<tr>
<td>[ ] Cigarette lighter, front only.</td>
<td></td>
</tr>
<tr>
<td>[ ] Second auxiliary 12 volt power outlet in front passenger area.</td>
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</tr>
<tr>
<td>[ ] Ashtrays in front only.</td>
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<tr>
<td>BODY (continued)</td>
<td>BIDDERS EXCEPTIONS</td>
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</tr>
<tr>
<td>Interior (continued)</td>
<td>AS SPECIFIED</td>
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<tr>
<td>[ ] “Delete” round 5” interior Dome Map Light.</td>
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<tr>
<td>[ ] Vehicle’s interior light(s), shall be inoperative when doors open, switch controlled.</td>
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<tr>
<td>[ ] Heavy-duty, black rubber floor matting.</td>
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<td></td>
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<tr>
<td>Seats</td>
<td></td>
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<tr>
<td>[ ] Heavy-duty, 40/40 or 45/45 seats (9&quot; minimum between seats.)</td>
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<tr>
<td>[ ] Heavy-duty, foam rubber in all seats required.</td>
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<td></td>
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<tr>
<td>Upholstery</td>
<td></td>
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<tr>
<td>[ ] Insulated headliner.</td>
<td></td>
</tr>
<tr>
<td>[ ] Solid or breathable vinyl side panels.</td>
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</tr>
<tr>
<td>[ ] Front seats to be heavy-duty cloth, rear seat to be heavy duty vinyl.</td>
<td></td>
</tr>
<tr>
<td>[ ] Solid vinyl armrests (front only).</td>
<td></td>
</tr>
<tr>
<td>[ ] Color of seats to be selected by Los Angeles County Sheriff’s Department and will be the same color in all Black and White vehicles.</td>
<td></td>
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</tbody>
</table>
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<table>
<thead>
<tr>
<th>BODY (continued)</th>
<th>BIDDERS EXCEPTIONS</th>
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</thead>
<tbody>
<tr>
<td><strong>Trunk</strong></td>
<td><strong>AS SPECIFIED</strong></td>
</tr>
<tr>
<td>[ ] Gas tank utilized as floor trunk <em>will not be acceptable.</em></td>
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<tr>
<td>[ ] Floor mat in trunk.</td>
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<tr>
<td>[ ] Deck lid, when opened remotely, must be restrained in order to prevent damage to the hinges.</td>
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</tr>
<tr>
<td>[ ] Deck lid must remain in the full open position when opening manually.</td>
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</tr>
<tr>
<td>[ ] Trunk light to be installed and connected to turn on automatically when deck lid is opened.</td>
<td></td>
</tr>
<tr>
<td>FACTORY INSTALLED ACCESSORIES</td>
<td>BIDDERS EXCEPTIONS</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>[ ] Multiple speed electric windshield wipers with intermittent feature.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Air conditioning, factory-installed.</td>
<td></td>
</tr>
<tr>
<td>[ ] Heater, integral with air conditioning.</td>
<td></td>
</tr>
<tr>
<td>[ ] Dual, outside, power, right and left rear view door mount mirrors, non-glare, not less than 15 square inches of mirror area. Convex-type is acceptable on right side only.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rear power and/or manual door locks must be inoperable from rear doors.</td>
<td></td>
</tr>
<tr>
<td>[ ] Interior rear door handles must be inoperable.</td>
<td></td>
</tr>
<tr>
<td>[ ] Rear power windows must be inoperable from rear doors only.</td>
<td></td>
</tr>
<tr>
<td>[ ] Front passenger window to be operable by driver and front passenger.</td>
<td></td>
</tr>
<tr>
<td>[ ] Vehicles to have spotlights, two (2) each, Unity Model 225 or Department Approved Equal, 12-volt, with Halogen bulbs, 100,000 candle power minimum, mounted on left and right door post. Spotlights to be factory-installed or if after market installation is to be used, factory spotlight prep package must be ordered and Sheriff’s Department must approve of installer. Spotlights must be wired to fuse panel with separate fuse for each spotlight or in-line fuse readily accessible for maintenance. Fusible link and/or connectors are not acceptable.</td>
<td></td>
</tr>
</tbody>
</table>
**SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN**

<table>
<thead>
<tr>
<th>KEYS AND ENTRY SYSTEM(S)</th>
<th>BIDDERS EXCEPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Single-key locking system in all vehicles, including trunk and glove compartment.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] All vehicles keyed identical. <strong>NO CHIPPED KEYS.</strong></td>
<td></td>
</tr>
<tr>
<td>[ ] All vehicles provided with four (4) keys. <em>Aluminum keys are not acceptable.</em></td>
<td></td>
</tr>
</tbody>
</table>
| [ ] *NOTE:* The key code will be selected when Purchase Order is awarded.  
  *After the bid is awarded, the successful bidder shall obtain the designated key code from Hiroshi Aramaki at (323) 821-0664.* | |
| [ ] Engine compartment hood shall be controlled from inside the vehicle by a release lever and/or switch, located on the left side (driver's area) of the vehicle. | |
| [ ] Two (2) electric remote deck lid (trunk) release buttons shall be installed by the manufacturer. One on the driver's door, the other on the instrument panel (accessible to the front passenger.) Remote buttons must be functional only when ignition is on (ignition powered.) | |

**SPECIALITY ITEMS AND INSTRUCTIONS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] Vehicles to be equipped with radio interference suppression package, meeting described specifications.</td>
<td>AS SPECIFIED</td>
</tr>
<tr>
<td>[ ] Vehicles to be delivered with a full tank of fuel.</td>
<td></td>
</tr>
<tr>
<td>[ ] Each vehicle shall be delivered with one seat belt extender.</td>
<td></td>
</tr>
<tr>
<td>[ ] Any manufacturer installed daytime running lights must be inactivated.</td>
<td></td>
</tr>
</tbody>
</table>
## SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN

### ADDITIONAL BIDDER SUPPLIED ITEMS

**NOT INSTALLED / NEW IN-BOX / DELIVERED WITHIN EACH VEHICLE**

<table>
<thead>
<tr>
<th>Prisoner Compartment Illumination:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Included with each vehicle will be a white Impaxx LED light to be mounted onto the prisoner protective partition.</td>
</tr>
<tr>
<td>Part # IPX300-5 White or Department Approved Equal</td>
</tr>
<tr>
<td><strong>Contact:</strong> Sam Davis, Regional Manager</td>
</tr>
<tr>
<td><strong>Federal Signal Corporation</strong></td>
</tr>
<tr>
<td><strong>Phone # (951)202-5577</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Push Bumper:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Included with each vehicle will be a push bumper manufactured by “Go Rhino.” Part # 5038 or Department Approved Equal.</td>
</tr>
<tr>
<td>The Los Angeles County Sheriff’s Department will be responsible for providing Go Rhino Products with a red LED light and bezel, to be used as an exemplar, along with the location in which the required mounting holes must be drilled through the push bumper prior to shipping to the Los Angeles County Sheriff’s Department.</td>
</tr>
<tr>
<td><strong>Contact:</strong> Miguel</td>
</tr>
<tr>
<td><strong>Go Rhino Products</strong></td>
</tr>
<tr>
<td><strong>Phone (714) 257-7389</strong></td>
</tr>
<tr>
<td>Push Bumper Lights:</td>
</tr>
<tr>
<td>--------------------</td>
</tr>
<tr>
<td>[ ] Included with each vehicle will be a pair of “Whelen”, Red Flashers, Model # 5VR02ZRR or Department Approved Equal.</td>
</tr>
<tr>
<td>[ ] Surface Mount Flanges SLSMAB or Department Approved Equal</td>
</tr>
</tbody>
</table>

*Contact: Carlos Alcaraz, Territory Manager Wattco*
*Phone #: (213) 500-8585*
### ADDITIONAL BIDDER SUPPLIED ITEMS (continued)

**NOT INSTALLED / NEW IN-BOX / DELIVERED WITHIN EACH VEHICLE**

<table>
<thead>
<tr>
<th>Item</th>
<th>Bidders Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prisoner Hard Seat</td>
<td>AS SPECIFIED</td>
</tr>
</tbody>
</table>
| Included with each vehicle will be a “Laguna 3P Hard Seat” or Department Approved Equal with molded arm pockets. Model F2501FB or Department Approved Equal, Los Angeles County Sheriff’s Department Version. “ABS” or better, KV2011 material used to construct new seats molds. **References:** Laguna Manufacturing, Inc. 
**Contact:** Ralph Harpster 
1(800) 516-2322 |                  |
| Prisoner Partition                        | AS SPECIFIED       |
| Included with each vehicle will be a Prisoner Partition, with the plastic shield behind the driver and passenger and the screen in the middle. Part # TP-DELUXE-SB-SS or Department Approved Equal | |
| Prisoner Partition Mounting kit “Big Boy” |                    |
| Part # 2-mnt-pcv09-BB or Department Approved Equal |                  |
| Prisoner Partition Kick Panel             |                    |
| Part # 2-KP-PCV-SS-R or Department Approved Equal |                  |
| Prisoner Partition Mounting Bracket, part #AC-LACO-LED, for LED light or Department Approved Equal | |
| **References:** Troy Sheet Metal Works:   |                    |
| **Contact:** Bebe Bornais                 |                    |
| (323) 724-0351                            |                    |
**Electromagnetic Capability**

Electromagnetic Interference Susceptibility Vehicle is intended for use in presence of electromagnetic fields resulting from use of public safety two-way radios. Vehicle performance shall be affected in any way by transmissions from a radio and antenna installed in the vehicle and operating in any of the frequency ranges of 30 to 50-MHZ, 150 to 174-MHZ, 450 to 512-MHZ, and 800 to 900-MHZ and having a radio frequency output no less than 100-watts. Vehicle performance shall not be affected by the presence of another vehicle equipped with the above described radio and operated adjacent to the subject vehicle. Radiated and Conducted Electromagnetic Interference Vehicle systems and accessories shall be designed to minimize interference with the use of public safety radio receivers or electronic sirens or sound amplifiers. The effective sensitivity of a receiver installed in the vehicle shall not be reduced by more than the amount tabulated below for each frequency band.

<table>
<thead>
<tr>
<th>Frequency Band</th>
<th>Allowable Degradation</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 to 50-MHZ</td>
<td>15 dB</td>
</tr>
<tr>
<td>150 to 174-MHZ</td>
<td>5  dB</td>
</tr>
<tr>
<td>450 to 512-MHZ</td>
<td>3  dB</td>
</tr>
<tr>
<td>800 to 900-MHZ</td>
<td>3  dB</td>
</tr>
</tbody>
</table>

Degradation is defined as the difference in effective receiver sensitivity measured with the vehicle engine and accessories turned off and that measured with the engine and accessories turned on. Sensitivity is measured in terms of the 12 dB S/Nad signal as defined in EIA Standard RS-204. To determine effective sensitivity, the receiver is connected to the antenna through an isolating tee connector which allows introduction of the signal generator through the isolated port. Comparative signal strength readings are then taken with and without the interference present.
SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE,  
POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN

ATTACHMENT #1

TIRE SPECIFICATIONS

These specifications pertain to high-speed tires intended for use on Los Angeles County Sheriff's  
Department patrol vehicles and other emergency vehicles in extremely heavy duty applications.  
Vehicles range from full size to compact and are occasionally operated at speeds in excess of 100  
miles per hour under a wide range of conditions, including ambient temperatures to 120° F.  
Tires are to be certified by manufacturer for operation at speeds of 125 miles per hour, or greater.

A. SPECIFICATIONS

a. Tires supplied under this set of specifications shall be new, standard  
   production tires expressly designed for heavy-duty, high-speed operation.  
   They must feature exceptional safety, stability, handling, and stopping  
   characteristics during all types of maneuvers.

b. Tire construction shall be of the radial belted type.

c. Regardless of construction, any tire submitted must be certified for police use  
   by the tire manufacturer.

d. Tires requiring in excess of 3-1/2 oz. of counterbalance weights to attain  
   proper balance will be deemed unacceptable.

e. Tire size will vary to accommodate the needs of the Sheriff’s Department  
   fleet.

f. All tires supplied shall be of the make and model as tested and certified at the  
   last Los Angeles County Sheriff’s Department ALaw Enforcement Vehicle  
   Test and Evaluation Program.”
SPECIFICATIONS - SHERIFF'S HIGH SPEED, BLACK & WHITE, POLICE PACKAGE, FULL-SIZE, 4-DOOR SEDAN

DELIVERY:

Los Angeles County Sheriff's Department
Fleet Management Unit
1104 N. Eastern Avenue, Door #50
Los Angeles, CA 90063
(213) 267-2511

SPECIAL INSTRUCTIONS:

If any components are "drop-shipped", the packing slip(s) and/or shipping ticket(s) must have the corresponding "LA County ISD purchase order number" as related to the vehicle(s) being purchased, legibly printed on it/them. Shipments not so marked will be refused.

Before any payment for the vehicle(s) is made, "documentation proof" that any and all, components have been paid for in full by the winning bidder, must be submitted to the Sheriff's Fleet operations office. Failure to do so will be considered an incomplete delivery and delay any payment(s).

Upon delivery no dealer decals or license plate identifiers.

Dealer shall notify Sheriff's Department Fleet Unit a minimum of 24 hours prior to delivery. Vehicle(s) and components will not be accepted after 2:00 pm.

All State of California Department of Motor Vehicle paperwork, and invoicing MUST accompany each vehicle at time of delivery. There shall be one invoice per vehicle.

At time of delivery, all vehicles MUST meet all specifications as written, NO EXCEPTIONS.

At time of delivery, dealer shall furnish Dealers Report of Sale in the name of:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
1277 N. EASTERN AVENUE
LOS ANGELES, CA 90063
<table>
<thead>
<tr>
<th>NO</th>
<th>COMPANY NAME</th>
<th>DATE</th>
<th>SAMPLES</th>
<th>INITIAL</th>
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<tbody>
<tr>
<td>1</td>
<td>Wonder's Fleet Group</td>
<td>5-26-11</td>
<td>✔️</td>
<td>SA</td>
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</table>

Bid Responses: 1
No Bid Responses: 0
Total: 1
AGENDA DESCRIPTION:
Consideration and possible action regarding a thirty (30) day provisional appointment extension for the position of Interim Administrative Specialist in the Fire Department. 
(Fiscal Impact: $2,100)

RECOMMENDED COUNCIL ACTION:
1. Approve the thirty (30) day provisional appointment extension for the position of Interim Administrative Specialist;
2. Alternatively, discuss and take other actions related to this item.

ATTACHED SUPPORTING DOCUMENTS:
El Segundo Code Section 1-6-13

FISCAL IMPACT: $2,100
Amount Budgeted: None
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Kevin S. Smith, Fire Chief
REVIEWED BY: Kevin S. Smith, Fire Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
The Fire Department had been staffed with two Administrative Specialist positions for many years. In 2007, one of those positions was downgraded to Office Specialist II in order to reduce the budget. In 2010, the remaining Administrative Specialist position in the Fire Department was eliminated to reduce the budget. Elimination of the higher level position of Administrative Specialist resulted in duties and responsibilities such as billing and collections not being able to be performed by the lower classification of Office Specialist II. This has created an extraordinary hardship on the Fire Department’s Senior Management Analyst by causing that position to have to absorb the billing and collections duties along with numerous other duties and responsibilities through the various other positions that have been eliminated in the Fire Department in recent years. For the last six (6) months, the Fire Department has had the Office Specialist II serve in an interim role as Administrative Specialist to reduce the burden of the impacts on the Senior Management Analyst position. Staff is requesting that the City Council authorize that the provisional appointment be continued for an additional thirty (30) days. Staff intends to recommend that the City Council consider a permanent reclassification through the upcoming budget process.
In accordance with El Segundo Municipal Code Section 1-6-13(c), no person shall be employed by the City under provisional appointment for more than six (6) months in any fiscal year. The Code further states the provisional appointment may be extended for not more than thirty (30) days with Council approval. Therefore, staff is requesting a thirty (30) day extension through July 18, 2012.
restored to the same employment list from which the original appointment was made and in the same rank as when the original appointment was made.

F. Request For Certification: When request for certification from an employment list has been received, certification shall be made in conformance with the following provisions:

1. If a re-employment list exists for the class, the highest name on the list shall be certified for each vacancy to be filled. Promotional and/or open employment lists shall not be certified if there are any names on the re-employment list for the class.

2. If there are less than three (3) qualified names on the promotional list, the appointing power may request additional highest one or two (2) names to be certified from the open competitive list if the list exists.

3. If no re-employment or promotional lists exist, the Personnel Officer shall certify to the department head from the open competitive employment list as prescribed in subsection 1-6-9B of this Chapter.

4. Except for re-employment lists, when all appropriate employment lists for a class contain a total of fewer than three (3) names, the department head may, with approval of the City Manager, make provisional appointments until additional names are secured through another examination.

5. No person shall be appointed to any classified service position unless that person has the qualifications for the position as set forth in the specifications for the class.

G. Expiration Of Lists: Employment lists shall expire at such time as the Personnel Officer determines; provided, that:

1. Names shall remain on the re-employment list for a period of not less than three (3) years;

2. Promotional and open competitive lists shall have an expiration date of one year unless otherwise announced in the notice of examination. (Ord. 586, 4-10-1962)

1-6-13: APPOINTMENT IN CLASSIFIED SERVICE:

A. Basis For Appointments: Appointments and promotions to vacant positions in the classified service shall be based on merit and fitness to be ascertained as practicable by competitive examination. Appointments and promotions shall be made by the City Manager upon recommendation of the various department heads.

B. Names Transmitted By Personnel Officer: When appointments and promotions are to be made to vacancies in the classified service, the names of the highest eligible persons willing to accept appointment shall be transmitted by the Personnel Officer to the department head in the order in which they appear on the list as follows: for one vacancy the names of three (3), for two (2) or secondary vacancies the names of five (5), for each additional or each subsequent vacancy, three (3)
additional names shall be submitted and appointment shall be limited to any of these eligible persons.

C. **Provisional Appointment:** In the absence of appropriate employment lists, a provisional appointment may be made of a person meeting the qualifications established for the classification. Any employment list shall be established within six (6) months, for any permanent position filled by provisional appointment. No person shall be employed by the City under provisional appointment for a total of more than six (6) months in any fiscal year except that the City Manager may, with approval of the City Council, extend the period of any provisional appointment for not more than thirty (30) days by any one action.

D. **Special Credit Not Allowed:** No special credit shall be allowed in any examination or the establishment of any employment or promotional lists, for service rendered under a provisional appointment.

E. **Temporary Appointments:** Appointments to temporary, emergency and seasonal positions may but need not be made from eligible lists and those appointed shall not be in the classified service. Appointments of this type shall include temporary employment for the replacement of employees on leave of absence other than military leave, or vacation, emergency appointments to meet emergencies which threaten life, property or the general welfare of the City, or for work seasonal in nature.

F. **Filling Vacancy During Suspension:** During the period of suspension of any employee, or pending final action on proceedings to review the suspension, demotion or dismissal of an employee, the vacancy created may be filled only by temporary appointment.

G. **Transfer:** With the approval of the City Manager, an employee may be transferred by the department head from one position to another position in the same class or a comparable class at the same salary level. If the transfer involves a change from one department in the classified service to another department in the classified service, the department heads and the employee involved must consent thereto before the action shall be considered effective. Transfers shall not serve to affect in any way the status, rights and privileges of an employee under this Chapter.

H. **Reinstatement:** The department head may, with the approval of the City Manager, reinstate to a vacant position any person who has resigned in good standing to a position in a class or equivalent class in which he had acquired status in the classified service; provided, that the reinstatement is accomplished within one year of the date of resignation. A reinstatement may, at the discretion of the department head, take precedence over any employment list except a re-employment list. (Ord. 586, 4-10-1962)

**1-6-14: PROBATIONARY PERIOD:**

A. **Length Of Probation:** All original and promotional appointments shall be for a probationary period of one year. During the probation period the em-
AGENDA DESCRIPTION:

Consideration and possible action to authorize the City Manager to execute a License Agreement in a form approved by the City Attorney with Paul Rodriguez (P-Rod) Skate Experience to operate a skateboarding camp at the El Segundo Skate Park located at 405 East Grand Avenue. (Fiscal Impact: Estimated revenue of $2,000 in Reservation Fees)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to execute an agreement with The Paul Rodriguez (P-Rod) Skate Experience in a form approved by the City Attorney.

2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: Estimated revenue of $2,000 in Reservation Fees

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>001-300-0000-3879 Reservation Fees</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Alison Fiorini, Recreation Supervisor

REVIEWED BY: Bob Cummings, Director of Recreation and Parks

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The Department of Recreation and Parks has received a request by the Paul Rodriguez (P-Rod) Skate Experience to run their inaugural skateboarding camp at the El Segundo Skate Park on Thursday, Friday and Saturday, July 26-28, 2012. Professional Skateboarder Paul Rodriguez, founder of Paul Rodriguez (P-Rod) Skate Experience, is looking to promote awareness about his commitment to connecting and serving as a tangible role model for aspiring skateboarders. The Paul Rodriguez Skate Experience chose the El Segundo Skate Park as the camp location due to the all-inclusive amenities (skateboarding facility with restroom access).

The P-Rod Skate Experience will offer instruction in a variety of skateboarding techniques for ages 7 – 17 years old of all skill levels. The camp will be held from 9:00 am to 3:00 pm on each of the requested dates. Twenty professional and semi-professional skateboarders will serve as the staff personnel for the estimated 120 camp participants. The public will be notified of the Skate Park closure by posted signs at the facility prior to the start dates of the skateboarding camp.

In exchange for the use of the facility, P-Rod Skate Experience agrees to pay the City $2,000 in facility use and staffing fees as well as comply with all insurance requirements recommended by Risk Management. In an effort to respond to this facility request, staff recommends approving the License Agreement for July 26-28, 2012.
AGENDA DESCRIPTION:

Consideration and possible action regarding the non-competitive purchase of an infraMAP facilities management/tracking software system, data conversion services, training and associated hardware for field operations in the Water, Wastewater and Streets Division of Public Works. (Fiscal Impact: $62,000.00)

RECOMMENDED COUNCIL ACTION:

1. Waive bidding requirements pursuant to ESMC § 1-7-10 and authorize the City Manager to execute an agreement in a form approved by the City Attorney with E.H. Wachs Water Utility Products for purchasing the infraMAP facilities management/tracking software system, data conversion, training and associated hardware.

2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

InfraMAP Description

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $62,000.00
Additional Appropriation: No

Account Number(s):
501-400-7102-8109 (Water Enterprise: Software)
501-400-7102-8108 (Water Enterprise: Hardware)
501-400-7102-6223 (Water Enterprise: Training)
501-400-7102-6214 (Water Enterprise: Professional/Tech)
502-400-4301-8109 (Sewer Enterprise: Software)
502-400-4301-8108 (Sewer Enterprise: Hardware)
502-400-4301-6223 (Sewer Enterprise: Training)
502-400-4301-6214 (Sewer Enterprise: Professional/Tech)
001-400-4201-8109 (Street Services: Software)
001-400-4201-8108 (Street Services: Hardware)
001-400-4201-6223 (Street Services: Training)
001-400-4201-6214 (Street Services: Professional/Tech)

ORIGINATED BY: Gil Busick
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager
BACKGROUND AND DISCUSSION:

The Public Works Department maintains a complex infrastructure including but not limited to water, sewer and storm drain pipe, pumping stations, valves, manholes, fire hydrants, streets, sidewalks and street signs. Based on the size and complexity of system, implementation of a facilities management software system could significantly enhance staff's emergency response and routine maintenance capabilities by providing staff instantaneous access to infrastructure data directly in the field. The interactive software system includes mobile computers (e.g., tablets) that house GIS software as well as digital files/maps of City infrastructure. Because it is interactive, it allows for new field data to be input documenting routine operations and emergency responses throughout the city. It also allows staff to efficiently collect/input/analyze/report/retain critical infrastructure data in real time as needed in the field, and to effectively share the data across multiple divisions within the Public Works Department.

The data collection and retrieval systems currently used by Public Works staff in various divisions are antiquated and decentralized, resulting in multiple data formats and storage locations and making it difficult to obtain critical infrastructure information quickly or efficiently. The current systems also rely too heavily on the “institutional memory” of staff, which creates problems when staff members retire, leave or are absent.

In addition to enhancing emergency response procedures and routine maintenance, implementation of a centralized, electronic, facilities management software system has several other key benefits, including:

- It allows the Public Works Department to become more “proactive” rather than reactive regarding maintenance because the software allows users to set calendar and alarm notifications for replacement, repairs and upgrades.
- It enhances staff communication commitments with those residents who request to be notified of upcoming maintenance activities near their homes.
- It provides Public Works staff with visual/geographical tools to more effectively identify “hot spots” within the system, which in turn provide us better asset management and proactive response capabilities. For example, we can use digital data to identify 1) which streets consistently require the most repairs and then prioritize those segments for rehabilitation, 2) which areas of the City have the most sewer backups and thereby increase our cleaning/jetting activities, and 3) which water lines have the most main breaks and then prioritize replacement of those lines.
- It provides more accurate metrics for tracking and assessing staff workload within the Streets, Water and Wastewater Divisions.
- It provides additional information to help prioritize the City’s capital program through the CIPAC process.
- It virtually eliminates the need for field staff to visit City Hall to review infrastructure maps before conducting field work because those same maps will now available electronically on the mobile computers.

Most importantly, implementing this software package will significantly increase the amount of critical information that can be immediately shared between field crews and Engineering personnel. This dynamic collaboration will facilitate an increase in productivity and will reduce infrastructure downtime.
Staff reviewed three similar software platforms and collectively determined that infraMAP has superior capabilities relative to the other two. In addition to the standard boiler plate framework of the system, infraMAP can be easily tailored to each Division’s specific needs and grow as our needs change. The software was also the most user-friendly and simple to use, effectively shortening the learning curve of 20 field personnel. Other software packages reviewed were not as specifically geared towards assisting field crews in their daily operational tasks nor were they intuitive in their layout. Additionally, the infraMAP software:

- Seamlessly integrates valve turning applications with valve turning hardware that the Water Division will soon purchase.
- Has the ability to quickly generate reports in order to provide management with accurate and timely information as to the current condition of the infrastructure as a whole or by specific location.
- Organizes data collection activities by funneling all field data into one common database.
- Is compatible with the current ESRI GIS system currently utilized by the City of El Segundo.
- Has a pipeline trace tool that isolates main breaks and identifies those customers affected (perfect for main break response activities).

For these many reasons, staff recommends the purchase of the infraMAP facilities management system from E.H. Wachs Water Utility Products.
The BEST TOOL YOU CAN HAVE IN THE FIELD

In 2002, iWater created infraMAP® software to help its own crews work more efficiently. Originally designed to reduce overtime, eliminate paperwork, and make everyone’s job easier, the program has been perfected by the field personnel who use it everyday. After over a half-decade in the field, infraMAP® has evolved into the most powerful, user-friendly asset mapping tool on the planet.

FEATURES

- Simple, yet powerful interface is easy to learn and use
- Map can be configured to look like your existing atlas
- GPS automatically moves the map to your exact location
- Bring up your as-built drawings by clicking on the map
- Update assets from out in field and view maintenance history

- Record data directly from all Wade automated valve equipment
- Automatically calculate Fire Flow test data
- Get turn-by-turn driving directions to any asset or address
- Make notes and updates to the map with the Redline tool
- Pipeline Trace isolates main breaks and identifies affected

LEARN MORE

Interested to learn more about infraMAP®? Setup a live webcast right away and discuss your specific needs with one of our software professionals.

GET STARTED »

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http://inframapsoftware.com/products.html
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: June 5, 2012
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:
Consideration and possible action regarding approval of a revised Class Specification for the position of Building Safety Manager (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve the proposed Class Specification for Building Safety Manager.
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

FISCAL IMPACT: N/A

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ORIGINATED BY: Lisa Jenkins, Senior Human Resources Analyst
REVIEWED BY: Deborah Cullen, Director of Finance/Human Resources
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In anticipation of the recruitment, testing, and selection process to fill the current vacancy for Building Safety Manager, staff has determined the need to revise the class specification to more accurately reflect the position’s duties, responsibilities and requirements. In particular, a review of the classification specification revealed that updates needed to be made to the required licensing/certification requirements to correctly reflect the name and types of the certifications required for the position. Approval of the job description updates will enable staff to appropriately recruit, screen applications, and develop an appropriate selection process for the position. If the proposed changes are approved, it is anticipated that recruiting efforts will begin as soon as possible and the position will be filled prior to the end of the current fiscal year.
BUILDING SAFETY MANAGER

**Definition:** Under general direction, plans, manages, supervises and coordinates the staff and activities and operation of the Building Safety Division and may serve as the City's Building Official.

**Essential Functions:** Essential functions, as defined under the Americans with Disabilities Act, may include the following duties and responsibilities, knowledge, skills and other characteristics. This list of duties and responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.

**Characteristic Duties and Responsibilities:**

Plans, manages and coordinates the activity and operation of the Building Safety Division; services of and determines and develops policies and procedures for the operation of the Building Safety Division activities, including but not limited to checking plans, issuing permits and inspecting buildings for structural, electrical, mechanical, plumbing, zoning and fire prevention in compliance with state and federal laws, local codes, ordinances and regulations; tracking construction activity, permits issued and plan checks completed; may personally perform a variety of difficult plan checking activities.

Develops and improves processes to ensure the highest level of overall customer service experience through the City’s development process; Directs staff to provide the best customer service possible within appropriate policies, procedures and specifications.

Researches, analyzes and interprets code requirements, new materials and methods of construction; resolves field, design and office problems regarding the application or interpretation of codes and regulations.

Prepares, implements and monitors the Division budget; tracks revenue and expenditures; administers Developer Deposit Trust Accounts and Impact Fees; oversees the work of consultants in related activities.

Provides leadership, program development, management and coordination of programs and services; serves as liaison with the community, members of the building trades, professional groups and other external contacts and resources for the City.

Coordinates Division activities with other programs, departments or staff to ensure program delivery according to appropriate policies, procedures and specifications.

Resolves discrepancies or procedural problems and responds to program management and/or program delivery questions ensuring necessary follow-up occurs; controls program records for operational and budget accountability.

Confers with and advises staff and program participants by providing advice, problem solving assistance, answers to questions and interpretation of program goals and policy.
Directly and through subordinate supervisors, hires, directs work efforts and evaluates staff; provides for and/or conducts staff development; establishes work methods and standards; initiates corrective and/or disciplinary action and responds to grievances and complaints according to established personnel policies and procedures and in consultation with the Director and Human Resources.

**Knowledge, Skills and Other Characteristics:**

Knowledge of principles and practices of building safety, plumbing, electrical and mechanical systems and building safety.

Knowledge of Uniform California Building Standards Codes and the Uniform Fire Code, including building, mechanical, electrical, plumbing, disability access and other state codes.


Knowledge of plan checking methods and techniques.

Knowledge of methods, materials, techniques and practices employed in building inspection, design and construction.

Knowledge of budget preparation and implementation.

Knowledge of automated—business computing permit systems and ability to identify and generate required reports.

Knowledge of the principles and practices of effective management and supervision.

Knowledge of project management principles and practices.

Skill in conducting complex building inspections and plans checks.

Skill in reading complex blueprints/specifications and determining compliance with local codes.

Skill in program development, implementation and evaluation.

Skill in assessing objectives and operational requirements to develop and implement appropriate operational plans, policies and procedures.

Skill in managing, developing, motivating and evaluating staff.

Skill in managing special projects, activities and programs.

Skill in conducting research and preparing clear, concise and comprehensive reports.

Skill in understanding and applying complex regulations, procedures and guidelines.

Skill in communicating effectively orally and in writing.

Skill in using personal computers and job related software.

Skill in working under pressure, handling significant problems and tasks that arise simultaneously and/or unexpectedly.

Skill in establishing and maintaining effective working relationships with staff, other City employees, members of the building trades and the public.

**Licensing/Certification Requirements:**

International Code Council (ICC)BOE certification as a Combination Building Inspector or and a Certified Plans Examiner.

Valid California driver’s license

The ICC certification as a Building Official Certified Building Official is required within six (6) months of appointment.
Certified Access Specialist (CASp) certification by the state of California Division of State Architecture as an expert in disability access laws is highly desirable.

**Minimum Qualifications:**

Bachelor’s degree from an accredited college or university in Civil Engineering, Public Administration, Business Administration, Architecture or a directly related field; and five (5) years of professional experience as a structural engineer, journey level Building Inspector or Certified Plans Examiner, including experience engaged in building inspection, plan review and enforcement of building codes; including—and two (2) years of project management—or supervisory experience; or—an equivalent combination of education and experience may be considered.
AGENDA DESCRIPTION:
Consideration and possible action to approve Final Tract Map No. 64578, a residential lot located at 620 W. Imperial Ave.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve and accept the Final Tract Map No. 64578;
2. Authorize the appropriate City Official to sign and record said Map; or
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
None

FISCAL IMPACT: None

Amount Budgeted: $N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Stephanie Katsouleas, Public Works Director
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager 

BACKGROUND AND DISCUSSION:
The property owners of 616-620 W. Imperial have designed and constructed 12 new condo units in the northwestern section of town. As part of the development process, City Council adopted a resolution of intention to abandon an existing water easement on the property located at 620 W. Imperial Ave on October 4, 2011. The water easement was to "lay, maintain, repair, restore the size of, and remove pipes and conduits in, upon under or across said premises for the purpose of distributing and supplying water for domestic, industrial and irrigation purposes." The easement, which affects the entire project site, was granted to the Sausal Redondo Water Company No. 1 on August 18, 1925. The City of El Segundo was the successor agency to the Sausal Redondo Water Company No. 1 for the subject water easement. The Public Works Department confirmed that the water easement has not been utilized for decades and is no longer necessary. On November 15, 2011, City Council held a public hearing to abandon the water easement and adopted Resolution No. 4762 to vacate the 1925 water easement.

The Final Tract Map has been reviewed and approved by the Los Angeles County Department of Public Works. Staff has determined that Final Tract Map No. 64578 is in substantial conformance with the General Plan and applicable zoning and building ordinances, and is now ready for Council approval. After approval, it will be recorded in the County Recorder's Office.
AGENDA DESCRIPTION:
Consideration and possible action regarding a request for an Administrative Use Permit to allow the on-site sale and consumption of beer and wine (Type 41 State of California Alcoholic Beverage Control License) at an existing restaurant (Playa Blanca) located at 413 Main Street. Applicant: Susana Mangiante (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Receive and file this report without objecting to the approval to allow the on-site sale and consumption of beer and wine at an existing restaurant; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Crime and Arrest Statistics by Reporting Districts (RD)
2. Police Reporting Districts Map

FISCAL IMPACT: None
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

I. Background

In 1995, the City Council directed staff to bring all future ABC licenses to it for review. For alcohol sales at retail establishments, California regulations require a 30-day review and comment period after notifying local police and planning departments. The grounds of a protest, if any, should relate to public health, safety or welfare concerns. Based upon previous Council direction, staff is providing background information regarding this application.

II. Analysis

According to the Crime and Arrest statistics report prepared by the Police Department, the existing market is located in Reporting District (RD) 108. Based on the June – December 2012
reported data prepared by the Police Department, the district had a total of 6 Part I crimes (criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft and arson). The Reporting District is not considered a high crime area and the Police Department and the Planning and Building Safety Department do not object to the issuance of the license.

The property is developed with a 900 square-foot existing restaurant. The proposed hours of operation to sell alcohol will be daily from 11 AM to 10 PM. The proposed project site is located in Main Street District (MSD) Zone within the Downtown Specific Plan (DSP). The Zone requires approval of an AUP to sell alcohol (DSP Ch. VI(A)(4)). No entertainment, dancing, or amplified sound is proposed.

On April 30, 2012, the Director of Planning and Building Safety approved an Administrative Use Permit application (EA-967, AUP 12-02) for 413 Main Street. The Director's decision was forwarded to the Commission on May 10, 2012. On May 10, 2012, the Planning Commission chose to Receive and File the Administrative Use Permit for the alcohol license with conditions of approval.

The Department of Alcoholic Beverage Control (ABC) is responsible for running a complete background check on all alcohol license applicants, as well as conducting site inspections, before issuing any type of alcohol license.

III. Conclusion

Planning staff recommends that the Council receive and file this report without objecting to serve beer and wine for a Type 41 ABC license for the existing restaurant at 413 Main Street.
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**TOTALS** 299 132 431

Number of Reporting Districts = 53  
Average # of Part I Crimes per Reporting District = 6  
Average # of Felony/Misdemeanor Part I Crime Arrests per Reporting District = 2  
Average # of Crimes and Arrests per Reporting District = 2 
(Results from 07/01/2011 through 12/31/2011)  
High Crime Area per B&P Code Section 23958.4 = >20%
EL SEGUNDO POLICE DEPARTMENT

CRIME STATISTICAL REPORT

LOCATION:
BY REPORTING DISTRICT

REPORTED PERIOD:
JULY 1, 2011 - DECEMBER 31, 2011

CATEGORY:
PART I CRIME OFFENSES (ONLY)
PART I CRIME ARRESTS (ONLY)

HIGH CRIME AREA
GREATER THAN 20%

HIGH CRIME AREA
LESS THAN 20%

CITY OF EL SEGUNDO
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PLANNING COMMISSION:
MEETING: May 10, 2012

SUBJECT: Environmental Assessment No. EA-967 and Administrative Use Permit No. AUP 12-02

APPLICANT: Susana Mangiante

PROPERTY OWNER: Edwin Williams Jr.

REQUEST: A Request to Allow an Administrative Use Permit for the On-Site Sale and Consumption of Beer and Wine (Type 41 State of California Alcoholic Beverage Control License) at an Existing Restaurant.

PROPERTY INVOLVED: 413 Main Street

I. INTRODUCTION

The Planning and Building Safety Department received an application for an Administrative Use Permit (EA-967 and AUP 12-02) to allow the on-site sale of beer and wine for on-site consumption (Type 41 Alcoholic Beverage Control license) at an existing restaurant at 413 Main Street. This item was scheduled before the Planning Commission at its April 26, 2012 meeting. The item was continued to the next regularly scheduled meeting on May 10, 2012 because of a lack of a voting quorum for this item. The Commission lacked a voting quorum because only two commissioners present could vote on the continued item without conflict of interest. The approval letter has been revised to change the date of approval to April 30, 2012 and to reflect the revised Planning Commission hearing date and has been reissued to the applicant.

The proposed project is to allow the on-site sale and consumption of beer and wine at an existing restaurant. The proposed hours of operation to sell alcohol are Monday through Sunday from 11 A.M. to 10 P.M. The existing restaurant is approximately 900 square feet and is located on a 3,500 square-foot lot. The project site is located in the Main Street District (MSD) Zone within the Downtown Specific Plan (DSP) on the block bounded by Holly Avenue to the south, Pine Avenue to the north, Main Street to the east, and Richmond Street to the west.
II. RECOMMENDATION

Receive and File.

III. EXHIBITS

A. EA-967 and AUP No. 12-02 Director Decision Revised Letter dated April 30, 2012 for the property at 413 Main Street.

Kimberly Christensen, AICP, Planning Manager
Department of Planning & Building Safety

Sam Lee, Director
Department of Planning & Building Safety
April 30, 2012

Susana Mangiante
645 Virginia Street
El Segundo, CA 90245

RE: Environmental Assessment No. EA-967 and Administrative Use Permit (AUP) No. 12-02 (REVISED)
Request to serve beer and wine for on-site sale and consumption (Type 41 California Alcohol Beverage License) at an existing restaurant.
Address: 413 Main Street

Dear Ms. Mangiante:

This letter is to inform you that, in accordance with El Segundo Municipal Code ("ESMC") Chapter 15-22, the Planning Division reviewed your application for the above-referenced project and the Director of Planning and Building Safety APPROVED Environmental Assessment No. EA-967 and Administrative Use Permit No. 12-02 to serve beer and wine for on-site sale and consumption at an existing restaurant. The following are the findings and facts in support of each finding for this decision:

FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. 967

Finding 1

- The proposed project is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

Facts in Support of Finding 1

1. The project is a request for an alcohol license for the sale of beer and wine for an existing restaurant. The project is not anticipated
to have any significant impacts with regard to traffic, noise, air quality, or water quality. Moreover, there is no new construction proposed for this project. There are adequate utilities and public services to serve the project. The property is in an urbanized area where it has adequate access and all public services and facilities are available. The site is currently developed and is not in an area that is environmentally sensitive. Therefore, the project is not anticipated to have any significant impacts with regard to traffic, noise, air quality or water quality.

**Administrative Use Permit 12-02**

**Finding 1**

- There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

**Facts in Support of Finding 1**

1. The applicant proposes sell beer and wine at an existing restaurant. The existing restaurant is approximately 900 square feet and is located on a 3,500 square-foot lot. The surrounding area is comprised of multi-family residential units to the west, and downtown commercial businesses including restaurants to the north, south, and east.

2. The proposed hours of operation for alcohol sales will be Monday through Sunday, from 11 A.M. to 10 P.M. concurrent with the existing restaurant's hours of operation.

3. Six existing on-site parking spaces are provided.

4. The existing restaurant is compatible with the surrounding area which is comprised of multi-family residential units to the west and downtown commercial businesses to the north, south, and east.

5. The General Plan land use designation for the site is Downtown Specific Plan.

6. The Zoning for the site is Main Street District (MSD) within the Downtown Specific Plan (DSP). The proposed use requires an Administrative Use Permit (AUP) in accordance with DSP Section VI.A(4)(a).

7. The restaurant must maintain a California Alcohol and Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 41).
8. On March 10, 2012, the El Segundo Planning Commission is scheduled to Receive and File the Administrative Use Permit request.

Finding 2

- The proposed use is consistent and compatible with the purpose of the Zone in which the site is located.

Facts in Support of Finding 2

1. The Zoning for the site is Main Street District (MSD) within the Downtown Specific Plan (DSP). The proposed use requires an Administrative Use Permit (AUP) in accordance with DSP Section VI.A(4)(a).

2. The minimum number of required parking spaces for the 900 square-foot existing restaurant is six (6) spaces (the 279 square-foot dining area requires four parking spaces and the 621 square-foot non-dining area requires 2 parking spaces) and there are currently six (6) off-street parking spaces on the property. The property satisfies the number of parking spaces provided. Since no additional square footage is proposed, no additional parking is required.

3. The purpose of the Downtown Specific Plan – Main Street District is to provide consistency with and implement policies related to those locations which are designated Downtown Specific Plan on the General Plan land use map and in the General Plan text. The Main Street District is intended to be resident-serving, providing a pedestrian-oriented and pedestrian-friendly environment. Retail and service uses should serve the residents, local employees, and visitors to the City. The on-site sale of beer and wine at restaurants is permitted subject to an Administrative Use Permit.

4. The restaurant must obtain a California Alcohol and Beverage Control (ABC) license for on-site sale and consumption of beer and wine (Type 41).

Finding 3

- The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Facts in Support of Finding 3

1. The existing restaurant will continue to meet the needs of the surrounding community and provide additional service with the sale of beer and wine for on-site sale and consumption.
2. The surrounding area is comprised of multi-family residential units to the west, and downtown commercial businesses to the north, south, and east. These uses are compatible with the purpose and intent of the proposed use. The restaurant provides a safe and convenient place at walking distance to purchase food and alcohol.

3. The proposed hours of operation for the sale of beer and wine are limited to: Monday through Sunday from 11 A.M. to 10 P.M. concurrent with the hours of operation of the existing restaurant.

**Finding 4**

- Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.

**Facts in Support of Finding 4**

1. The sale of alcohol will not create any new impacts that would not be normally associated with the operation of a restaurant. Any additional traffic trips associated with the sale of alcohol will be accommodated with the existing six (6) off-street parking spaces available on the site.

2. The parking lot is currently paved with asphalt and is not expected to generate dust or smoke. The proposed use will not increase noise, fumes, vibration, odors, traffic or hazards.

3. The proposed hours of operation for alcohol sales and the location of the restaurant is similar to other alcohol-serving establishments within the vicinity which will help to minimize impacts on surrounding uses.

4. The sale of beer and wine for on-site sale and consumption will be the same hours as the existing restaurant, Monday through Sunday from 11 A.M. to 10 P.M. The sale of food is required in the restaurant during the hours of operation. In addition, the subject site is accessible to pedestrians from the surrounding area.

5. In addition to complying with the City of El Segundo and the State of California Department of Alcoholic Beverage Control, the restaurant is subject to County Health Department regulations that address and monitor impacts of fumes and odors.

**Finding 5**

- The State Department of Alcoholic Beverage Control has issued or will issue a license to sell alcohol to the applicant.
Facts in Support of Finding 5

1. The applicant must maintain a license from the State of California Department of Alcoholic Beverage Control (Type No. 41).

DIRECTOR OF PLANNING AND BUILDING SAFETY ACTION

Based on these findings and facts in support of these findings, the Director of Planning and Building Safety APPROVES the proposed project, subject to the following conditions:

1. The on-site sale and consumption of beer and wine will be limited to the same hours as the existing restaurant as follows: Monday through Sunday from 11 A.M. to 10 P.M. Food must be available for sale and served during the hours of operation that beer and wine is served. Any change to the hours of operation or the hours that beer and wine may be sold is subject to review and approval by the Director of Planning and Building Safety or designee.

2. Any subsequent modification to the project as approved, including the floor plan and areas where alcohol will be sold, and/or the conditions of approval must be referred to the Director of Planning and Building Safety or designee for approval and a determination regarding the need for Planning Commission review of the proposed modification.

3. The applicant must obtain and maintain all licenses required by the Alcoholic Beverage Control Act (Business & Professions Code §§ 23300 et seq.). The applicant must obtain and maintain a Type 41 license.

4. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.

5. The applicant must comply with all regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board including, without limitation, the regulations set forth in 4 Cal. Code of Regs. §§ 55, et seq.

6. There must be no exterior advertising of any kind or type, including advertising directed to the exterior from within, promoting or indicating the availability of alcoholic beverages. Interior displays of alcoholic beverages which are clearly visible to the exterior must constitute a violation of this condition.

7. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of
Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on *not less than a quarterly basis.*

8. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:

   a. Completed training from the California Department of Alcoholic Beverage Control (ABC), Lakewood District Office administered *Leadership and Education in Alcohol and Drugs (LEAD)* Program in the form of an ABC-issued certificate; or,

   b. Completed an accepted equivalent by the ABC, Lakewood District Office to ensure proper distribution of beer, wine and distilled spirits to adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then;

   c. The ABC-licensed proprietors must have confirmed with the Planning and Building Safety Department within fifteen (15) days of the Director's decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course.

   d. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

9. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises. Staff must monitor activity outside in the parking lot and any adjacent property under the establishment's control to ensure the areas are generally free of people and are cleared of patrons and their vehicles one-half hour after closing.

10. If complaints are received regarding excessive noise, parking availability, lighting, building access, and the like associated with the restaurant, the city may, in its discretion, take action to review the Administrative Use Permit, including without limitation, adding conditions or revoking the permit.

11. The building must not be occupied by more persons than allowed by the California Building Code as adopted by the ESMC.

12. The building must comply with California Building and Fire Code requirements as adopted by the ESMC.

13. The building must comply with Los Angeles County Health Department requirements for toilet facilities.
14. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Environmental Assessment No. 967 and Administrative Use Permit No. 12-02. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of EA-967 or AUP 12-02, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

PLANNING COMMISSION

Please be advised that this does not conclude the review process. This determination will be transmitted to the Planning Commission at its May 10, 2012 meeting with the recommendation that the Planning Commission Receive and File the determination. The City Council will determine whether or not to protest the issuance of the Type 41 alcohol license at a future meeting. If you have any questions regarding this project, please contact Assistant Planner Bryan Fernandez at (310) 524-2343.

Sincerely,

Sam Lee, Director
Department of Planning and Building Safety
AGENDA DESCRIPTION:
Consideration and possible action regarding Council consensus to cancel the July 3, 2012 City Council Meeting.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Approve cancellation of the July 3, 2012 City Council Meeting;
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS: None

FISCAL IMPACT: None

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ORIGINATED BY: Tracy Weaver, City Clerk
REVIEWED BY: 
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
In the past, the City Council has cancelled the first meeting in July due to conflicts in schedules.

It is therefore requested that Council approve the cancellation of the July 3, 2012 regularly scheduled meeting.
AGENDA DESCRIPTION:
Consideration and possible action to appoint Council Member Dave Atkinson as the delegate and Mayor Carl Jacobson as the alternate to serve on the Investment Advisory Committee.
(Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:
1. Appoint a delegate and an alternate to serve on the Investment Advisory Committee;
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
A table listing of the proposed amendment to Council appointments to intergovernmental agencies, local agencies and subcommittees to include the Investment Advisory Committee.

FISCAL IMPACT:

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Mayor Carl Jacobson
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:
At the May 1, 2012 Council meeting the City Treasurer asked that a member of the City Council be appointed as an alternate and delegate to act as City Council Liaisons to the Investment Advisory Committee.
## CITY COUNCIL COMMITTEE ASSIGNMENTS

May 1, 2012 - April 15, 2014

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<th>AGENCY / COMMITTEE</th>
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<td>* Resolution must be changed for Council delegate to vote,</td>
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### STANDING COMMITTEES

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<td>Technology Subcommittee</td>
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### OTHER APPOINTMENTS WITH DIFFERENT OR NO TERMS

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