AGENDA ITEM 1

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Mayor and Members of the City Council

FROM: Allan Perdomo, Community Services Manager

BY: Connie Hurtado, Recreation Supervisor

APPROVED BY: Howard Brown Jr., City Manager

SUBJECT: Skate Park discussion moved to the City Council meeting of December 14, 2016

RECOMMENDED ACTION

Staff is recommending that this item be continued to the City Council meeting of Wednesday, December 14, 2016.

BACKGROUND

Several local skaters and residents attended the City Council meeting on November 9, 2016 voicing their concern over the skate park. The City Manager notified the City Council and residents that the Community Services Department would present a staff report with an update on the Skate Park site.

DISCUSSION

At this time, Community Services Staff is still conducting research and waiting for quotes from the original installer of the equipment. Staff will present an update at the December 14, 2016 City Council Meeting.

AGENDA ITEM 2

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Honorable Mayor and Members of City Council

FROM: Howard W. Brown Jr., City Manager

SUBJECT: Donation of Holiday Decorations for Atlantic Avenue and Gage Avenue from Republic Services, Inc.

RECOMMENDATION

It is recommended that Mayor and City Council receive a donation of holiday decorations for Atlantic Avenue and Gage Avenue from Republic Services, Inc.

BACKGROUND

City Council approved a Holiday Decoration budget for the City at the October 26, 2016 council meeting. During the staff presentation, members of Council expressed a desire to decorate the City's main intersection at Atlantic and Gage. After the approval of the item, staff worked with contractor, Dekra-Lite, to develop a holiday concept for the intersection. Dekra-Lite and the Holiday Decorations Committee ultimately recommended a six foot wreath outfitted with lights and holiday garland strand along the cross cables to decorate the main intersection. The cost of the decorations is $2,386.01.

The Holiday Decorations Committee reached out to Republic Services, Inc. to see if the company would sponsor the decorations at Atlantic and Gage. Republic Services has agreed to sponsor the decorations and to donate the decorations to the City. Republic Services will pay Dekra-Lite directly for the decorations.

DISCUSSION

With the purchase of these holiday decorations, the City will have holiday decorations in four distinct areas in Bell:

- Holiday banners along Atlantic and Gage
- A traditional wreath and garland above the Atlantic and Gage intersection
- A Holiday decorated tree and lights at City Hall
- Holiday garland and lights at Bell House

The Holiday Decorations Committee has also planned a Holiday Tree Lighting Ceremony which has been scheduled for November 30, 2016, at 8:00 p.m.

CONCLUSION

It is recommended that Mayor and City Council receive a donation of holiday decorations for Atlantic Avenue and Gage Avenue from Republic Services, Inc.

Attachments

A. Resolution

RESOLUTION NO. 2016-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ACCEPTING A DONATION OF HOLIDAY DECORATIONS FOR ATLANTIC AVENUE AND GAGE AVENUE FROM REPUBLIC SERVICES, INC. IN THE AMOUNT OF $2,386.01

WHEREAS, City Council approved a Holiday Decoration budget for the City at the October 26, 2016 council meeting; and

WHEREAS, the City's Holiday Decoration Committee considered purchasing decorations for the intersection of Atlantic Avenue and Gage Avenue but the cost would exceed the proposed budget of $51,000; and

WHEREAS, during the staff presentation, members of Council expressed a desire to decorate the City's main intersection at Atlantic and Gage; and

WHEREAS, after the approval of the item, the Holiday Decorations Committee worked with contractor, Dekra-Lite, to develop a holiday concept for the intersection; and

WHEREAS, Dekra-Lite and the Holiday Decorations Committee ultimately recommended a six foot wreath outfitted with lights and holiday garland strands along the cross cables to decorate the main intersection; and

WHEREAS, the cost of the decorations is $2,386.01; and

WHEREAS, the Holiday Decorations Committee reached out to Republic Services, Inc. to see if the company would sponsor the decorations at Atlantic and Gage; and

WHEREAS, Republic Services has agreed to sponsor the decorations and to donate the decorations to the City; and

WHEREAS, Republic Services will pay Dekra-Lite directly for the decorations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

Section 1. The City Council shall accept a donation of holiday decorations for Atlantic Avenue and Gage Avenue from Republic Services, Inc.

Section 2. The City Council shall authorize the City Manager to work with Dekra-Lite and City staff to deliver and install holiday decorations at the Atlantic Avenue and Gage Avenue intersection.

PASSED, APPROVED, AND ADOPTED this 30th day of November, 2016

_____

Alicia Romero, Mayor

ATTEST

Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Acting City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 30th day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, Acting City Clerk

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Mayor and Members of the City Council

FROM: Howard W. Brown, City Manager

SUBJECT: Rescinding Resolution 2015-58 and Electing Not to Accept Various Donations given to the City of Bell

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution No. 2016-97 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA ELECTING NOT TO ACCEPT AND DIRECTING THE RETURN OF VARIOUS DONATIONS PROVIDED TO THE CITY OF BELL

BACKGROUND:

On November 17, 2015, the City Council adopted Resolution 2015-58 authorizing the City Manager, Police Chief and City Attorney to coordinate with an anonymous donor and facilitate an unconditional gift of three new police vehicles to the City at no cost to the City. One of the conditions set forth in the Resolution was for Staff to take back to the Council the VIN numbers of the three purchased vehicles and for the Council to formally accept the three vehicles by Resolution. As of date, the City Council has not adopted a resolution accepting these vehicles therefore staff is recommending to rescind Resolution 2015-58.

In addition to receiving this donation the same anonymous donor contributed a check in the amount of $6,079 to the City for the purpose of purchasing several AK-15 riffles. Staff recommends that we do not accept the donation.

FISCAL IMPACT:

No Fiscal Impact.

ATTACHMENTS

Resolution 2015-58
Resolution 2016-97

RESOLUTION NO. 2015-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA AUTHORIZING THE CITY MANAGER, POLICE CHIEF, AND CITY ATTORNEY TO COORDINATE WITH AN ANONYMOUS DONOR AND FACILITATE AN UNCONDITIONAL GIFT OF THREE NEW POLICE VEHICLES TO THE CITY AT NO COST TO THE CITY

Recitals

WHEREAS, pursuant to California Government Code section 37354, the City of Bell ("City") is authorized to accept gifts of real and personal property for any public purpose; and

WHEREAS, an anonymous donor has offered to purchase three new police vehicles and donate them as unconditional gifts to the City at no cost; and

WHEREAS, two of three vehicles will be completely outfitted as Sergeant Command Vehicles with advanced communications and monitoring equipment to better serve the community during critical incidents; and

WHEREAS, before the donor purchases the vehicles, the donor wants to ensure that the City will accept them; and

WHEREAS, the City Council greatly appreciates the generosity of the donor as the police vehicles will benefit the residents by promoting and enhancing law enforcement in our City; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered as set forth below.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Bell as follows:

1. The City Manager, Chief of Police, and the City Attorney are authorized and directed to coordinate with the anonymous donor to facilitate the unconditional gift of three new police vehicles to the City at no cost to the City.

2. When the vehicles are purohased by the donor and the VIN numbers are known to the City, the City Manager shall agendize a resolution for adoption by the City Council to formally accept the gift.

3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was adopted on the 17th day of November 2015, by the City Council of the City of Bell.

Ali Saleh, Mayor

APPROVED AS TO FORM:

Dave Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Interim City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its special meeting held on the 17th day of November 2015, by the following vote:

AYES: Councilmembers Gallardo, Quintana, Valencia, Vice Mayor Romero and Mayor Saleh

NOES: None

ABSENT: None

ABSTAIN: None

Angela Bustamante, Interim City Clerk

RESOLUTION NO. 2016-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA ELECTING NOT TO ACCEPT AND DIRECTING THE RETURN OF VARIOUS DONATIONS PROVIDED TO THE CITY OF BELL

WHEREAS, pursuant to California Government Code section 37354, the City of Bell ("City") is authorized to accept gifts of real and personal property for any public purpose; and

WHEREAS, in 2015, an anonymous donor contacted the City's Chief of Police and offered to purchase three new police vehicles and donate them as unconditional gifts to the City at no cost; and

WHEREAS, on or about November 17, 2015, the City Council adopted Resolution No. 2015-58, which authorized and directed staff to facilitate the unconditional gift of three new police vehicles to the City at no cost to the City; and

WHEREAS, pursuant to Resolution No. 2015-58, the gift of the three vehicles would only be accepted after the VIN numbers are known to the City and the City Council formally accepts those specific vehicles by resolution; and

WHEREAS, as of the date of this Resolution, the City Council has not yet adopted a resolution to formally accept the vehicles with corresponding VIN numbers; and

WHEREAS, the City Council now desires to rescind Resolution No. 2015-58, and elects not to accept the three police vehicles as a donation; and

WHEREAS, the same anonymous donor also provided a cash gift of $6,079 to the City; and

WHEREAS, the City Council now desires to return the cash gift in its entirety.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF BELL AS FOLLOWS:

Section 1. Resolution No. 2015-58 is hereby rescinded.

Section 2. The City Manager is directed to return the cash gift of $6,079 and take appropriate action to return the three vehicles to the anonymous donor within thirty (30) days of the adoption of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 30th day of November, 2016

_____

Alicia Romero, Mayor

ATTEST

Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Acting City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 30th day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, Acting City Clerk

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue P.E., City Engineer

APPROVED BY: _____
Howard W. Brown Jr., City Manager

SUBJECT: Award of a Construction Contract to Tunnelworks Services, Inc. in the amount of $491,398.03 for the Sewer Modernization Project

RECOMMENDED ACTION

It is recommended that the City Council:

1. Award a construction contract to Tunnelworks Services, Inc. in the amount of $491,398.03 for the Sewer Modernization Project;
2. Authorize the City Engineer to approve the expenditure of a construction contingency, if necessary, not to exceed 10% of the contract amount or $49,139.80 for change orders and other unforeseen construction work that may be required to complete the project; and
3. Read by title only, waive further reading, and adopt Resolution No. 2016-94, authorizing budget adjustments to transfer $128,677.63 from Sewer Assessments Fund Reserves to Sewer Assessments – Construction.

BACKGROUND

The City of Bell obtained a $654,000 grant from Environmental Protection Agency (EPA) for a sewer modernization project. Matching funds of 45% of the total project costs are required. The grant will be combined with $535,091 from the Sewer Assessment Fund (#109) to make substantial repairs of the City's aging sewer system. In 2014, a Citywide Sewer Flushing and Documentation project was performed to not only clean sanitary sewer lines, but also to perform television inspection and identify the problematic areas that needs to be repaired. The total cost of the Sewer Flushing project was $165,215.40, and EPA reimbursed the City $90,868.47 after approving the expenditure as pre-award costs.

The remaining grant funds will be used on the Sewer Modernization project, and the scope of work includes performing spot repairs and lining sewer mains. Most of the will be done underground.

The project was advertised for bids on October 4, 2016 and the City received one bid on November 10, 2016 at 11:00 AM from Tunnelworks Services, Inc. with the bid amount of $491,398.03. After the review of the bid, it was determined that Tunnelworks Services, Inc. is the lowest responsive and responsible bidder. Tunnelworks Services, Inc. holds a valid Class A Contractor's license in the State of California, with no enforcement actions listed. References were checked and were all found to be positive.

Construction is projected to begin by November, 2016 with completion of construction estimated by March, 2016.

ENVIRONMENTAL ASSESSMENT

This project is exempt from the California Environmental Quality Act (CEQA) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment. Also, the activity is not a project as defined by CEQA Guidelines. The Notice of Exemption will be filed with the Los Angeles County Clerk.

FISCAL IMPACT

The total cost of the project is paid for with Sewer Assessment District (Fund 109) and 55% of the project will be reimbursed by EPA at the end of the project. There is no impact to the City's General Fund. If the recommendations above are approved, project budget in Sewer Assessment fund will be increased by $128,677.63 to $589,677.63. There will be $868,372.28 in Sewer Assessment Reserves after the budget amendment. The original and proposed project funding is as follows:

Fund Source	Original	Proposed
Sewer (#109-70-74-0000-000-7409)	461,000.00	589,677.63

The following is the projected expenditure summary:

Activity	Amount
Base Construction Bid	$491,398.03
Contingencies	$49,139.80
Construction Management	$49,139.80
Total Construction Budget	**$589,677.63**

ATTACHMENTS

1. Resolution No. 2016-94
2. Contract Agreement

Attachment 1

RESOLUTION NO. 2016 – 94

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING FY 2016-17 BUDGET AMENDMENTS TO TRANSFER $128,677.63 FROM SEWER ASSESSMENT RESERVES TO SEWER ASSESSMENT CONSTRUCTION

WHEREAS, on November 30, 2016, the Bell City Council approved the budget amendment to transfer $128,677.63 from Sewer Assessment Reserves to Sewer Assessment Construction; and

WHEREAS, the Sewer Assessment Reserve Balance of the City has sufficient fund balance available to advance to the Sewer Assessment Sewer Flushing Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

Section1. Approve the transfer of Sewer Assessment Reserves to Sewer Assessment Sewer Flushing Project.

Section2. Budget Amendment. The City Council hereby approves amending the Fiscal Year 2016-17 budget by appropriating an amount of $128,677.63 from Sewer Assessment Reserves to Sewer Assessment Construction.

PASSED, APPROVED, AND ADOPTED this 30th day of November, 2016.

_____
Alicia Romero, Mayor

ATTEST

_____
Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

I, Angela Bustamante, Acting City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 30th day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angela Bustamante, Acting City Clerk

COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BELL

SEWER MODERNIZATION PROJECT IN THE CITY OF BELL

This **AGREEMENT FOR CONTRACT SERVICES** (herein "Agreement") is made and entered into this 30th day of November, 2016 by and between the City of Bell, a charter city ("City") and Tunnelworks Service, Inc. ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties"). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials,

officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $126,905.90, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Ninety One Thousand Three Hundred Ninety Eight Dollars and Three Cents ($491,398.03) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

William Duarte	President
(Name)	(Title)
Nicole Valdez	Officer
(Name)	(Title)
Jeff Rubio	Secretary/CFO
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence

basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be

performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to

such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

Contract Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a charter city

_____

Alicia Romero, Mayor

ATTEST:

_____

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

David J. Aleshire, City Attorney

CONTRACTOR:

Tunnelworks Services, Inc.

By:_____

Name: William Duarte
Title: President

By:_____

Name: Jeff Rubio
Title: Secretary/CFO

Address: 13235-H Whittier Blvd. Ste 165
Whittier, CA 90605

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall perform Services related to Sewer Modernization in the City of Bell. The Services are generally described as installing Cured-In-Place Pipe ("CIPP") and performing trenchless pipeline spot repairs at the locations identified in the project specifications and plans, which are incorporated herein by reference ("Services"). These Services shall include, but are not limited to, the following:

I. MOBILIZATION

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the Agreement. The Contractor shall also be responsible for submitting product material and data sheet, Safety Plan, and Quality Control Plan with no additional compensation.

II. PUBLIC NOTIFICATION

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utility companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least seven (7) days prior to construction.

7-Day Notifications – Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing at least seven (7) calendar days in advance. Failure of the Contractor to properly serve said notices shall be cause for suspension of work until compliance with this requirement achieved.

3 Day Notifications – The Contractor is responsible for delivering door hangers or Contractor's equivalent form approved by the City Engineer at least (3) calendar days prior to any anticipated work.

III. TRAFFIC CONTROL SYSTEM AND PLANS

The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the approaches to the project. All work shall be done in accordance with the requirements of the California Manual on Uniform Traffic Control Devices (most recent edition as of the date the project is advertised for bids) and as outlined on the Technical Provision of the project Specifications.

IV. POINT REPAIR

Contractor shall remove and replace various diameters of damaged vitrified clay pipes as shown in the Appendix of the project Specifications. Removal and replacement of damaged vitrified clay pipes includes excavation and restoring the asphalt and/or PCC pavement at various locations as shown in the project Specification Appendix. Pavement removal and restoration work shall be done in accordance with the City of Bell Asphalt Trench Replacement and/or City of Bell Concrete Trench Replacement standards and Technical Provision of the project Specifications. All point repair work shall be done in accordance with the requirements of the National Association of Sewer Service

Companies ("NASSCO") and as outlined on the Technical Provision of the project Specifications.

V. CIPP LINER

Contractor shall be responsible of installing CIPP within the existing, deteriorated pipe as shown on the project specifications and plans. The prices submitted by Contractor shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place CIPP. As-Built drawings, pre & post inspection videotapes and/or CD's shall be submitted to the City, by Contractor within 2 weeks of final acceptance of said work or as specified by the City. All work shall be done in accordance with the requirements of the NASSCO and as outlined on the Technical Provision of the project Specifications.

VI. SPOT REPAIR

Contractor shall install a 4-foot resin-impregnated flexible needled felt tube, tightly fitted and cured in the shape of the host pipe and bonded to original pipeline without excavation. When cured, the sectional liner shall bond a product a water-tight seal against the original host pipe. Contractor shall submit a detailed operational plan for the inspection and proposed cleaning for the Engineer's approval prior to installing the sectional liner. After the work is completed, Contractor shall provide the City with a digital imagery or video showing the completed work including the restored condition. Contractor shall carry out its operations in strict accordance with all applicable OSHA standards. All work shall be done in accordance with the requirements of the NASSCO and as outlined on the Technical Provision of the project Specifications.

VII. CURED-IN-PLACE LATERAL REPAIR

Contractor shall reconstruct a sewer service lateral pipe and connect to the main without the need for excavation. The material and installation practices shall adhere to minimum requirement of ASTM F2561-11 "Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-In-Place Liner", NASSCO and as outlined on the Technical Provision of the project Specifications.

VIII. INSPECTOR TRAINING

Two (2) days of inspector training, by the CIPP system manufacturer, for the City's inspector shall be provided by Contractor. This training shall be prior to liner installation, include both technical and field training and include all key aspects of visual inspection and sampling procedures for testing requirements. The system manufacturer shall furnish a checklist containing key elements of the CIPP installation criteria that is important for the City's inspector to ensure that quality control and testing requirements are performed in accordance with the contract documents.

IX. ADJUST SEWER MANHOLE

The manhole adjustment shall be done in accordance with SPPWC Standard Plan 205-2 and 206-2. Manholes located within PCC or asphalt concrete pavement shall be adjust in accordance with Section 302-5.8 of the Standard Specifications. The frames and covers for manholes located within unimproved areas shall be raised to 2 inches above the adjacent grade.

X. END SEAL O-RING

Contractor shall install an O-ring hydrophilic compression sealing gaskets for creating a compression gasket seal at the ends of CIPP Liners. O-ring product and process shall consist of providing a full circle seal at the ends and overlapping point of a liner by using a cylindrical ring of hydrophilic material specifically tailored to provide cured-in-place pipe installation with a level of water-right compression gasket sealing comparable to new piping installation at the ends of a cure-in-place liner. O-ring product shall provide a uniform seal and have consistent wall thickness around the pipe end after installation of a pipe liner. All work shall be done in accordance with the requirements of the NASSCO and as outlined on the Technical Provision of the project Specifications.

XI. UNDERSTANDING REQUIREMENTS FOR SERVICES

It is understood and agreed that Contractor has, by careful examination, satisfied himself as to the nature and location of the Services, the conformation of the streets/ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Services under this Agreement.

The Services to be done consists of furnishing all labor, materials, methods and processes, implements, tolls and machinery to perform and complete in a good working like manner which are necessary and required for the Slurry Seal Project.

XII. SAFETY PRECAUTIONS

Prior to a temporarily closure of any street to through traffic, Contractor must obtain approval from the Engineering Department, submit a Traffic Control Plan, notify the City Police and Fire Departments, and post the street per the approved Traffic Control Plan.

Contractor shall take all necessary precautions during all phases of the Services to safeguard persons and property from injury and/or damage with barricading in accordance with Section 7-10.3 of the Standard Specifications for Public Works Construction.

Prior to entering access areas such as manholes, an excavation pit, performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen shall be undertaken in accordance with local, state, or federal safety regulations

XIII. CLEAN UP

All plant structure (brush, grass, etc.) and debris shall be removed from the vicinity, transported and disposed of away from the site at Contractor's expense.

The street parkway, sidewalk and yard areas of all property shall be left free of all debris at the close of each day's operations (no exceptions).

Upon completion and before making applications for acceptance of the Services, Contractor shall clean the street or road, and all ground occupied by it connected with the Services, of all rubbish, excess materials, temporary structures and equipment; and all parts of the work shall be left in a neat and presentable condition.

XIV. SPECIFICATIONS

The specifications for each portion of the Services are identified herein in this Exhibit A. For any specifications not set forth herein, the specifications included in Bid Specifications included with the Invitation for Bids shall govern. Should any specifications not be included in either this Exhibit A or the Bid Specifications for this project, the current edition of the NASSCO and Standard Specifications for Public Works Construction (Green Book) shall govern. For any inconsistency, the Bid Specifications included in this Exhibit A shall take precedence, then Bid Specifications included with the Invitation for Bids, then the NASSCO, then the Green Book.

XV. ALTERATIONS

City reserves the right to increase or decrease the quantity of any Services or tasks, or to omit portions of the Services in accordance with this Agreement, as may be deemed necessary or expedient by the City. All alterations shall conform to Section 3 of the Bid Specification's General Provision.

When approved or directed by the City Engineer or his/her authorized designee, minor variations from the standard details may be done when considered best in order to meet existing conditions subsequently developed and not apparent previously.

XVI. UNDERGROUND SERVICE ALERT REQUIREMETS

It shall be the responsibility of Contractor to notify Underground Service Alert (U.S.A.) at least forty-eight (48) hours prior to the start of any excavation work, including stump grinding. It shall also be the Contractor's responsibility to remove the spray paint markings of the different utilities after the completion of the project.

XVII. DAILY ACTIVITY REPORTS

In addition to the requirements of Section 6.2, during performance of the Services, Contractor shall provide daily work activity reports to the project inspector and meet as required by the City to provide schedule and work updates.

XVIII. REVIEW AND ACCEPTANCE OF WORK BY CITY

All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

XIX. PERSONNEL

Contractor will utilize the following Personnel to accomplish the Services:

A. The following Subcontractors:

- Nuline Technologies, LLC.
- Lucas Builders, Inc.
- Traffic Management, Inc.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

- In accordance with Section 5.4, upon execution of this Agreement and prior to commencement of work, Contractor shall provide a performance bond securing Contractor's faithful performance of this Agreement in the amount equal to or greater than the Contract Sum. In addition, prior to commencement of work, Contractor shall provide a payment bond in the amount of the Contract Sum securing payment for all persons furnishing labor and materials in connection with the work under this Agreement in a form acceptable to the City. If the Contract Sum is increased, Contractor shall increase the amounts of the performance bond and payment bond in the same or greater amount as the increase in the Contract Sum.

- The following documents on pages CA-27 thru CA-36, inclusive, shall be required to be completed and executed by Contractor and are hereby made a part of this Agreement:

    - Faithful Performance Bond
    - Payment Bond
    - Worker's Compensation Insurance Certificate
    - Declaration of Sufficiency of Funds
    - Guaranty
    - Final Closeout Agreement and Release of All Claims

SEWER MODERNIZATION PROJECT
IN THE CITY OF BELL

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that,_____
_____as Contractor, and Surety, are held and firmly bound unto **THE CITY OF BELL,** a public body, corporate and politic ("Agency") in the penal sum of
_____ dollars ($_____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sums, Contractor and Surety agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been awarded and is about to enter into the annexed Agreement with Agency for the above stated project, if Contractor faithfully performs and fulfills all obligations under the Agreement (including but not limited to the obligations of the Contract Documents incorporated therein) in the manner and time specified therein, then this obligation shall be null and void at the end of all warranty periods set forth in the Agreement, otherwise it shall remain in full force and effect in favor of Agency; provided that any alterations in the obligations or time for completion made pursuant to the terms of the Agreement shall not in any way release either Contractor or Surety, and notice of such alterations is hereby waived by Surety.

WITNESS our hands this _____ day of _____, ____.

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

_____
(Print Name of Contractor, Company or Corporation)

_____
(Signature of Notary Public)

By: _____
(President)

By: _____
(Secretary/Treasurer)

(SEAL)

(SEAL)

FAITHFUL PERFORMANCE BOND

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

_____
(Print Surety's Name)

_____
(Signature of Notary Public)

_____
(Surety's Mailing Address)

By:_____
(Name)

_____
(Title)

(SEAL)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.

SEWER MODERNIZATION PROJECT
IN THE CITY OF BELL

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____

_____as Contractor, and _____, as

Surety, are held and firmly bound unto **THE CITY OF BELL,** a public body, corporate and politic ("Agency") in the penal sum of

_____ dollars ($_____),

which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, Contractor and Surety agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been awarded and is about to enter into the annexed Agreement with Agency for the above stated project, if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said Agreement, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, Surety will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to be the benefit of all persons entitled to file claims under the State Civil Code; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the Agreement shall not in any way release either Contractor or Surety, and notice of said alterations is hereby waived by Surety.

WITNESS our hands this _____ day of _____, ____.

Subscribed and sworn to before me

this _____ day of _____, ____.

_____
(Print Name of Contractor, Company or Corporation)

_____
(Signature of Notary Public)

By: _____
(President)

By: _____
(Secretary/Treasurer)

(SEAL)

(SEAL)

PAYMENT BOND

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

_____
(Print Surety's Name)

_____
(Signature of Notary Public)

_____
(Surety's Mailing Address)

By:_____
(Name)

(SEAL)

_____
(Title)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.

WORKER'S COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code Amended by Stats. 1979, (C.373, p1343), each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to City of Bell prior to performing any work on the contract:

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

_____

(Contractor)

By: _____

(Print Name)

_____

(Signature)

_____

(Title)

_____

(Date)

Section 3700 of the State Labor Code reads in pertinent part as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employers, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of _____ (insert name of Bidder) ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is _____ (insert identification number).

2. The Bidder's workers' compensation insurance policy number is _____ (insert policy number) and the name, address, and telephone number of the insurance carrier providing said insurance is: _____ (insert information requested).

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is subject of the Bidder's Bid to the District (insert information requested. Attach addition sheets, if needed):

Vehicle	Vehicle ID No.	Vehicle Liability Insurance Policy No. (of Policy covering vehicle)	Name, Address and Telephone No. of Vehicle Liability Insurance Carrier (issuing Policy covering vehicle)

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is subject of the Bidder's Bid to the District (insert information requested. If no such housing will be provided, enter "none"). _____.

5. The actual or estimated number of workers that will be employed to perform the Work of the Project that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the date on which said wages will be paid are as follows (attach additional sheets, if needed):

Total Number of Workers	Total Amount of Wages	Dates for Payment of Wages

6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed; or

☐ The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of Bid, rather than the actual number of workers that will be employed.

7. The actual or estimated total number of persons and entities who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations are as follows (attach additional sheets, if needed):

List of Independent Contractors	Current, Local, State and Federal Contractor License Identification Number

8. Check only one of the following boxes, as applicable:

☐ The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized; or,

☐ The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of Bid, rather than the actual number of independent contractors that will be utilized.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this _____ day of _____, in the year _____.

_____

_____

Print Name

COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BELL

SEWER MODERNIZATION PROJECT IN THE CITY OF BELL

GUARANTY

In accordance with the terms of the contract for the _____ _____ in the City of Bell, California approved _____ between **THE CITY OF BELL,** a public body, corporate and politic ("Agency") and the undersigned, under which contract the undersigned shall complete work as described in the contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City Council, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within 10 days after the receipt of demand from the Agency. In the event repairs are not made within 10 days, the Agency shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the Agency, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the Agency, to replace any such equipment and repair said items completely without cost to the Agency so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the Agency the Agency; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the Agency, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

_____ _____

Date Contract

FINAL CLOSEOUT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ALL CLAIMS is made in Bell, California, this _____ day of _____, ____ by and between THE CITY OF BELL, hereinafter referred to as "AGENCY"; and _____, hereinafter referred to as "CONTRACTOR".

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as the authorized representative of CONTRACTOR, for and in consideration of _____ DOLLARS ($_____), to be paid to the CONTRACTOR, does hereby and for each of its successors, assigns and partners, release, acquit and forever discharge the AGENCY, and each of its successors, assigns, officers, agents, servants, consultants and employees, from any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever which might have been asserted against AGENCY by reason of any matter or thing which was the subject matter of or basis for:

1. The performance of all terms and conditions of that certain contract dated _____, for this Project, PROJECT, The Gage Avenue Improvements from Wilcox Avenue to River Drive.

2. Change Order Nos. _____ through _____, inclusive, as approved by AGENCY and CONTRACTOR, pertaining to this Project;

3. The claim for equitable contract adjustment time extension required to complete all improvements for this project, dated _____, ____ in a timely manner and to the satisfaction of CITY ENGINEER of AGENCY, as compromised and settled by Change Order No. _____ approved _____, ____;

4. Claims, known or unknown, of any subcontractors of CONTRACTOR relating to this Project and Change Order Nos. _____ through _____, inclusive relating thereto.

Excepting only the payment of the retained cash amount of $ _____ and the release of bonds to guarantee labor and materials payment and faithful performance.

That the undersigned, as the authorized representative of AGENCY, for and in consideration of the CONTRACTOR'S completion of this Project, does hereby and for each of

its successors, assigns and partners, release, acquit and forever discharge CONTRACTOR, and each of its successors, assigns, officers, agents, servants and employees from any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever which might have been asserted against CONTRACTOR by reason of any matter or thing which was the subject matter of or basis for:

Change Order Nos. _____ through _____, inclusive, as approved by AGENCY and CONTRACTOR, pertaining to this Project.

Excepting only CONTRACTOR'S completion of all work as specified by this Project.

Nothing contained herein shall waive or alter the rights, privileges and powers of the AGENCY or the duties, liabilities and obligations of the CONTRACTOR and its surety with respect to this Project.

All work for this Project shall be completed to acceptable standards and tolerances prior to execution of this agreement.

Upon execution of this agreement, the AGENCY agrees to immediately file and record a Notice of Completion with the County Recorder's Office to begin the statutory lien period. The AGENCY agrees that the execution of this agreement commences the running time of any warranty or guarantee periods specified in the contract. The AGENCY and CONTRACTOR agree that the CONTRACTOR is liable for damages for delay, liquidated damages, in the amount of $ _____ for failure to complete the work specified in this Project Specifications within Sixty (60) working days, time allowed under Section _____ of This Project Specifications.

The presently retained amount $_____ is ten percent (10%) of the total adjusted contract cost $_____, for this Project, less liquidated damages of $_____. Said retention monies will be released to the

CONTRACTOR at the expiration of the lien period thirty-five (35) calendar days after recordation of the Notice of Completion by the County Recorder's Office.

CONTRACTOR and AGENCY agree that the total adjusted contract price and time of performance for this Project as follows:

ORIGINAL CONTRACT PRICE $_____ _____ working days

ADD

CHANGE ORDER	DESCRIPTION	(DEDUCT) AMOUNT	TIME EXTENSION
TOTAL CHANGE ORDER NOS. ____-____		_____	_____
FINAL ADJUSTED CONTRACT PRICE	$ _____	_____ working days	

The final completion date of the work for this Project. is _____, ____.

It is understood and agreed by the undersigned that the facts with respect to which the foregoing Release is given may hereafter turn out to be other than or different from the facts now known to be or believed by said undersigned to be true, and the undersigned hereto expressly assume the risk of the facts turning out to be different than they now appear, and agree that the foregoing Release shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts. The undersigned hereby expressly waive any and all rights the undersigned have or may have under California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."

It is understood and agreed that this settlement is a compromise of doubtful and disputed claims, and that the releases made by the CONTRACTOR and AGENCY herein are not to be construed as an admission or admissions of liability on the part of either party and that the parties deny liability thereof and intend merely to avoid litigation and to buy their peace.

The undersigned agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the subject matter of this Release.

The CONTRACTOR hereby releases and agrees to indemnify the AGENCY for all claims, including those of its Subcontractors for any and all delay and impact costs.

The terms of this release shall not excuse the responsibility of the CONTRACTOR to guarantee all work for a period of one (1) year from the date of acceptance of all improvements by the AGENCY. CONTRACTOR shall repair and replace any and all improvements damaged or failed (ordinary wear and tear, and usual abuse or neglect accepted) and shall maintain the original Faithful Performance Bond in full force and effect for the entire guarantee period.

Contract Agreement

The CONTRACTOR represents and warrants to the AGENCY that the CONTRACTOR has not heretofore assigned, or transferred, or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever and the CONTRACTOR agrees to indemnify and hold harmless the AGENCY against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims, including attorneys' fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.

The undersigned acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this mutual Release of All Claims in full, and understand, and voluntarily consent, and agree to each and every provision contained herein.

The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the undersigned and that this Release contains the entire agreement among the parties hereto and that the terms of this Release are contractual and not a mere recital.

The persons executing this Release of All Claims represent and warrant to the other party that the execution and performance of the terms of this Release have been duly authorized by all requisite corporate, partnership, individual or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter into this Release.

Executed this _____ day of _____, ____ at Bell, California.

AGENCY: CONTRACTOR:

_____ _____

[CHAIRMAN/DESIGNEE] – (Name of Contractor, Company or Corporation)
[INVITING AGENCY] of the City of Bell

Telephone No. _____

ATTEST: By: _____

(Print)

_____ _____

Agency [SECRETARY/DESIGNEE] (Signature)
[INVITING AGENCY] of the City of Bell

_____

(Title)

APPROVED AS TO CONTENT:

_____

[EXECUTIVE DIRECTOR OR OTHER DESIGNEE] - [INVITING AGENCY]
of the City of Bell

APPROVED AS TO FORM:

_____

[TITLE OF COUNSEL] – [INVITING AGENCY] of the City of Bell

NOTE: SIGNATURE'S OF CORPORATE AND SURETY OFFICALS MUST BE NOTARIZED.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks which comprise the Services at the following rates:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$ 5,000.00	$ 5,000.00
2	Public Notification	LS	1	$ 1,500.00	$ 1,500.00
3	Traffic Control System and Plans	LS	1	$ 12,700.00	$ 12,700.00
4	Point Repair	-	-	-	-
[redacted]	– Schedule A	EA	4	$ 8,500.00	$ 34,000.00
[redacted]	– Schedule B	EA	4	$ 15,500.00	$ 62,000.00
5	CIPP Liner	-	-	-	-
[redacted]	– Schedule A	LF	4,176	$ 30.00	$ 125,280.00
[redacted]	– Schedule B	LF	663	$ 30.00	$ 19,890.00
6	Spot Repair (4 Foot Sections)	-	-	-	-
[redacted]	– Schedule A	EA	216	$ 840.29	$ 181,502.64
[redacted]	– Schedule B	EA	23	$ 1448.93	$ 26,425.39
7	Cured-In-Place Lateral Repair	-	-	-	-
[redacted]	– Schedule A	EA	1	$ 5,800.00	$ 5,800.00
[redacted]	– Schedule B	EA	1	$ 4,800.00	$ 4,800.00
8	Inspector Training	LS	1	$ 2,500.00	$ 2,500.00
9	Adjust Sewer Manhole	-	-	-	-
[redacted]	– Schedule A	EA	1	$ 2,000.00	$ 2,000.00
[redacted]	– Schedule B	EA	1	$ 2,000.00	$ 2,000.00
10	End Seal O-Ring (Gasket)	-	-	-	-
[redacted]	– Schedule A	EA	36	$ 150.00	$ 5,400.00

[redacted]	– Schedule B	EA	4	$ 150.00	$ 600.00
				TOTAL BASE BID AMOUNT	$ 491,398.03
				***Locations of Schedule A and B are identified in the project plans. The differences in unit costs are due to varying sizes of the pipes and location of the work.**	

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed Four Hundred Ninety One Thousand Three Hundred Ninety Eight Dollars and Three Cents ($491,398.03) as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Following issuance of a Notice to Proceed by the Contract Officer, the Contractor shall have fifty (50) working days to complete the Services based on the following schedule:**

a. **Point Repair (schedule A) work shall be completed to the satisfaction of the Contract Officer no later than 10 working days after issuance of the Notice to Proceed.**

b. **Point Repair (schedule B) work shall be completed to the satisfaction of the Contract Officer no later than 20 working days after issuance of the Notice to Proceed.**

c. **CIPP Lining & End Seal & Lateral Repair (schedule A) work shall be completed to the satisfaction of the Contract Officer no later than 20 working days after issuance of the Notice to Proceed.**

d. **CIPP Lining & End Seal & Lateral Repair (schedule B) work shall be completed to the satisfaction of the Contract Officer no later than 25 working days after issuance of the Notice to Proceed.**

e. **Manhole Adjustment (schedule A&B) work shall be completed to the satisfaction of the Contract Officer no later than 25 working days after issuance of the Notice to Proceed.**

f. **Spot Repair (schedule A) work shall be completed to the satisfaction of the Contract Officer no later than 40 working days after issuance of the Notice to Proceed.**

g. **Spot Repair (schedule B) work shall be completed to the satisfaction of the Contract Officer no later than 45 working days after issuance of the Notice to Proceed.**

h. **All Miscellaneous work shall be completed to the satisfaction of the Contract Officer no later than 50 working days after issuance of the Notice to Proceed.**

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Howard W. Brown Jr., City Manager

SUBJECT: Approve Resolution 2016-93 authorizing the City Manager to execute the agreement with California Department of Transportation upon review and approval of the City Council to complete Safe Routes to School Plan

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive further reading to adopt Resolution 2016-93 authorizing City Manager to execute the agreement with California Department of Transportation (Caltrans) upon review and approval of the City Council to complete Safe Routes to School Plan

BACKGROUND

City of Bell submitted a grant application for Caltrans Sustainable Transportation Planning Grant to develop Safe Routes to School Plan for the City of Bell. On June 8, 2016, the City was notified that the City won the grant. Since that time City staff has been working with Caltrans to prepare a grant agreement. The grant award amount is $149,100 with $17,102 of City's local match, totaling $166,202 for the project amount. The goal of the Safe Routes to School plan is to increase the number of children that walk and bike to schools and to improve the safety in the school zones. The City will work with the school district, individual schools, parents and students to identify barriers to safely walking and bicycling to school sites. The collective findings will be compiled into a plan with detailed design recommendations for physical changes to streets, sidewalks and intersections to support safe and active transportation to all nine schools within the City.

In order to enter into an agreement with Caltrans to proceed with the grant project, Caltrans has required the City to adopt a resolution to designate a person that will be authorized to enter into agreements with Caltrans on behalf of the City. If the above recommendation is approved, the City Manager or his designee will be authorized to execute the agreement. However, Staff will bring the final agreement back to the City Council prior to execution.

FISCAL IMPACT

There is no fiscal impact to the City's fund by this action. Once the grant agreement in finalized and the project approved, the City will be required to provide $17,102 in local match funds which will be from the Gas Tax (#104) fund.

ATTACHMENTS

1. Resolution 2016-93

RESOLUTION NO. 2016 – 93

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION UPON REVIEW AND APPROVAL OF THE CITY COUNCIL FOR THE CITY OF BELL TO COMPLETE SAFE ROUTES TO SCHOOL PLAN

WHEREAS, the City of Bell is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation;

WHEREAS, a Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Bell wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

Section 1. Authorize the City Manager, or designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation upon review and approval of the City Council.

PASSED, APPROVED, AND ADOPTED this 30th day of November 2016.

_____
Alicia Romero, Mayor

ATTEST

_____
Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

I, Angela Bustamante, Acting City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 30th day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angela Bustamante, Acting City Clerk

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Mayor and Members of the City Council

FROM: Sergio Ibarra, Human Resources & Risk Manager

APPROVED: _____
BY Howard W. Brown, Jr., City Manager

SUBJECT: Appointment of City Clerk- Angela Bustamante

RECOMMENDATION

It is recommended that the City Council read by title only, waive further reading and adopt the following resolution:

1. RESOLUTION NO. 2016-95: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPOINTING ANGELA BUSTAMANTE AS CITY CLERK AND RECINDING AND REPLACING RESOLUTION NO. 2016-81

2. Approve the appointment of Angela Bustamante as City Clerk for the City effective November 9, 2016.

3. Approve the City Clerk Job Description

BACKGROUND

Resolution 2016-81 appointed Angela Bustamante as the City of Bell who has served as the Acting City Clerk for the City of Bell since July 28, 2014. Ms. Bustamante started her career in the City of Cudahy and has over 7 years of municipal experience in the City Clerk's office. Since joining the City in 2014, Ms. Bustamante has demonstrated a record of implementing best practices in the City Clerk's Office, and open and transparent government policies and practices.

Generally speaking, the City Clerk is the official record keeper of the City business. The specific duties of the position of the City Clerk are set forth in Section 704 of the City Charter.

Pursuant to City Council direction, the City Manager has discussed with Ms. Bustamante the terms of serving as the City Council appoint City Clerk. Since the City Clerk position is designated as a Management at-will position, she will be entitled to receive the same benefits

as provided to the other management employees as set forth in the resolution 2016-59 (Management Benefits resolution). The salary range for the City Clerk position is provided in Resolution 2016-20 (identifying employee classifications, compensation levels and salary ranges for Fiscal Years 2014-2016)

Ms. Bustamante's appointed as City Clerk was approved by the City Council on November 9, 2016, Ms. Bustamante's compensation would be initially be at the "D" step for the City Clerk position. The only benefits not otherwise provided to Management employees set forth in Section 2, Section 3, Section 4 and Section 5 of the attached resolution pertaining to tuition reimbursement, education pay, professional development, and severance upon separation. The enumerated tuition reimbursements in Section 3 would be the same as those provided for the City's most recent Memorandum of Understanding with the Bell Police Officer's Association. The education pay provision in Section 2 would be the same as provided in the Memorandum of Understanding with the Bell Police Officers Association. The severance payment afforded upon separation in Section 5 to Ms. Bustamante shall be one (1) month of base pay and would be the same as to those positions designated as Management employees in Resolution 2016-59. A revised City Council Resolution 2016-95 is attached to reflect the changes per Council direction.

List of basic contract terms:

- Base compensation of $72,768, beginning on November 09, 2016.
- Tuition reimbursement up to 75% of tuition fees equal or equivalent to those of the California State University System.
- When Ms. Bustamante receives a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree from an accredited college or university, she will receive additional pay of five percent (5%) of her salary as education pay.

Severance:

- Upon City termination without cause: 1 month's salary (appx. $6,064.00).
- No severance due if termination is for cause, or if termination is initiated by employee.

Other benefits:
Professional development:

- City-paid membership in professional organizations related to official city business such as the City Clerks Association of California (C.C.A.C.)
- Approval of other professional development activities upon availability of budgeted training funds.

Medical, dental, vision, and life insurance: City Clerk will receive the same group medical, dental, vision, and life insurance plans offered to City management staff.

Retirement: 2.7% @ 55 formula for classic PERS employees, with the employee paying full employee member contribution (currently at 8%) or PERPA 2% @ 62, with the employee paying full employee member contribution (currently 6.75%).

FISCAL IMPACT

The position would be paid for from the following funds:

General Fund (001-50-5100– 100%) - $72,768 annual salary
Annual Cost of Education pay of 5% $3,638.40
Including salary and benefits, the annual cost of the position will be approximately $99,899.16
Tuition reimbursement at 75% of CSU Rates: $4,104

ATTACHMENT

- RESOLUTION NO. 2016-95 :A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPOINTING ANGELA BUSTAMANTE AS CITY CLERK and RECIDING and REPLACING RESOLUTION No. 2016-81
- City Council Report- City Clerk Appointment November 9, 2016
- City Clerk Job Description
- City Clerk Full Salary and Benefits cost

Attachment 1

RESOLUTION NO. 2016-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPOINTING ANGELA BUSTAMANTE AS CITY CLERK and RECINDING and REPLACING RESOLUTION NO. 2016-81

WHEREAS, Section 700 of the City of Bell ("City") Charter provides that "[i]n addition to the City Council and Chief Administrative Officer, the officers and employees of the City shall consist of a City Attorney, a City Clerk, a City Treasurer, [and] such other officers, assistant, deputies, and employees as the City Council may provide by resolution[;]" and

WHEREAS, Section 701 of the City Charter provides that the position of the City Clerk of the City "shall be appointed by and may be removed by the affirmative votes of at least a majority of all the members of the City Council[;]" and

WHEREAS, the duties of the position of City Clerk are set forth in Section 704 of the City Charter; and

WHEREAS, California Government Code section 36506 provides that "[b]y resolution or ordinance, the city council shall fix the compensation of all appointive officers and employees[;]" and

WHEREAS, pursuant to Resolution 2016-18, adopted by the City Council on April 13, 2016, the position of City Clerk is an unrepresented, at-will position excluded from the classified service of the City and is designated as a "Management" position; and

WHEREAS, the compensation of the City Clerk is provided for in Resolution 2016-20 (identifying employee classifications, compensation levels and salary ranges for Fiscal Years 2014-2016), adopted by the City Council on April 13, 2016 and as may be amended from time to time; and

WHEREAS, the benefits for the position of City Clerk shall be those provided to "Management" employees as set forth in Resolution 2016-59 (management benefits resolution), adopted by the City Council on August 10, 2016 and as may be amended from time to time; and

WHEREAS, Angela Bustamante ("Ms. Bustamante") has served as the Acting City Clerk for the City since July 28, 2014; and

WHEREAS, Ms. Bustamante's compensation for performing the duties of the City Clerk will initially be set at the Step D level for this position, which is $6,367.20 per month; and

WHEREAS, Ms. Bustamante was appointment as City Clerk on November 9, 2016; and

WHEREAS, the City Council made changes to Resolution 2016-81 on November 9, 2016 and desires to rescind and replace the Resolution 2016-81; and

WHEREAS, Ms. Bustamante understands that the position of City Clerk is an unrepresented, at-will position, and further understands that she may be removed at any time by the affirmative vote of at least a majority of all members of the City Council pursuant to Section 701 of the City Charter.

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

SECTION 1. Resolution 2016-81 is hereby rescinded and Replaced by Resolution 2016-95. The Effective the date of appointment of Ms. Bustamante as the City Clerk of the City of Bell is November 9, 2016.

SECTION 2. Ms. Bustamante's compensation shall be as provided for in Resolution 2016-20, adopted by the City Council on April 13, 2016 and as may be amended from time to time. Ms. Bustamante's compensation shall initially be set at the Step D level for the City Clerk position, which is currently $6,064.00 per month.

- When Ms. Bustamante receives her Certified Municipal Clerk certificate, her compensation will be set at the Step E level for the City Clerk position (currently $6,367.20 per month, which amount may be amended from time to time).
- When Ms. Bustamante receives a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree from an accredited college or university, shall receive additional pay of five percent (5%) of her salary as education pay.

SECTION 3. Except as provided in this Section 3 and below in Sections 4 and Section 5, Ms. Bustamante's benefits shall be those provided to "Management" employees as set forth in Resolution 2016-59 (management benefits resolution), adopted by the City Council on August 10, 2016 and as may be amended from time to time. Ms. Bustamante shall receive tuition reimbursement and professional development as follows:

- Ms. Bustamante will be reimbursed up to seventy-five percent (75%) of tuition fees equal or equivalent to those of the California State University System. Excess tuition fees shall be paid by Ms. Bustamante.
- Educational programs must be job-related.
- Educational institutions must be an accredited two-year college or four-year college or university.
- Reimbursement shall take place after successful completion of the course and receiving a grade of "C" or better.
- This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.
- City-paid membership in professional organizations related to official city clerk business such as the City Clerks Association of California (C.C.A.C.)
- The City Manager is authorized to approve other city clerk professional development activities upon availability of budgeted training funds.

SECTION 4. Notwithstanding that the City Clerk position is designated as a Management position, Ms. Bustamante shall be afforded the same rights to a severance payment as that of Management positions employee set forth in Resolution 2016-59 (Management Benefits Resolution) (i.e. the amount equal to the monthly base salary of the employee in effect multiplied by one (1)). All conditions set forth in Resolution 2016-59 for eligibility for the severance payment shall apply.

SECTION 5. The City Council hereby approves amending the Fiscal Year 2016-17 budget by appropriating an amount of $4200.00 from the General Fund Unrestricted Fund Balance to the City Clerk's Office Training/Education Fund 001-50-00-00-000-7900.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 30TH DAY OF November, 2016.

Alicia Romero, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 30th day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

Attachment 2

City of Bell
Agenda Report

DATE: November 09, 2016

TO: Mayor and Members of the City Council

FROM: Sergio Ibarra, Human Resources & Risk Manager

APPROVED: _____
BY Howard W. Brown, Jr., City Manager

SUBJECT: Appointment of City Clerk- Angela Bustamante

RECOMMENDATION

It is recommended that the City Council read by title only, waive further reading and adopt the following resolution:

1. RESOLUTION NO. 2016-81:A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPOINTING ANGELA BUSTAMANTE AS CITY CLERK

2. Approve the appointment of Angela Bustamante as City Clerk for the City effective October 26, 2016.

3. Approve the City Clerk Job Description

BACKGROUND

Resolution 2016-81 would appoint Angela Bustamante as the City of Bell who has served as the Acting City Clerk for the City of Bell since July 28, 2014. Ms. Bustamante started her career in the City of Cudahy and has over 7 years of municipal experience in the City Clerk's office. Since joining the City in 2014, Ms. Bustamante has demonstrated a record of implementing best practices in the City Clerk's Office, and open and transparent government policies and practices.

General speaking, the City Clerk is the official record keeper of the City business. The specific duties of the position of the City Clerk are set forth in Section 704 of the City Charter.

Pursuant to City Council direction, the City Manager has discussed with Ms. Bustamante the terms of serving as the City Council appoint City Clerk. Since the City Clerk position is designated as a Management at-will position, she will be entitled to receive the same benefits as provided to the other management employees as set forth in the resolution 2016-59 (Management Benefits resolution). The salary range for the City Clerk position is provided in Resolution 2016-20 (identifying employee classifications, compensation levels and salary ranges for Fiscal Years 2014-2016)

If her appointment is approved by the City Council, Ms. Bustamante's compensation would be initially be at the "C" step for the City Clerk position. The only benefits not otherwise provided to Management employees set forth in Section 3, Section 4 and Section 5 of the attached resolution pertaining to tuition reimbursement, bilingual pay, professional development, and severance upon separation. The enumerated tuition reimbursements in Section 3 would be the same as those provided for the City's most recent Memorandum of Understanding with the Bell Police Officer's Association. The bilingual pay provision in Section 4 would be the same as provided in the Memorandum of Understanding with the Bell City Employee Association. The severance payment afforded upon separation in Section 5 to Ms. Bustamante shall be three (3) months base pay and would be the same as to those positions designated as Administrative Management in Resolution 2016-59.

List of basic contract terms:

- Base compensation of $69,302.88, beginning on October 26, 2016.

- Tuition reimbursement up to 75% of tuition fees equal or equivalent to those of the California State University System.

Severance:

- Upon City termination without cause: 3 month's salary (appx. $17,331.72).
- No severance due if termination is for cause, or if termination is initiated by employee.

Other benefits:

Professional development:

- City-paid membership in professional organizations related to official city business such as the City Clerks Association of California (C.C.A.C.)
- Approval of other professional development activities upon availability of budgeted training funds.
- Bilingual Pay of $175.00 per month (amount equal to what the B.C.E.A. employees receive).

Medical, dental, vision, and life insurance: City Clerk will receive the same group medical, dental, vision, and life insurance plans offered to City management staff.

Retirement: 2.7% @ 55 formula for classic PERS employees, with the employee paying full employee member contribution (currently at 8%) or PERPA 2% @ 62, with the employee paying full employee member contribution (currently 6.75%).

FISCAL IMPACT

The position would be paid for from the following funds:

General Fund (001-50-5100-- 100%) - $69,302.88 annual salary
Including salary and benefits, the annual cost of the position will be approximately $94,189.86
Tuition reimbursement at 75% of CSU Rates: $4,104

ATTACHMENT

- RESOLUTION NO. 2016-81:A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPOINTING ANGELA BUSTAMANTE AS CITY CLERK
- City Clerk Job Description
- Resolution 2016-59- Section 12-Severance

Attachment 1

RESOLUTION NO. 2016-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPOINTING ANGELA BUSTAMANTE AS CITY CLERK

WHEREAS, Section 700 of the City of Bell ("City") Charter provides that "[i]n addition to the City Council and Chief Administrative Officer, the officers and employees of the City shall consist of a City Attorney, a City Clerk, a City Treasurer, [and] such other officers, assistant, deputies, and employees as the City Council may provide by resolution[;]" and

WHEREAS, Section 701 of the City Charter provides that the position of the City Clerk of the City "shall be appointed by and may be removed by the affirmative votes of at least a majority of all the members of the City Council[;]" and

WHEREAS, the duties of the position of City Clerk are set forth in Section 704 of the City Charter; and

WHEREAS, California Government Code section 36506 provides that "[b]y resolution or ordinance, the city council shall fix the compensation of all appointive officers and employees[;]" and

WHEREAS, pursuant to Resolution 2016-18, adopted by the City Council on April 13, 2016, the position of City Clerk is an unrepresented, at-will position excluded from the classified service of the City and is designated as a "Management" position; and

WHEREAS, the compensation of the City Clerk is provided for in Resolution 2016-20 (identifying employee classifications, compensation levels and salary ranges for Fiscal Years 2014-2016), adopted by the City Council on April 13, 2016 and as may be amended from time to time; and

WHEREAS, the benefits for the position of City Clerk shall be those provided to "Management" employees as set forth in Resolution 2016-59 (management benefits resolution), adopted by the City Council on August 10, 2016 and as may be amended from time to time; and

WHEREAS, Angela Bustamante ("Ms. Bustamante") has served as the Acting City Clerk for the City since July 28, 2014; and

WHEREAS, the City Council now desires to appoint Ms. Bustamante to the position of City Clerk; and

WHEREAS, Ms. Bustamante desires to accept appointment as City Clerk; and

WHEREAS, Ms. Bustamante's compensation for performing the duties of the City Clerk will initially be set at the Step C level for this position, which is $5,777.24 per month; and

WHEREAS, Ms. Bustamante understands that the position of City Clerk is an unrepresented, at-will position, and further understands that she may be removed at any time by the affirmative vote of at least a majority of all members of the City Council pursuant to Section 701 of the City Charter.

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

SECTION 1. Effective the date of the adoption of this Resolution, Ms. Bustamante is appointed to be the City Clerk of the City of Bell.

SECTION 2. Ms. Bustamante's compensation shall be as provided for in Resolution 2016-20, adopted by the City Council on April 13, 2016 and as may be amended from time to time. Ms. Bustamante's compensation shall initially be set at the Step C level for the City Clerk position, which is currently $5,777.24 per month.

- When Ms. Bustamante receives her Certified Municipal Clerk certificate, her compensation will be set at the Step D level for the City Clerk position (currently $6,064.00 per month, which amount may be amended from time to time).
- When Ms. Bustamante receives a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree from an accredited college or university, her compensation will be set at the Step E level for the City Clerk position (currently $6,367.20 per month, which amount may be amended from time to time).

SECTION 3. Except as provided in this Section 3 and below in Sections 4 and Section 5, Ms. Bustamante's benefits shall be those provided to "Management" employees as set forth in Resolution 2016-59 (management benefits resolution), adopted by the City Council on August 10, 2016 and as may be amended from time to time. Ms. Bustamante shall receive tuition reimbursement and professional development as follows:

- Ms. Bustamante will be reimbursed up to seventy-five percent (75%) of tuition fees equal or equivalent to those of the California State University System. Excess tuition fees shall be paid by Ms. Bustamante.
- Educational programs must be job-related.
- Educational institutions must be an accredited two-year college or four-year college or university.
- Reimbursement shall take place after successful completion of the course and receiving a grade of "C" or better.
- This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.
- City-paid membership in professional organizations related to official city clerk business such as the City Clerks Association of California (C.C.A.C.)
- The City Manager is authorized to approve other city clerk professional development activities upon availability of budgeted training funds.

SECTION 4. Bilingual Pay: City shall pay one hundred seventy-five dollars ($175) per month as bilingual pay to the Ms. Bustamante if she meets the following qualifications and requirements:

- Employee must speak a language such as Spanish, or any other language approved by the City.
- Employee is required to pass a proficiency exam, to be conducted in manner determined by the City.
- Employee shall be reimbursed for bilingual schooling. To qualify for the reimbursement, employee shall obtain written approval from the City Manager before enrolling in any bilingual program. Such reimbursement shall take place if employee passes the required proficiency exam. This reimbursement shall not be considered compensation as defined in CCR Section 571.

- Employee shall make written request for Bilingual Pay to the Human Resources Office. The City shall schedule a test within ninety (90) days of receipt of this request. If the test is not scheduled within ninety (90) days, then bilingual pay shall become effective.

SECTION 5. Notwithstanding that the City Clerk position is designated as a Management position, Ms. Bustamante shall be afforded the same rights to a severance payment as that of an Administrative Management position employee set forth in Resolution 2016-59 (Management Benefits Resolution) (i.e. the amount equal to the monthly base salary of the employee in effect multiplied by three(3)). All conditions set forth in Resolution 2016-59 for eligibility for the severance payment shall apply.

SECTION 6. The City Council hereby approves amending the Fiscal Year 2016-17 budget by appropriating an amount of $4200.00 from the General Fund Unrestricted Fund Balance to the City Clerk's Office Training/Education Fund 001-50-00-00-000-7900.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 9TH DAY OF November, 2016.

_____
Alicia Romero, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 9th day of November, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angela Bustamante, City Clerk

Attachment 2

Full Cost for the City Clerk Position:

Annual Salary: $69,302.88 (Step C- $5,775.24)

CalPERS: $8,821.56 (12.729%)

Health Benefits: $6886.68*

Vision: $309.36

Dental: $1,467.72

Bilingual Pay: $2,100

FICA Tax: $4296.77 (6.2%)

MEDI Tax: $1,004.89 (1.45%)

Total: $94,189.86

*(Average Kaiser Plan monthly cost $573.89)

CLASSIFICATION SPECIFICATION

CITY OF BELL

CITY CLERK

DEFINITION

Assumes responsibility for performing the duties of the City Clerk; provides highly complex administrative and clerical support to members of the City Council, and maintains all City official records; acts as the City's elections official and filing officer; provides a wide variety of high level office administrative and secretarial support to a department head and related management, professional, and supervisory staff; performs technical support work related to the department to which assigned; creates, implements, and participates in administrative processes, procedures and programs; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from members of the City Council and from higher level City supervisory or management staff.

May exercise functional supervision over assigned clerical staff.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Assumes responsibility for the duties of the City Clerk; provides highly complex administrative and clerical support to members of the City Council; prepares, assembles, posts and distributes City Council agendas and supporting documentation.
- Attends all Council meetings, takes minutes and follows through with all Council actions.
- Executes and certifies all City documents; maintains all official City records.
- Posts and updates City Clerk website with agendas, minutes, public notices and resolutions.
- Researches and gathers documents in response to all audits from various agencies.
- Serves as the City's elections official and filing officer; conducts all general and special municipal elections; ensures City compliance with all FPPC regulations.
- Receives public records requests and subpoenas; researches documents to respond to all requests; within established guidelines, responds to requests or submits to higher level management for action.
- Performs administrative assistance and support duties for an assigned department; creates, implements, and participates in various processes, procedures and programs;

provides information and assistance to the public on department operations and services.

- Manages office support functions; may direct the work activities of assigned clerical staff; prioritizes and coordinates work assignments; reviews work for accuracy.
- Attends to a variety of office administrative details, such as ordering and coordinating supply orders, preparing contracts and agreements, arranging for equipment purchases and maintenance, and attending meetings.
- Processes bills and invoices for payment; prepares and transmits a variety of financial expense statements and other fiscal transactions.
- Performs project research and report preparation related to the activities of the department to which assigned; compiles information and data for administrative, statistical and financial reports; checks and tabulates statistical data.
- Prepares and assembles reports, manuals, articles, announcements, and other informational materials.
- Organizes, coordinates, maintains, and updates departmental record systems; enters and updates information with departmental activity, inventory files, and report summaries.
- Coordinates calendars and makes meeting arrangements; arranges for necessary facilities and materials to be available at meetings.
- Coordinates travel arrangements and accommodations for department personnel and submits all related paperwork.
- Assists with special event programs; coordinates reservations and use of equipment and facilities.
- Prepares, processes and tracks purchase requisitions for services and materials.
- May provide administrative support in the preparation of department/division budget.
- Receives and responds to questions and comments from the public in a courteous and timely manner.
- May process and handle confidential and sensitive information.
- Performs special projects as assigned.
- Performs related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education:
Equivalent to a High School Diploma or GED supplemented by college-level coursework in business or public administration.

Experience:
Three (3) years of increasingly responsible experience in performing complex administrative clerical or secretarial duties. Previous experience as a City Clerk and ability to speak Spanish are desirable.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Operations, services and activities of the Office of the City Clerk.
- Municipal government operations and services.
- Rules and regulations governing the conduct of City Council meetings including the Brown Act.
- Principles and practices of public agency record keeping.
- Rules and regulations governing the municipal election process including the elections code and all pertinent FPPC requirements.
- Pertinent City codes, resolutions, ordinances, agreements and policies.
- Modern office administrative and secretarial practices and procedures, including the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Principles and practices of data collection and report preparation.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Business arithmetic and basic statistical techniques.
- Principles and practices of complex record keeping..
- Methods and techniques of providing quality customer service to City staff and members of the public.
- English usage, grammar, spelling, vocabulary, and punctuation.

Ability to:

- Serve in the official capacity of the City Clerk.
- Compile the agenda and supporting documentation for City Council meetings.

- Ensure compliance with the Brown Act and any other regulations governing the conduct of official municipal meetings
- Prepare and/or maintain all official City records and documents.
- Manage and ensure compliance with rules and regulations governing the municipal election process.
- Provide varied, confidential and responsible secretarial and office administrative work requiring the use of independent judgment, tact and discretion.
- Learn the operations and services of the department or division to which the position is assigned.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Develop, interpret, apply, and explain a wide variety of technical policies and procedures, and communicate difficult procedures and regulations to those encountered in the course of work.
- Research, compile and summarize information and data.
- Compose correspondence and reports independently or from brief instructions.
- Organize, maintain, and update office database and records systems.
- Enter and retrieve data from a computer with sufficient speed and accuracy.
- Organize own work, coordinate projects, set priorities, meet critical time deadlines, and follow-up on assignments with a minimum of direction.
- Operate modern office equipment including computer equipment and software programs.
- Use tact, initiative, prudence and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Communicate clearly and effectively, both verbally and in writing.
- Understand and follow oral and/or written policies, procedures, and instructions.
- Establish and maintain effective working relationships with those contacted in the course of work

LICENSE, CERTIFICATE, AND REGISTRATION REQUIREMENTS:

Ability to obtain and retain a California Class C driver's license by the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Requires certification as a Notary Public. Certification as a Municipal Clerk is desirable.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility – frequent standing or sitting for extended periods; frequent walking; occasional driving may be required depending upon assignment; occasional pushing/pulling; occasional bending, kneeling, squatting and crawling. Lifting – occasional lifting up to 25 pounds. Vision – constant use of good overall vision for reading/close up work; frequent use of color perception and eye/hand coordination; occasional use of depth perception and peripheral vision. Dexterity – frequent repetitive motion from writing and using a computer keyboard; frequent grasping, holding and reaching. Hearing/Talking - frequent hearing/talking to others on the telephone and in person; occasional hearing of faint sounds. Emotional/Psychological – frequent decision making and concentration; occasional public contact; occasional working alone.

WORKING CONDITIONS

Work is typically performed in an indoor office environment, but occasionally requires travel to other locations. May encounter angry or upset citizens. Subject to frequent interruptions and extensive contact with the public. Extension of the workday may be required due to meetings and workload.

(Draft 10/26/2016)

Attachment 3

City shall provide a life insurance policy in the amount of one hundred thousand dollars ($100,000) for each Elected Official.

B. RETIREMENT BENEFITS

The City will pay the employer portion of retirement contribution to the California Public Employees' Retirement System (CalPERS) provided that the Elected Official files an election in writing to become a CalPERS member pursuant to Government Code section 20322. Elected Officials are required to pay their full member contributions of whichever plan under which they are eligible for CalPERS retirement benefits pursuant to the City's contract with CalPERS. Retirement plans include the following:

1. Tier I Miscellaneous -2.7% at 55 Plan (Start date before January 1, 2013, or on or after January 1, 2013 and determined to be a "classic member" by CalPERS)
    i. Single highest year compensation
    ii. Military service credit

2. Tier II (PEPRA) Miscellaneous- 2% at 62 Plan (Start date on or after January 1, 2013 and determined by CalPERS not to be a "classic member" as defined by CalPERS)
    i. Highest thirty-six (36) consecutive month's compensation
    ii. Military service credit.

C. DEFERRED COMPENSATION

Pursuant to California Government Code Section 53213, all Elected Officials shall be eligible to participate in the City's Deferred Compensation Plans with no contribution by the City.

D. DEDUCTIONS

Deductions (including Social Security and Workers' Compensation) may be made from the salaries of Elected Officials as provided by law or upon their written authorization for City approved deduction programs.

SECTION 11. INDEMNIFICATION

Consistent with Section 502(d) of the City Charter, enacted March 3, 2015 and providing that the City shall not indemnify any past or present elected official beyond what is required under State law, defense and indemnification for employees shall be provided only as required by California law. (See, e.g., Gov. Code, §§ 825 *et seq.*, 995 *et seq.*)

SECTION 12. SEVERANCE

Administrative Management and Management employees shall be entitled to severance only as provided in this Section 12. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of an Administrative Management or Management employee with respect to severance pay in the event of the termination, other than for cause.

A. ADMINISTRATIVE MANAGEMENT EMPLOYEES

In the event an Administrative Management employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by three (3). The severance payment shall not include the monetary value of benefit during said time, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, an Administrative Management employee must have worked for the City a minimum of six (6) months.

Should Employee be terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above. Additionally, should Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

B. MANAGEMENT EMPLOYEES

In the event a Management employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by one (1). The severance payment shall not include the monetary value of benefit during said time, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, a Management employee must have worked for the City a minimum of six (6) months.

Should Employee be terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above. Additionally, should Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. GENERAL PROVISIONS

For the purposes of this Resolution, "cause" for termination shall include, but not be limited to, the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of state law or the City's Municipal Code or charter, ordinances, rules, and regulations, (8) use or possession of illegal drugs in violation of state law and/or the City's drug policy, to be adopted at a later date, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, including conviction of theft or attempted theft, (11) significant mismanagement of City finances, (12) any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to

the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

SECTION 13. APPLICABLE POLICIES

A. NEPOTISM

The City's nepotism policy is described as follows:

1. No City employee shall be appointed or promoted to a position in any department in which such City employee's relative already holds a position, when such employment would result in any of the following:

   a. A supervisor-subordinate relationship;
   b. The employees' job duties will require performance of shared duties on the same or related work assignment;
   c. Both employees will have the same immediate supervisor.

2. For purposes of this section, "relative" shall mean spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.

3. If a City employee marries another person employed by the City of Bell within the same department, both employees shall be allowed to retain their respective positions provided that a supervisory relationship does not exist between the two employees. For the purpose of this section, a supervisory relationship shall be defined as one in which one person exercises the right to control, direct, reward or punish another person by virtue of the duties and responsibilities assigned to his or her position.

4. The City also retains the right to refuse to place both relatives in the same department, division or facility where such has the potential for creating adverse impact on supervision, safety, security, morale or involves potential conflict of interest.

5. Where the circumstances mandate that two relatives shall not work together, the Personnel Department will attempt to transfer one relative to a similar position in another City department. Although the City will attempt to give consideration to the wishes of the involved parties as to which relative is to be transferred, the controlling factor in determining which relative is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

6. If continuing employment of two relatives cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one relative from City employment. Absent resignation by one affected relative, the less senior of the involved relatives will be subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal.

Attachment 3

CLASSIFICATION SPECIFICATION

CITY OF BELL

CITY CLERK

DEFINITION

Assumes responsibility for performing the duties of the City Clerk; provides highly complex administrative and clerical support to members of the City Council, and maintains all City official records; acts as the City's elections official and filing officer; provides a wide variety of high level office administrative and secretarial support to a department head and related management, professional, and supervisory staff; performs technical support work related to the department to which assigned; creates, implements, and participates in administrative processes, procedures and programs; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from members of the City Council and from higher level City supervisory or management staff.

May exercise functional supervision over assigned clerical staff.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Assumes responsibility for the duties of the City Clerk; provides highly complex administrative and clerical support to members of the City Council; prepares, assembles, posts and distributes City Council agendas and supporting documentation.
- Attends all Council meetings, takes minutes and follows through with all Council actions.
- Executes and certifies all City documents; maintains all official City records.
- Posts and updates City Clerk website with agendas, minutes, public notices and resolutions.
- Researches and gathers documents in response to all audits from various agencies.
- Serves as the City's elections official and filing officer; conducts all general and special municipal elections; ensures City compliance with all FPPC regulations.
- Receives public records requests and subpoenas; researches documents to respond to all requests; within established guidelines, responds to requests or submits to higher level management for action.
- Performs administrative assistance and support duties for an assigned department; creates, implements, and participates in various processes, procedures and programs;

provides information and assistance to the public on department operations and services.

- Manages office support functions; may direct the work activities of assigned clerical staff; prioritizes and coordinates work assignments; reviews work for accuracy.
- Attends to a variety of office administrative details, such as ordering and coordinating supply orders, preparing contracts and agreements, arranging for equipment purchases and maintenance, and attending meetings.
- Processes bills and invoices for payment; prepares and transmits a variety of financial expense statements and other fiscal transactions.
- Performs project research and report preparation related to the activities of the department to which assigned; compiles information and data for administrative, statistical and financial reports; checks and tabulates statistical data.
- Prepares and assembles reports, manuals, articles, announcements, and other informational materials.
- Organizes, coordinates, maintains, and updates departmental record systems; enters and updates information with departmental activity, inventory files, and report summaries.
- Coordinates calendars and makes meeting arrangements; arranges for necessary facilities and materials to be available at meetings.
- Coordinates travel arrangements and accommodations for department personnel and submits all related paperwork.
- Assists with special event programs; coordinates reservations and use of equipment and facilities.
- Prepares, processes and tracks purchase requisitions for services and materials.
- May provide administrative support in the preparation of department/division budget.
- Receives and responds to questions and comments from the public in a courteous and timely manner.
- May process and handle confidential and sensitive information.
- Performs special projects as assigned.
- Performs related duties as assigned.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or training that would likely produce the knowledge and abilities required to perform the work. A desirable combination of qualifications is described as follows:

Education:
Equivalent to a High School Diploma or GED supplemented by college-level coursework in business or public administration.

Experience:
Three (3) years of increasingly responsible experience in performing complex administrative clerical or secretarial duties. Previous experience as a City Clerk and ability to speak Spanish are desirable.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Operations, services and activities of the Office of the City Clerk.
- Municipal government operations and services.
- Rules and regulations governing the conduct of City Council meetings including the Brown Act.
- Principles and practices of public agency record keeping.
- Rules and regulations governing the municipal election process including the elections code and all pertinent FPPC requirements.
- Pertinent City codes, resolutions, ordinances, agreements and policies.
- Modern office administrative and secretarial practices and procedures, including the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Principles and practices of data collection and report preparation.
- Computer applications related to the work, including word processing, database, and spreadsheet applications.
- Business arithmetic and basic statistical techniques.
- Principles and practices of complex record keeping..
- Methods and techniques of providing quality customer service to City staff and members of the public.
- English usage, grammar, spelling, vocabulary, and punctuation.

Ability to:

- Serve in the official capacity of the City Clerk.
- Compile the agenda and supporting documentation for City Council meetings.

- Ensure compliance with the Brown Act and any other regulations governing the conduct of official municipal meetings
- Prepare and/or maintain all official City records and documents.
- Manage and ensure compliance with rules and regulations governing the municipal election process.
- Provide varied, confidential and responsible secretarial and office administrative work requiring the use of independent judgment, tact and discretion.
- Learn the operations and services of the department or division to which the position is assigned.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Develop, interpret, apply, and explain a wide variety of technical policies and procedures, and communicate difficult procedures and regulations to those encountered in the course of work.
- Research, compile and summarize information and data.
- Compose correspondence and reports independently or from brief instructions.
- Organize, maintain, and update office database and records systems.
- Enter and retrieve data from a computer with sufficient speed and accuracy.
- Organize own work, coordinate projects, set priorities, meet critical time deadlines, and follow-up on assignments with a minimum of direction.
- Operate modern office equipment including computer equipment and software programs.
- Use tact, initiative, prudence and independent judgment within general policy and legal guidelines in politically sensitive situations.
- Communicate clearly and effectively, both verbally and in writing.
- Understand and follow oral and/or written policies, procedures, and instructions.
- Establish and maintain effective working relationships with those contacted in the course of work

LICENSE, CERTIFICATE, AND REGISTRATION REQUIREMENTS:

Ability to obtain and retain a California Class C driver's license by the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

Requires certification as a Notary Public. Certification as a Municipal Clerk is desirable.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility – frequent standing or sitting for extended periods; frequent walking; occasional driving may be required depending upon assignment; occasional pushing/pulling; occasional bending, kneeling, squatting and crawling. Lifting – occasional lifting up to 25 pounds. Vision – constant use of good overall vision for reading/close up work; frequent use of color perception and eye/hand coordination; occasional use of depth perception and peripheral vision. Dexterity – frequent repetitive motion from writing and using a computer keyboard; frequent grasping, holding and reaching. Hearing/Talking - frequent hearing/talking to others on the telephone and in person; occasional hearing of faint sounds. Emotional/Psychological – frequent decision making and concentration; occasional public contact; occasional working alone.

WORKING CONDITIONS

Work is typically performed in an indoor office environment, but occasionally requires travel to other locations. May encounter angry or upset citizens. Subject to frequent interruptions and extensive contact with the public. Extension of the workday may be required due to meetings and workload.

FLSA Exempt Position
(Draft 10/26/2016)

Attachment 4

Full Cost for the City Clerk Position:

Annual Salary: $72,768.00 (Step D- $6,064.00)

Education Pay 5%: $3,638.40

CalPERS: $9,262.64 (12.729%)

Health Benefits: $6886.68*

Vision: $309.36

Dental: $1,467.72

Bilingual Pay: N/A

FICA Tax: $4,511.62 (6.2%)

MEDI Tax: $1,055.14 (1.45%)

Salary and Benefits Total: $99,899.16

*(Average Kaiser Plan monthly cost $573.89)

(11/30/16)

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Honorable Mayor and Members of the City Council

FROM: Howard Brown, Jr, City Manager

APPROVED BY: Howard Brown, Jr, City Manager

SUBJECT: Community Services Director- Salary scale adjustment and authorization of one (1) new Recreation Supervisor Position.

RECOMMENDATION:

It is recommended that the City Council:

1. Approved the job description for the Community Services Director.

2. Amend the Salary Resolution 2016-20 to include the new salary for Community Services Director to a yearly amount of $108,000, and authorize the inclusion of the new salary for the Community Services Director in the next salary resolution to be adopted by the City Council.

3. Authorize the Finance Department to appropriate the costs of the position to the General Ledger for the period of July 1, 2016 through June 30, 2017.

4. Authorize the inclusion of one (1) new approved position of Recreation Supervisor in the Community Services Department in the FY 2016/2017 budget and approve the filling of the new authorized position.

BACKGROUND

In the current fiscal year 2016/17 budget the Community Services Department was authorized for a Community Service Director and the Community Services Manager was eliminated from the Authorized positions list which provided some savings. At the City Council close session held on October 19, 2016, the City Council gave staff direction regarding the salary scale for the Community Services Director.

The Community Services Director is an exempt at-will management level position that reports directly to the City Manager. The Community Services Director leads the City of Bell's Community Services Department and oversees all programs including Recreation, Senior

Services, Special Events, Youth and Adult Sports, Facilities rentals, Facilities Maintenance, and "La Campana" and Dial-A-Ride transportation contract.

FISCAL IMPACT

It is proposed that the new salary scale for the Community Services Director position be authorized beginning this fiscal year (FY 2016-17). The annual salary for this position will be $108,000. Including salary and benefits, the annual cost of the position will be approximately $146,242.32. The new salary scale for the director will save approximately $43,609.40 in the current fiscal year.

- Community Services Director Current Salary Scale: $130,000-$145,600
- Community Services Director Proposed new salary scale: $108,000

The City Council's approval of one (1) new Recreation Supervisor position will authorize the City Manager to initiate recruitment activities for this position and authorize the Finance Department to appropriate, for FY 2016-17, any costs for the position to the General Ledger.

The proposed new position of Recreation Supervisor position would be funded beginning this fiscal year (FY 2016-17). The annual salary for this position ranges from $49,799.52-$60,531.60. The position will be filled beginning in December 2016 with the annual salary and benefits cost for the balance of the fiscal year will be approximately $46,712.52 at (Step B).

ATTACHMENT

- Community Services Director Job Description
- Proposed Community Services Director full salary and benefits cost
- Recreation Supervisor full salary and benefits cost

CLASSIFICATION SPECIFICATION

CITY OF BELL

DIRECTOR OF COMMUNITY SERVICES

DEFINITION

Plans, directs, manages, coordinates and supervises programs, functions and activities for the Community Services Department, encompassing Parks and Recreation, Transit Operations, Facility Maintenance, Parks Maintenance; conducts strategic planning for the department; develops and implements departmental policies and procedures; develops and manages the department's annual budget; provides highly complex technical and administrative support, and serves as an advisor to the Chief Administrative Officer and City Council; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Chief Administrative Officer (City Manager).

Exercises direct supervision over assigned management, supervisory, professional, technical, and administrative support staff and external contracted services.

ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Plans, directs, manages, coordinates and supervises programs, functions and activities for the Community Services Department, encompassing Parks and Recreation, Transit Operations, and Facility Maintenance .
- Develops policies and procedures and ensures that activities are conducted in accordance with laws, ordinances, rules and regulations.
- Develops, plans, and implements Department goals and objectives; recommends and administers policies and procedures.
- Develops and implements long and short-term strategic plans in support of Department and City-wide goals and objectives.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support system, and internal reporting relationships; identifies opportunities for improvement; directs implementation of changes.
- Manages the development and administration of the Department's budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures.

- Serves as advisor to City Council and Chief Administrative Officer on Community Services related program areas; prepares and submits reports and recommendations on Department functions.
- Coordinates the department's activities with those of other departments and outside agencies and organizations.
- Plans, directs and coordinates the Department's work program; meets with staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Administers professional service contracts pertaining to Department operations; ensures service providers' adherence to contract provisions and the work plan specifications determined by the City.
- Selects, trains, motivates and evaluates staff; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures; ensures the provision of a high performing department to serve the needs of the City.
- Represents the City, and the Department in various boards, committees and with community business and citizen leaders.
- Responds to, negotiates and resolves significant and controversial neighborhood and community issues and difficult and sensitive citizen inquiries and complaints.
- Performs related duties as required.

QUALIFICATIONS GUIDELINES

To qualify for this position, an individual must possess a combination of experience, education, and/or troining that would likely produce the knowledge and abilities required to perform the work. A desiroble combination of qualifications is described os follows:

Education:

Equivalent to a Bachelor's Degree in Public Administration or a related field required; Masters Degree preferred.

Experience:

A minimum of seven (7) years of progressively responsible administrative and supervisory management experience in Parks and Recreation programs, Public Works maintenance operations, housing programs or comparable experience. One (1) of experience may be credited towards years of experience for a Master's Degree.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Operations, services and activities of a comprehensive community services program that includes parks, recreation, transportation, housing and public works maintenance.
- Principles and practices of strategic plan development and implementation.
- Principles and practices of public administration.
- Principles, practices and methods for successful administration of the development and maintenance of parks and open space, facility operation and maintenance, recreation and programming.
- Methods and techniques of developing programs that meet the recreational, cultural, human, and social needs of all age, ethnic and economic groups.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Organizational and management practices as applied to the analysis and evaluation of programs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.
- Methods and techniques of providing quality customer service to City staff and members of the public.
- Federal, State, and local laws, ordinances and regulations related to assigned area of responsibility.

Ability to:

- Plan, direct and control the administration and operations of the Community Services Department.
- Identify and respond to public and City Council issues and concerns.
- Prepare and administer the department budget.
- Develop and implement department policies and procedures.
- Understand and implement the community, social and leisure services needs of the community and recommend additional areas, facilities and programs to meet those needs.
- Maintain liaison with various private and public agencies and deal successfully with the public and other interested groups.

- Interpret and apply City and department policies, procedures, rules and regulations.
- Gain cooperation through discussion and persuasion.
- Represent the City's interests before other agencies.
- Interpret and apply Federal, State, local and department policies, procedures, laws and regulations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Supervise, train and evaluate assigned personnel; schedule work, set priorities and monitor work progress.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

LICENSE, CERTIFICATE, AND REGISTRATION REQUIREMENTS:

Possession of, or the ability to obtain, a California Class C driver's license by the time of appointment. Individual who do not meet this requirement due to a disability will be reviewed on a case-by-case basis.

PHYSICAL AND MENTAL REQUIREMENTS

Mobility – frequent standing or sitting for extended periods; frequent walking; occasional driving may be required, depending upon assignment; occasional pushing/pulling; occasional bending, kneeling, squatting and crawling. Lifting – occasional lifting up to 20 pounds. Vision – constant use of good overall vision for reading/close up work; frequent use of color perception and eye/hand coordination; occasional use of depth perception and peripheral vision. Dexterity – frequent repetitive motion from writing and using a computer keyboard; frequent grasping, holding and reaching. Hearing/Talking - frequent hearing/talking to others on the telephone and in person; occasional hearing of faint sounds. Emotional/Psychological – frequent decision making and concentration, public contact and occasional working alone.

WORKING CONDITIONS

Work is performed in a typical temperature controlled office environment subject to typical office noise and environment. Occasional evening, holiday and/or weekend work may be required.

FLSA Exempt position

(Draft 11/30/2016)

Full Cost for the proposed new salary for Community Services Director Position:

Annual Salary: $108,000

CalPERS: $13,747.32 (12.729%)

Health Benefits: $13,051.92*

Vision: $309.36

Dental: $1,467.72

Life Insurance: $204

Bilingual Pay: $0

Technology Allowance: $1,200

FICA Tax: $6,696 (6.2%)

MEDI Tax: $1,566 (1.45%)

Total Salary & Benefits Cost: $146,242.32-Annual Cost**

*(Kaiser Plan monthly cost $1,087.66)

**$85,308.02 cost of the position for 7 months for the balance of the fiscal year.

(11/30/2016)

Full Cost for the proposed new salary for Recreation Supervisor Position:

Annual Salary: $52,289.52 (Step B- $4,357.46)

CalPERS: $6655.93 (12.729%)

Health Benefits: $13,051.92*

Vision: $309.36

Dental: $1,467.72

Life Insurance: $204

Bilingual Pay: $2100

FICA Tax: $3,241.95 (6.2%)

MEDI Tax: $758.20 (1.45%)

Total Salary & Benefits Cost: $80,078.60-Annual Cost**

*(Kaiser Plan monthly cost $1,087.66)

**$46,712.52 cost of the position for 7 months for the balance of the fiscal year.

City of Bell
Agenda Report

DATE: November 30, 2016

TO: Mayor and Members of the City Council

FROM: Carlos Islas, Acting Police Chief

APPROVED BY: Howard W. Brown, City Manager

SUBJECT: Authorize the Police Chief to accept and administer the Department of Justice, Justice Administrative Grant (JAG) to assist the police department in obtaining equipment.

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution No. 2016-92 titled:

A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL AUTHORIZING THE POLICE CHIEF TO ACCEPT AND ADMINISTER THE DEPARTMENT OF JUSTICE, JUSTICE ADMINISTRATIVE GRANT (JAG) TO ASSIST THE POLICE DEPARTMENT IN OBTAINING EQUIPMENT

DISCUSSION OR BACKGROUND:

The City, by virtue of its crime statistics presented to the Department of Justice, is award a JAG grant based on the number of crimes. The City of bell Police Department was awarded $17,341 to purchase equipment for year 2016.

FISCAL IMPACT:

There is no additional fiscal impact to the City's General Fund. The grant will provide $17,341 in funding for police to purchase equipment.

ATTACHMENTS

Resolution 2016-92

RESOLUTION NO 2016-92

A RESOLUTION OF THE CITY COUNCIL OF CITY OF BELL AUTHORIZING THE POLICE CHIEF TO ACCEPT AND ADMINISTER THE DEPARTMENT OF JUSTICE, JUSTICE ADMINISTRATIVE GRANT (JAG) TO ASSIST THE POLICE DEPARTMENT IN OBTAINING EQUIPMENT

WHEREAS, the City of Bell Police Department has been awarded a Department of Justice grant due to its crime statists; and

WHEREAS, the City of Bell Police Department is in need of safety equipment for its police personnel; and

WHEREAS, the Police Department has identified the use of these funds to be used for gas masks that are needed for officer safety during critical situations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY:

Section 1. Authorize the Police Chief to accept and administer the Department of Justice, Justice Administrative Grant (JAG) to assist the police department in obtaining equipment

PASSED, APPROVED, AND ADOPTED this 30th day of November, 2016

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Alicia Romero, Mayor

APPROVED AS TO FORM:

_____
Dave Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, Assistant City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 30th day of November 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, Interim City Clerk