

**AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRAFFITI REMOVAL SERVICES
WITH GRAFFITI PROTECTIVE COATINGS, INC.**

This AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRAFFITI REMOVAL SERVICES ("Agreement") is made and entered into this 21 day of July, 2008 by and between the CITY OF BELL, a municipal corporation (hereinafter referred to as "CITY"), and GRAFFITI PROTECTIVE COATINGS, INC., a California corporation, License Number CI-33672447, (hereinafter referred to as "CONSULTANT").

WITNESSETH:

RECITALS

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

- A. CITY desires to have a highly qualified CONSULTANT to perform graffiti removal services as authorized by the CDBG program in the City of Bell.
- B. CONSULTANT represents that it is qualified to perform such services and has agreed to do so pursuant to this Agreement.
- C. CITY does not have the staff or capability to perform the graffiti removal services which CONSULTANT will perform pursuant to this Agreement; and
- D. CITY desires to contract with CONSULTANT based on the following terms and conditions in this Agreement.

1. DESCRIPTION OF WORK

CONSULTANT shall provide graffiti removal services for the City's Graffiti Removal Program. The specific services to be provided are set forth in Exhibit "A", which is attached hereto and made a part hereof.

2. TIME OF PERFORMANCE

This Agreement shall commence as of July 1, 2008 and shall remain in full force and effect until June 30, 2009. This Agreement may be extended upon request and approval by the CITY on an annual basis for an additional twenty-four (24) months until June 30, 2011.

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

The services performed pursuant to this Agreement shall be provided at the rate specified in Exhibit "A" and shall not exceed the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) in Community Development Block Grant (CDBG) funds per month without prior authorization.

B. Expenses:

In connection with services performed under this Agreement, CONSULTANT shall be reimbursed for direct out-of-pocket expenses as set forth in Exhibit "A".

C. Method of Payment:

The CONSULTANT shall submit monthly invoices to the CITY specifying the amount due for services performed by the CONSULTANT. Such invoices shall describe the services performed during the invoice-billing period. Upon approval of the invoice, the CITY shall make payment as soon thereafter as the City's regular procedures provide.

4. TERM OF AGREEMENT

This Agreement shall remain in effect until June 30, 2009, unless earlier terminated as provided by this Agreement.

5. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the CITY.

6. EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246 requires that during the performance of this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer: recruitment or recruitment advertising: layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the consultant setting forth the provisions of this nondiscrimination clause.

7. CIVIL RIGHTS ACT OF 1964

Under Title VI the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.

8. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

9. AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973

Any prohibition against discrimination of the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES

CONSULTANT agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et. Seq. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of the project.

11. PREVAILING WAGES.

CONSULTANT shall comply with all provisions of the California Labor code concerning payment of prevailing wages and employment of apprentices. CONSULTANT may be required to submit weekly payroll to the CITY to verify its compliance with the above requirements.

12. RIGHT OF TERMINATION.

This Agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. All work shall cease at the conclusion of the notice period and CONSULTANT shall be paid for all services provided prior to termination in accordance with the rates as provided in this Agreement.

13. INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the CITY and any other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in the Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in the Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

15. INTEREST OF ATTORNEY AND EMPLOYEES

The CONSULTANT covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. INDEPENDENT CONSULTANT

The CONSULTANT shall perform the services as contained herein as an independent CONSULTANT and shall not be considered an employee of the CITY or under CITY supervision or control. This Agreement is by and between the CONSULTANT and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the CITY and the CONSULTANT.

17. SUCCESSOR AND ASSIGNMENT

The services as contained herein are to be rendered by the CONSULTANT whose name is as appears first above written and said CONSULTANT shall not assign nor transfer any interest in this Agreement without the prior written consent of the CITY. Claims for money by CONSULTANT from the CITY under this Agreement may be assigned to bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

18. INDEMNIFICATION

The CONSULTANT agrees to indemnify, defend and save harmless the CITY, its agents, (i.e. program consultants and inspectors) officers and employees from and against any and all liability, expense, including defense costs and reasonable legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage arising from the negligent acts, errors or omissions of CONSULTANT'S operations, or its services hereunder, including any workers compensation suit, liability, or expense, arising from or connected with the services performed by or on behalf of CONSULTANT by the CONSULTANT'S agents any person pursuant to this Agreement.

19. INSURANCE

A. Liability Insurance:

Without limiting the CONSULTANT'S indemnification of the CITY, the CONSULTANT shall provide and maintain at its own expense during the term of this Agreement the following program of insurance covering its operation hereunder: The CONSULTANT agrees to provide and maintain liability insurance which shall protect CITY, its officers, employees and agents, from all claims for personal injury, including accidental deaths, as well as claims for property damage. Such insurance shall be provided by insurer(s) with the best rating of A or better to the CITY and evidence of such programs shall be delivered to the CITY on or before the effective date of this Agreement.

B. Workers' Compensation Insurance:

Prior to the execution of this Agreement, the CONSULTANT shall file with the City the following signed certification:

"I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work."

The CONSULTANT shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation insurance.

Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement upon which the CITY will immediately terminate this Agreement.

20. SEVERABILITY

In the event that any covenant, condition or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope of breadth permitted by law.

21. INTERPRETATION

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

22. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to retention of CONSULTANT by the CITY and contains all the covenants and agreements between the parties with respect to such retention.

23. AMENDMENTS

This writing, with attachments expressly referenced and incorporated herein, embodies the whole of the Agreement of the parties hereto. Except as herein provided, addition to or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment of this Agreement formally approved and executed by both parties.

24. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

25. CONTRACT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Agreement is the responsibility of the City Engineer or his or her designee. The CITY will monitor and evaluate the CONSULTANT in the performance of this Agreement.

26. CHANGES

The CITY may request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

27. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

28. PERSONNEL

CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereunder will be performed by CONSULTANT or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

29. LOBBYING CERTIFICATION

A. Federal Requirements

The CONSULTANT CERTIFIES THAT:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an making of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer of employee of any agency, Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

(3) The CONSULTANT shall require that the language of this certification be included in all subcontracts and that all sub Consultants shall certify and disclose accordingly.

B. County of Los Angeles Requirement

The CONSULTANT certifies that:

(1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;

(2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

(3) That any person/entity/firm who seeks a contract with Community Development Commission shall be disqualified there from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

30. NOTICES.

Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the CONSULTANT: Barry Steinhart
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd. No. 264
Los Angeles, California 90004

To the CITY: Office of the City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201.

Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

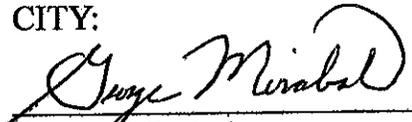
31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of the Agreement.

SIGNATURES

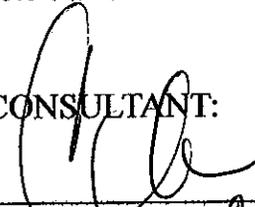
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY:



George Mirabal
Mayor

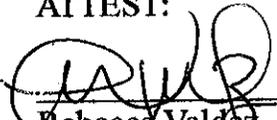
CONSULTANT:



Barry Steinhart
Graffiti Protective Coatings, Inc.

CARLA LEWIS

ATTEST:



Rebecca Valdez
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

WORK PLAN FOR GRAFFITI REMOVAL:

Patrol and remove all graffiti and unauthorized signs, stickers, banners, etc. from all surfaces including but not limited to: walls, sidewalks, signs, curbs, windows, phones, hydrants, street light poles, roofs, sewer manhole covers, vents, roadways, gutters, trees, trash cans, parking bumpers, doors, railings, mailboxes, etc. Contractor will also prepare, in a format approved by the City, and submit to the City on a timely manner a report of all work performed. Reports will include a detailed description of each location serviced including type of surface, area serviced, and any other details required by the City.

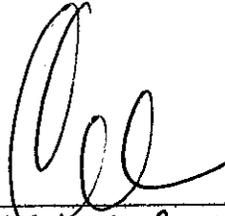
Regularly scheduled tasks shall include, at minimum, the following:

1. Patrol and clean five days a week, Monday through Friday, all commercial streets, alleys and walkways, bike path walls, areas surrounding school properties, main neighborhood streets including but not limited to Bell Ave., Salt Lake Ave. Filmore Ave., River Dr., Randolph Ave., Clarkson St. Southhall/Chanslor Aves. Loma Vista Pl., Woodward Aye., Bear Ave., and Corona Ave., and any additional service requests from City. Isolate areas that are vandalized consistently on Fridays after 1:00 pm. and re-patrol and clean those specific areas as needed.
2. Patrol and clean East river wall and all residential streets at least once per week.
3. Every Saturday, or by preference Sunday, perform a complete sweep of Florence Ave., Salt Lake Ave., Gage Ave., Atlantic Ave., Wilcox Ave., bike path near Florence Ave., Federal Alley, Knoll Tract, and Walker-Crafton walkway.
4. Perform 12 hours of community services per month.

CONTRACTOR'S STATEMENT

I, am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

July 21, 2008



~~Barry Steinhart~~
Graffiti Protective Coatings, Inc.
419 N. Larchmont Blvd. No. 264
Los Angeles, California 90004

CARLA LEWISOFF



**Community Development Commission
County of Los Angeles**

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: Granoff Protective Coatings Inc.
Address: 419 W. Lanchmont Blvd. #204 L.A.
State: C.A. Zip Code: 90004 Telephone Number: (323) 464-4472

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

- 1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;
 - 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
 - 3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.
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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Carla Lewhoff
(Contractor/Subcontractor)

12/08/08
(Date)

By: _____

[Signature]
(Signature)

[Title]
(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Enuffit Protective Codrus
Address: 419 W. Lanchmont Blvd. #264 L.A.
State: CA Zip Code: 90004 Telephone Number: 323, 464-4442

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

- 1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Carla Lewke
(Contractor/Subcontractor)

12/26/08
(Date)

By: [Signature]
(Signature)

President
(Title)