City Council Agenda

Regular Meeting

Wednesday, January 11, 2012
5:30 PM Closed Session
7:00 PM Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcomes you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council.

Regularly City Council meetings are held the second and fourth Wednesday of the month at 7:00 p.m., Bell Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

There are five City Council members, one of whom serves as Mayor and is the presiding officer of the City Council. These are your elected representatives who act as a Board of Directors for the City of Bell. City Council members are like you, concerned residents of the community who provide guidance in the operation of your City.

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting.

The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card.* At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 217, at least one business day prior to the scheduled meeting to insure that we may assist you.

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority

January 11, 2012
5:30 P.M. Closed Session
7:00 P.M. Open Session

Bell Community Center
6250 Pine Avenue

I. Call to Order

1.01 Pledge of Allegiance to the Flag.

1.02 Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members and Community Housing Authority Commissioners.

Ms. Alvarez _____
Ms. Quintana _____
Mr. Harber _____
Mr. Valencia _____
Mr. Saleh _____

II. Communications From The Public on Closed Session Items

This is the time for members of the public to address the City Council and related Authorities and Agencies only on items that are listed under Section III, Closed Session.

III. Closed Session

The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:

3.01 CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)

3.02 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

3.03 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

3.04 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Robert A. Rizzo v. Bell*; LASC BC472566.

3.05 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell Redevelopment Agency v. County Record Search*: LASC VC059404.

3.06 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATON (Subdivion (a) of Section 549.56.9_; Name of case: *California Redevelopment Association, et al. v. Matosantos*, Cal. Supreme Ct. Case No. S194861.

3.07 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.

3.08 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (Nine (9) potential cases)

IV. Communications From The Public on Agenda Items Only

This is the time for members of the public to address the City Council, Community Redevelopment Agency, the Community Housing Authority, the Public Finance Authority and the Bell Solid Waste Authority on items that are listed on the open session agenda.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council and/or its related authorities and agencies at the next meeting.

Persons wishing to address the Council and/or its related authorities and agencies during "Communications from the Public" must submit a request on the "blue form" provided by the City Clerk; these requests may be submitted at any time before the beginning of Communications from the Public; provided, however, that requests must be submitted prior to the beginning of the first speaker's remarks.

V. Consent Calendar

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion. Pursuant to the Ralph M. Brown Act public comments may be received on these items prior to the time action is taken.

Recommendation: Approve items no. 5.01 through 5.06 inclusive.

5.01 *(Council/Community Redevelopment Agency/Community Housing Authority/Planning Commission)* Approval of Special Bell City Council Minutes dated October 19, 2011 and November 1, 2011; and Bell City Council, Bell Community Redevelopment, Bell 1-26

Community Housing Authority and Planning Commission Minutes dated September 28, 2011, October 12, 2011 and October 26, 2011.

5.02 *(Council/Community Housing Authority)* Approval of General Warrants and Community Housing Authority Warrants dated December 14, 2011 through January 11, 2012. 26A-26R

5.03 Approval Issuance of Dial A Ride Public Transportation Request for Proposal. 27-98

5.04 Appointment of Patricia Healy as Interim City Clerk. 99-102

5.05 Consideration of Resolution No. 2012-02 Setting the Dates and Times of the City Council's Regular Meetings of February through December 2012. 103-107

5.06 *(Community Housing Authority)* Consideration of Appropriations Adjustment Allocating $57,259 in Bell Community Housing Authority funds and authorize payment for improvements completed to the Restroom and Shower Facility at Bell Mobile Home Park by Medina Construction. 108-112

VI. Public Hearing

The following items have been posted as a Public Hearing as required by law. The Mayor will open the Public Hearing to receive testimony from the members of the public.

6.01 Consideration of Fiscal Year 2012-2013 Community Development Block Grant Program Budget and Approval of Resolution No. 2012-03 Approving the CDBG Projects and Budgets. 113-132

Recommendation: After receiving public testimony and closing the Public Hearing, adopt the resolution.

6.02 Consideration of An Extension of Urgency Ordinance No.. 1183 of the City of Bell Establishing a Moratorium on the Acceptance, Processing or the Issuance of Conditional or Special Use Permits, or Entitlements for all Recycling Facilities in the City of Bell. 133-139

Recommendation: Approve Urgency Ordinance No. 1184 as stated below:

An Interim Urgency Ordinance of the City Council of the City of Bell, California, Extending a Moratorium Adopted by Ordinance No. 1183 by 10 Months and 15 Days, on the Acceptance, Processing, Issuance, or Approval of any Conditional or Special Use Permits or Entitlements for the Establishing of any Type of Recycling Facility within the City Limits Pending the Completion of Studies and the Preparation of New and Updated Ordinances Regulating Recycling Facilities.

VII. Council/Related Agency Business

The following items have no legal publication requirements. Pursuant to the Ralph M. Brown Act, public comments may be received on these items prior to the time action is taken by the City Council.

7.01 Consideration of Graffiti Removal Services Award. 140-202

Recommendation: Approve an Agreement with Graffiti Control Systems for Graffiti Removal Services for FY 2011-12 in an amount not to exceed $39,100 with two one-year options in an annual amount not to exceed $93,839.

7.02 Presentation Regarding: Balancing the City's Check Book: Introduction to City Financial Management. 203-255

Recommendation: Receive a presentation on key city financial management concepts and principles and how they relate to the City of Bell; and other structure and recent trends of the City's General Fund revenue and expenses.

7.03 (*Community Redevelopment Agency)* Update: on California Supreme Court Decision Concerning Redevelopment Agency & AB1X26 and Approval of letter in support of SB 659--Temporarily Postpone Dissolution of Redevelopment Agencies. 256-270

Recommendation: Receive and file this report on the status of redevelopment in California given the December 29th Supreme Court decision in Community Redevelopment Association v. Matosantos (No. S194861) and consider submission of support for urgency Senate Bill (SB) 659.

VIII. Communications From The Public

This is the time, members of the public may address the City Council, Community Redevelopment Agency, the Community Housing Authority, the Public Finance Authority and the Bell Solid Waste Authority on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council at the next meeting.

Each person who addresses the Council must do so in an orderly manner and must not make personal, impertinent, slanderous or profane remarks to any member of the council, staff or general public. Any person who makes such remarks, or utters loud, threatening, personal or abusive language or who engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting will, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

IX. Mayor and City Council Communications

Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by Mayor and City Councilmembers.

X. Adjournment

Next Regular Meeting, Wednesday, January 25, 2012 at 6:00 P.M.

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on January 6, 2012 seventy-two hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

Special Minutes of
Bell City Council

October 19, 2011
7:00 PM

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 7:00 PM.

Pledge of Allegiance.

Roll call of City Council in their capacities as Councilmembers.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce

Communications From The Public

None.

Council Business

Discussion regarding Strategy for Effective Council meetings.

Adjournment

City Council meeting adjourned at 10:45 PM.

APPROVED THIS 11th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 11th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
City Clerk

Special Meeting of
Bell City Council

November 1, 2011
7:00 PM

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 7:06:34 PM.

Pledge of allegiance led by Councilman Valencia.

7:07:27 PM Roll call of City Council in their capacities as Councilmembers.

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, City Clerk Valdez and Interim Director of Community Services Kurita.

Communications From The Public

7:07:43 PM The following individuals spoke during communications from the public Alfred Areyan Richard Espiritu, Jose Moreno and Ismael Morales.

Council Business

Dave Morgan and Debra Owen, CPS HR Consulting provided the presentation on the Classification and Compensation Study.

7:42:49 PM Discussion ensued among the City Council.

8:03:16 PM City Council recessed.

8:10:15 PM City Council reconvened to open session.

8:10:57 PM Vernon Flickin provided the update on the Para-transit Services RFP.

8:31:49 PM Discussion ensued among the City Council.

Adjournment

9:12:17 PM City Council meeting adjourned.

APPROVED THIS 11th DAY OF JANUARY 2012.

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 11th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

September 28, 2011
7:00 P.M.

Bell Community Center
6250 Pine Avenue

I. Call to Order

Meeting was called to order by Mayor Saleh at 7:34:31 PM.

Pledge of Allegiance led by Councilwoman Ana Maria Quintana.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

7:35:20 PM

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce , City Attorney Aleshire, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

Communications From The Public on Agenda Items Only

7:35:50 PM The following individuals spoke during communications from the public: Greg Nordbak and Michael Williams

Public Hearing of the Planning Commission

7:38:02 PM Carlos Chacon, Assistant Planner, provided the staff report on item 3.01.

7:47:39 PM Discussion ensued among the City Council.

7:59:19 PM Mayor Saleh opened the public hearing regarding the Consideration of Resolution No. 2011-42 Approving Conditional Use Permit 2011-02 to Allow a Religious Worship and

Education Center known as Bell Islamic Center; Location 5232-5250 Gage Avenue, Bell, CA 90201.

7:59:53 PM Thomas Alkam, Bell Islamic Center Board of Directors, spoke in favor of the project.

8:06:28 PM Discussion ensued among the City Council.

8:23:26 PM The following individuals spoke in favor of the project: Willie Aguilar, Lorenzo Martinez, Alfred Areyan, Sonia Manzanilla, Rosie Moreno, Samir Abhdajari, Ashmat, Shalof Hussein, Jose Pulido, Jose Moreno, Jesus Casas, Merly Alejandre, Mohammed Abuhamad, Valencia Romero, Araceli Marroquin, Lorenzo Martinez and Ismael Morales.

The following individuals spoke against the project: Herlinda Fernandez, Mario Rivas, Juliana Chico, Jorge Sanchez and Andy Rodriguez.

8:52:59 PM Mayor Saleh closed the public hearing.

9:09:34 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, however no vote was taken.

9:10:27 PM Further discussion ensued among the City Council.

9:22:31 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to continue the item to the meeting of October 26, 2011:

> Consideration of Resolution No. 2011-42 Approving Conditional Use Permit 2011-02 to Allow a Religious Worship and Education Center known as Bell Islamic Center; Location 5232-5250 Gage Avenue, Bell, CA 90201.

9:23:51 PM

Vote:	4-1
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Quintana and Councilman Valencia
No:	Councilwoman Alvarez
Abstained:	None
Absent:	None

Motion Passed.

Council Business

9:24:44 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to continue the following item to the next meeting.

6

Consideration of Special Bell City Council Minutes dated July 29, 2011, Special Bell City Council Minutes dated August 8, 2011 and Bell City Council, Bell Community Redevelopment Agency and Bell Community Housing Authority Minutes dated August 10, 2011.

9:29:28 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:34:06 PM It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to approve the Warrants dated September 14-28, 2011.

9:34:42 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve Resolution No. 2011-41 Setting the Dates and Times of the City Council's Regular Meetings from October through December 2011, closed session at 6:30 PM and open session at 7:30 PM.

9:42:08 PM

Vote:	3-2
Yes:	Vice Mayor Harber, Councilwoman Quintana and Councilman Valencia
No:	Mayor Saleh and Councilwoman Alvarez
Abstained:	None
Absent:	None

Motion Passed.

9:51:05 PM It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve the Bid Results for Street Rehabilitation Projects at Various Locations and Resolution No. 2011-40 Appropriation Funding and Budget Amendment for Fiscal Year 2011-2012; Adopt Resolution No. 2011-40 and authorize the Interim CAO to enter into a contract with Hardy & Harper, Inc.

9:51:43 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

10:13:09 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to approve the agreement with a Financial Advisor with Reference to Bond Workout Plan and authorize the Mayor to execute upon approval as to form by the City Attorney.

10:13:46 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

10:13:59 PM Discussion ensued among the City Council regarding the extension of Solid Waste Collection Franchise and Competitive Franchise Selection Process.

10:31:14 PM It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve an extension of the franchise with Consolidated Disposal through June 30, 2012 and authorize the ICAO to conduct a competitive selection process for a new franchise.

10:31:24 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

10:47:57 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to approve the Remittance Agreement per AB 27 between the City and Bell Community Redevelopment Agency and authorize the Mayor to execute upon approval as to form by the City Attorney.

10:48:28 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

It was moved by Vice Mayor Harber, seconded by Councilman Valencia, to approve Resolution No. 2011-43 committing the City to Adoption of Ordinance Complying with AB 27 Before November 1, 2011.

10:49:12 PM

Vote:	4-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilman Valencia
No:	None
Abstained:	Councilwoman Quintana
Absent:	None

Motion Unanimously Passed.

It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to receive and file Preliminary Draft Recognized Obligation Payment Schedule (PDROPS).

10:50:34 PM

Vote:	4-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilman Valencia
No:	None
Abstained:	Councilwoman Quintana
Absent:	None

Motion Unanimously Passed.

Community Redevelopment Agency

It was moved by Agency Member Valencia, seconded by Vice Chair Harber, to approve Resolution No. 2011-44 and Remittance Agreement per AB 27 Between the City and Bell Community Redevelopment Agency and authorize the Chair to execute upon approval as to form by the Agency Counsel.

10:51:51 PM

Vote:	4-0
Yes:	Chair Saleh, Vice Chair Harber, Agency Member Alvarez and Agency Member Valencia
No:	None
Abstained:	Agency Member Quintana
Absent:	None

Motion Unanimously Passed.

It was moved by Agency Member Valencia, seconded by Vice Chair Harber, to receive and file Preliminary Draft Recognized Obligation Payment Schedule (PDROPS).

10:52:15 PM

Vote:	4-1
Yes:	Chair Saleh, Vice Chair Harber, Agency Member Alvarez and Agency Member Valencia
No:	Agency Member Quintana
Abstained:	None
Absent:	None

Motion Passed.

Community Housing Authority

10:52:20 PM It was moved by Commissioner Valencia, seconded by Vice Chair Harber, to approve the Warrants dated September 14-28, 2011.

10:53:50 PM

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Communications From The Public

10:54:09 PM The following individual spoke during communications from the public: Miguel Contreras.

11:00:29 PM City Council recessed.

11:14:20 PM City Council reconvened to open session.

11:14:57 PM Communications from the public continued. The following individuals spoke during communications from the public: Merly Alejandre, Jose Moreno, Lydia Hernandez and Lorenzo Martinez.

Mayor and City Council Communications

11:40:26 PM Councilman Valencia requested staff to look into the property maintenance on Walker and Florence. He also expressed concern about the parking on Orchard and Gage and the increase on the water rate.

11:43:51 PM Interim CAO Croce informed the Council that he met with residents and Golden State Water Company and stated that a community meeting will be held on Tuesday, October 4, 2011 at 6:30 PM at the Community Center.

11:46:10 PM Councilwoman Alvarez, would like the representatives from Golden State Water Company to address the notices that are issued when increases are made.

11:48:25 PM Councilwoman Quintana requested a meeting with Edison regarding the apparatus.

Adjournment

11:51:02 PM City Council meeting adjourned in memory of Jo Shoup and adjourned to closed session at 12:00 PM Thursday, September 29, 2011.

City Council reconvened to closed session at 12:03 PM, Thursday, September 29, 2011.

City Council reconvened to open session and adjourned meeting at 2:56 PM.

APPROVED THIS 11th DAY OF JANUARY 2012.

Ali Saleh
Mayor

ATTEST:

Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 11th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

October 12, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

Meeting was call to order by Mayor Saleh at 6:36:10 PM.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

6:37:06 PM

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, City Attorney Aleshire, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

Communications From The Public on Closed Session Items

None.

Closed Session

6:37:08 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Sipple et al v. City of Alameda et al*; Complaint Filed By New Cingular Wireless For Refund of Utility User's Taxes.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Granite State Insurance co. v. City of Bell*; LASC CASE NO. 10C02353.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Ismael Rivera, An Individual v. Albert Neesan, An Individual, Arthur Neesan, An Individual; Robert Shaw-Will, An Individual; The Redevelopment Agency Of The City Of Bell*; LASC CASE NO. BC059199.

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *David Mango v. City of Maywood*; U.S. District Court Case No. CV 11-05641 GW (FFMX).

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Olivia Camargo v. City of Bell*; L.A.S.C. Case No. 11C00168

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 0457-JHN (M__ X)

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION; Initiation of litigation pursuant to Section 54956.9: (3).

7:44:29 PM City Council reconvened to open session.

7:44:34 PM City Attorney Aleshire reported the following out of closed session: the Sipple matter was not dsicusssed; the Granite State Insurance matter, Rivera matter and Camargo matter were discussed no reportable action taken; the Mango matter and Ramirez matter were not discussed. The items not discussed were continue to future meeting.

7:45:32 PM Pledge of Allegiance led by Alejandra A. Martinez.

Presentations

Proclamation Proclaiming October 28, 2011 as "National Immigrant's Day".

It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to approve the Proclamation with California Association of School Health Educators supporting and proclaiming October 16-22, 2011 as National Health Education Week.

Vote:	4-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilman Valencia
No:	None
Abstained:	Councilwoman Quintana
Absent:	None

Motion Passed.

Presentation to Bell High School student Jeanett Garcia and Nimitz Middle School student Alejandra A. Martinez for winning first place for the 2011 Latino Heritage Month contest.

Communications From The Public on Agenda Items Only

7:53:51 PM The following individuals spoke during communications from the public: Carmen Bella, Nora Saenz, Sandy Orozco, Alfred Areyan, Jose Moreno, Marcos Oliva, Fernando Chavarria and Julia Juarez.

Council Business

8:34:47 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve the appointment of Steven R. Belcher as Interim Chief of Police for the City of Bell; and approved the employment contract with Steven R. Belcher to retain his services at the rate of $13,000 per month with no employee benefits.

8:35:28 PM	
Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:37:29 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Quintana, to approve the Special Bell City Council Minutes dated July 29, 2011, Special Bell City Council Minutes dated August 8, 2011 and Bell City Council, Bell Community Redevelopment Agency and Bell Community Housing Authority Minutes dated August 10, 2011.

8:38:08 PM	
Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:39:03 PM It was moved by Councilwoman Quintana, seconded by Councilwoman Alvarez, to approved the General Warrants, Community Redevelopment Warrants and Community Housing Authority Warrants dated September 28, 2011 through October 12, 2011.

8:39:34 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:41:43 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve the Agreement with the Los Angeles County Metropolitan Transportation (LACMTA) for use of Local Return Capital Reserves.

8:42:10 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:44:53 PM Discussion ensued among the City Council regarding the agreement with West Coast Arborist.

8:51:39 PM The following item was continued to the October 26, 2011 meeting:

> Consideration of Extension of Services Agreement for West Coast Arborists, Inc. from July 1-June 30, 2012

8:58:22 PM It was moved by Councilwoman Alvarez, seconded by Councilwoman Quintana, to approve the Extension of Services Agreement for Environmental Services (NPDES) National Pollutant Discharge Elimination System to Public Engineering Services from July 1-June 30, 2012.

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

The following item was continued to the next Council meeting :

Consideration of an ordinance and accompanying urgency measure to commit the City of Bell to annual remittances to the County Auditor-Controller in compliance with ABX1 27.

9:14:00 PM It was moved by Mayor Saleh, seconded by Councilman Valencia, to move the following item to the next meeting:

Approval of Conflict Waiver for the Attorney General Litigation *People of the State of California v. Robert Rizzo, et al.* Case No.: Los Angeles County Superior Court, BC445497.

9:16:15 PM

Vote:	3-2
Yes:	Mayor Saleh, Councilwoman Alvarez and Councilman Valencia
No:	Vice Mayor Harber and Councilwoman Quintana
Abstained:	None
Absent:	None

Motion Passed.

Public Hearing of the Planning Commission

9:19:09 PM Carlos Chacon, Assistant City Planner provided the staff report to item 7.01.

9:23:31 PM Discussion ensued among the Planning Commission.

9:42:19 PM Chair Saleh opened the public hearing regarding the approval of Resolution No. 2011-45 Approving Conditional Use Permit No. 2011-04 to Allow a Retail Shoe Store to be Located within an Existing 13,000 Square Foot Front Building and Convert the Existing 4, 680 Square Foot Repair Bays into Retail/Used Car Dealership; Location: 6400 Atlantic Avenue, Bell, CA 90201.

9:42:31 PM The following individuals spoke in favor of the project: Alfred Areyan, Luz Virgen, Jose Moreno, Fernando Chavarria and Robert Moth.

The following individuals spoke against the project: Donna Gannon, Melida Sanchez and Carmen Bella.

9:54:55 PM Chair Saleh closed the public hearing.

9:55:05 PM Furthered discussions ensued among the City Council.

10:03:41 PM It was moved by Commissioner Valencia, seconded by Commissioner Quintana, to approve Resolution No. 2011-45 Approving Conditional Use Permit No. 2011-04 to Allow a Retail Shoe Store to be Located within an Existing 13,000 Square Foot Front Building and Convert the Existing 4, 680 Square Foot Repair Bays into Retail/Used Car Dealership; Location: 6400 Atlantic Avenue, Bell, CA 90201, with the condition to conform building c to building a and b when its further developed.

Vote:	4-1
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Quintana and Commissioner Valencia
No:	Commissioner Alvarez
Abstained:	None
Absent:	None

Motion Passed.

10:12:13 PM Discussion ensued among the Planning Commission.

10:29:14 PM Chair Saleh opened the public regarding the Consideration of Resolution No. 2011-46 Approving Conditional Use Permit No. 2011-05 to Allow Large Recycling Collection Facility to be Located within an Existing 5,018 Square Foot Warehouse and an Attached 1,140 Square Foot Office; Location: 6216 Maywood Avenue, Bell, CA 90201.

10:29:26 PM The following individuals spoke in favor of the project: Marco Rivera and Merly Alejandre.

The following individuals spoke against the project Juan Bautista, Mona Maufet, Sandy Orozco, Alfred Areyan and Ms. Bautista.

10:44:30 PM Chair Saleh closed the public hearing.

10:56:55 PM It was moved by Commissioner Quintana, seconded by Commissioner Valencia, to moved the following item to a month:

> Consideration of Resolution No. 2011-46 Approving Conditional Use Permit No. 2011-05 to Allow Large Recycling Collection Facility to be Located within an Existing 5,018 Square Foot Warehouse and an Attached 1,140 Square Foot Office; Location: 6216 Maywood Avenue, Bell, CA 90201.

Vote:	5-0
Yes:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Communications From The Public

11:00:10 PM The following individuals spoke during communications from the public: Alfred Areyan, Jose Moreno, and Sandy Orozco.

Mayor and City Council Communications

11:12:03 PM Councilman Valencia invited the community to a town hall meeting on October 21, 2011 at 7pm regarding the school performance, water rates and taxes, and what direction the city is going at Southland Christian Center.

Adjournment

11:14:11 PM City Council meeting adjourned to special meeting on October 19, 2011 at 7 PM.

APPROVED THIS 11th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 11th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Planning Commission

October 26, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 6:33:13 PM.

Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members, Community Housing Authority Commissioners and Planning Commissioners.

6:33:45 PM

Present:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Croce, City Attorney Aleshire, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

Communications From The Public on Closed Session Items

None.

Closed Session

The City Council and the related Authorities and Agencies recessed to a closed session at 6:34:06 PM to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Sipple v. Alameda*; LASC BC432270

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9);Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

CONFERENCE WITH LEGAL COUNSEIL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: (8)

Councilman Valencia arrived at 6:43 PM.

7:51 PM City Council reconvened to open session.

City Attorney Aleshire reported the following from closed session: the Sipple v. City of Alemeda matter was not discussed; the Bell v. Best Best & Krieger and Dexia Credit Local v. City of Bell, Bell Public Financing Authority matters were discussed, no reportable action taken; only two matters from anticipated litigation were discussed no reportable action was taken.

Pledge of Allegiance

Pledge of Allegiance led by Peter Quirarte, Bell High School Football Team Captain.

Presentations

Presentation to the Bell High School Football Team for Winning the Mayor's Trophy Against South Gate High School.

Presentation on I-710 Local Advisory Committee.

8:15:48 PM Mayor Saleh informed the community about the special meeting on November 1, 2011.

Communications From The Public on Agenda Items Only

8:16:48 PM The following individuals spoke during communications from the public: Ismael Morales, Carmen Bella, Sandy Orozco and Fernando Chavarria.

Council Business

8:33:57 PM It was moved by Councilwoman Quintana, seconded by Councilman Valencia, to approve the Special Bell City Council Minutes and Bell City Council and Bell Community Housing Authority Minutes dated August 24, 2011.

8:34:33 PM	
Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:38:16 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve the General Warrants, Community Redevelopment Warrants and Community Housing Authority Warrants dated October 12, 2011 through October 26, 2011.

8:38:44 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

8:42:20 PM Discussion ensued among the City Council.

8:50:52 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez, to approve the Extension of Services Agreement for West Coast Arborists, Inc. from July 1-June 30, 2012.

8:51:24 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:06:32 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to approve Ordinance No. 1181 and Accompanying Urgency Measure to Commit the City of Bell to Annual Remittances to the County Auditor-Controller in Compliance with ABX1 27.

9:07:08 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:08:45 PM Discussion ensued among the City Council regarding the Notice of Completion for the Florence Avenue Rehabilitaiton Project from Wilcox and Walker Avenue.

9:10:08 PM It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez, to approve the Notice of Completion for the Florence Avenue Rehabilitation Project from Wilcox Avenue to Walker Avenue, accept all road rehabilitation work performed under this contract with Sully Miller and file the Notice of Completion.

9:10:48 PM

Vote:	5-0

Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:18:25 PM It was moved by Councilwoman Alvarez, seconded by Councilwoman Quintana, approved and authorized the Interim Chief Administrative Officer to execute an agreement with CPS (Cooperative Personnel Services) not to exceed $34,000 to conduct a Classification and Compensation study for the City of Bell.

9:19:12 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

9:27:08 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to Approve an Appropriations Adjustment recognizing $57,482.32 in 2007 General Obligation Bond Proceeds (account no. 50-103) and allocating the funds to Veterans' Memorial Park for playground surface repairs (account no. 50-521-1006-0925).

9:27:47 PM

Vote:	5-0
Yes:	Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Planning Commission

9:53:42 PM It was moved by Councilwoman Alvarez, seconded by Vice Mayor Harber, to approve Resolution No. 2011-42 Approving Conditional Use Permit 2011-02 to Allow a Religious Worship and Education Center known as Bell Islamic Center; Location 5232-5250 Gage Avenue, Bell, CA 90201.

9:54:41 PM

Vote:	3-1
Yes:	Mayor Saleh, Vice Mayor Harber and Councilwoman Alvarez
No:	Councilman Valencia

Abstained: Councilwoman Quintana
Absent: None

Motion Passed.

The following item was moved to the meeting of November 22, 2011:

Consideration of Resolution No. 2011-47 Approving a Conditional Use Permit No. 2011-06 to Consider a Determination of Public Convenience or Necessity to Allow the Sale for Off-premises Consumption of Beer and Wine at a Proposed Retail Grocery Located within an Existing 4,000 Square Foot Building on an 11,362 Square Foot Lot: Location: 6399 Atlantic Avenue, Bell, CA 90201.

Communications From The Public

9:56:00 PM The following individuals spoke during communications from the public: Alfred Areyan, Carmen Bella and Fernando Chavarria.

Mayor and City Council Communications

10:07:17 PM Councilman Valencia reminded folks that 10/28/11 is immigrants day, thanked the 163 people who showed up to the Residents Club townhall meeting. Thank Assembly Member Cedillo for passing the Dream Act.

10:10:33 PM City Council adjourned to closed session.

10:45:39 PM City Council reconvened to open session.

10:45:47 PM City Attorney Aleshire reported the following out of closed session: the Sipple matter was discussed, no reportable action was taken.

Adjournment

10:46:11 PM City Council meeting adjourned.

APPROVED THIS 11th DAY OF JANUARY 2012.

_____
Ali Saleh
Mayor

ATTEST:

_____
Rebecca Valdez, CMC
City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 11th day of January 2012 by the following vote:

AYES:

NAES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
City Clerk

General

Warrants
for

January 11, 2012

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48914	12/15/11	120101	RELIA-TECH USB PRINT SERVER-BELL P.D. SERVICE CALL-COP PRINTER D.HILL&B.SMITH USER ACTS&EMAIL SERVICE CALL-BELL P.D. INSTALLED USB TO ETHERNET DRVS INSTALLED ACEMANAGER/ACEVIEW HARD DRIVE-BELL P.D. SERVICE CALL SERVICE CALL-BELL P.D. PREPAID MAINT CONTRACT-DEC'11	5,092.19
48915	12/16/11	120101	ELEGANT AFFAIR CATERING CATERING-HOLIDAY LUNCHEON	1,965.98
48916	12/21/11	120101	MEYERS NAVE ATTORNEY LEGAL SVCS-MAY'11 DISCOUNT PER AGREEMENT ATTORNEY LEGAL SVCS-JUN'11 ATTORNEY LEGAL SVCS-JUL'11 ATTORNEY LEGAL SVCS-AUG'11 ATTORNEY LEGAL SVCS-SEP'11 ATTORNEY LEGAL SVCS-JAN-APR'11 ATTORNEY LEGAL SVCS-JAN-APR'11 CITY CLERK MATTERS	250,000.00
48917	12/23/11	120101	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6200-09	2,183.31
48918	12/23/11	120101	FLEET SERVICES GAS CONSUMPTION-10/31-11/29/11 BELL P.D.	7,482.98
48919	12/23/11	120101	ADCRAFT BUSINESS MAIL MAIL HOUSE DISTRIBUTION SVCS	1,498.10
48920	12/23/11	120101	FLATIRON CAPITAL 2011-2012 LIABILITY INSURANCE 6TH INSTALLMENT	23,305.45
TOTAL	7 CHECKS			291,528.01

26B

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48921	01/06/12	1201	VOID VOID-TEST PRINT	0.00
48922	01/06/12	1201	VOID VOID-TEST PRINT	0.00
48923	01/06/12	1201	AT&T TELEPHONE BILLING-11/2-12/1/11 6330 PINE AVE-MTA EQUIPMENT TELEPHONE BILLING-11/2-12/1/11 6330 PINE AVE TELEPHONE BILLING-12/7-1/6/11 BELL P.D. TELEPHONE BILLING-11/7-12/6/11 BELL P.D.	4,017.81
48924	01/06/12	1201	AT&T MOBILITY TELEPHONE BILLING-11/24-12/23 BELL P.D. TELEPHONE BILLING-11/21-12/20 BELL P.D.	1,113.83
48925	01/06/12	1201	AT&T-LONG DISTANCE TELEPHONE BILLING-11/1-12/2/11 LONG DISTANCE-VARIOUS ACCOUNTS	20.67
48926	01/06/12	1201	CALIFORNIA WATER SERVICE WATER BILLING-11/1-12/1/11 RICKBKE & EASTERN WATER BILLING-11/1-12/1/11 BNDNI-AMLAERHT AVE	83.72
48927	01/06/12	1201	THE GAS COMPANY GAS BILLING-11/7-12/9/11 4357 GAGE AVE-SKATE PARK GAS BILLING-11/7-12/9/11 6704 ORCHARD AVE-LB PK GAS BILLING-11/7-12/12/11 MULTIPLE ADDRESSES	591.36
48928	01/06/12	1201	GOLDEN STATE WATER COMPANY WATER BILLING-10/24-11/29/11 4403 GAGE AVE WATER BILLING-10/24-11/29/11 6702 FP ORCHARD AVE WATER BILLING-10/24-11/29/11 6330 PINE AVE WATER BILLING-10/24-11/29/11 3782 GAGE AVE WATER BILLING-10/24-11/29/11 6250 PINE AVE WATER BILLING-10/24-11/29/11 ATLANTIC & GAGE WATER BILLING-10/24-11/29/11	5,979.02

26C

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6301 CLARKSON WATER BILLING-10/24-11/29/11 4377 GAGE AVE WATER BILLING-10/24-11/29/11 RIVER DR/SOUTHALL LN WATER BILLING-10/24-11/29/11 6526 WILCOX AVE WATER BILLING-10/24-11/29/11 6500 FP WILCOX AVE WATER BILLING-10/24-11/29/11 6707 BEAR AVE WATER BILLING-10/24-11/29/11 6707 IRR BEAR AVE WATER BILLING-10/24-11/29/11 ATLANTIC & BECK	
48929	01/06/12	1201	GOLDEN STATE WATER COMPANY WATER BILLING-10/24-11/29/11 6420 WILCOX AVE WATER BILLING-10/24-11/29/11 4200 GAGE AVE WATER BILLING-10/24-11/29/11 4460 GAGE AVE WATER BILLING-10/24-11/29/11 5234 GAGE AVE WATER BILLING-10/24-11/29/11 FLORENCE AVE & CHANSLOR WATER BILLING-11/21-12/20/11 4400 GAGE AVENUE WATER BILLING-10/24-11/29/11 6330 PINE AVE WATER BILLING-11/22-12/21/11 7006 WALKER AVENUE WATER BILLING-10/21-11/22/11 7006 WALKER AVENUE WATER BILLING-10/20-11/21/11 4400 GAGE AVENUE WATER BILLING-10/24-11/29/11 6707 FP BEAR AVE WATER BILLING-10/24-11/29/11 FLORENCE & WALKER WATER BILLING-10/24-11/29/11 5320 GAGE AVE	2,064.88
48930	01/06/12	1201	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/16-12/16 6901 1/2 RIVER DR ELECTRICAL BILLING-10/17-11/16 6901 1/2 RIVER DR ELECTRICAL BILLING-10/24-11/22 5007 FLORENCE PED ELECTRICAL BILLING-11/22-12/22 5007 FLORENCE PED ELETRICAL BILLING-9/30-11/19 VARIOUS STREET LIGHT LOCATIONS	17,361.84

26 D

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ELECTRICAL BILLING-11/1-12/20 VARIOUS STREET LIGHT LOCATIONS ELECTRICAL BILLING-11/3-12/6 6590 WILCOX PED ELECTRICAL BILLING-11/1-12/1 VARIOUS STREET LIGHT ACCOUNTS ELECTRICAL BILLING-11/15-12/14 6510 CLARKSON AVE ELECTRICAL BILLING-11/15-12/14 6800 OTIS AVE ELECTRICAL BILLING-11/9-12/12 6707 BEAR AVE-LITTLE BEAR PK ELECTRICAL BILLING-11/18-12/19 4357 GAGE AVE	
48931	01/06/12	1201	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-12/23-1/22 BELL P.D.	3,782.46
48932	01/06/12	1201	VISION SERVICE PLAN (CA) VISION INS CLAIMS-NOV'11 VISION INS ADMIN FEE-DEC'11	1,066.58
48933	01/06/12	1201	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6233	27,849.38
TOTAL	13 CHECKS			63,931.55

26E

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48934	01/11/12	120102	ADMIN SURE W.C./LIABILITY SVCS-DEC'11	2,520.00
48935	01/11/12	120102	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-NOV'11	11,011.10
48936	01/11/12	120102	AMERICAN RELIANCE INC. MOBILE PC MAINT-PATROL/BELL PD MOBILE PC MAINT-PATROL/BELL PD MOBILE PC MAINT-PATROL/BELL PD MOBILE PC MAINT-PATROL/BELL PD	2,012.68
48937	01/11/12	120102	YOLANDA ARIAS REFUND-PARKING CIT #100027032	54.00
48938	01/11/12	120102	AZTECA LANDSCAPE LANDSCAPE MAINT-NOV'11 LANDSCAPE MATERIALS	1,720.00
48939	01/11/12	120102	MARTHA BARRAZA REFUND-PARKING CIT #100018538	145.00
48940	01/11/12	120102	DAVID A. BASS CONSULTING SVCS-11/1-12/12/11 QTR FINANCIAL ANALYSIS/REPORT LEGAL COSTS, SPECIAL REQUESTS LEAVE ACCRUAL RVW & ANALYSIS	3,491.25
48941	01/11/12	120102	BELCHER & ASSOCIATES INTERIM CHIEF OF POLICE DEPT 12/1-15/11 INTERIM CHIEF OF POLICE DEPT 12/16-31/11	13,000.00
48942	01/11/12	120102	BELL SERVICE CENTER FLAT SERVICE FEE-NOV'11 VARIOUS REPAIRS-UNIT #363 REPLACED ENGINE MOUNTS REPLACED HEADLIGHTS SEALED BEAMS VARIOUS REPAIRS-UNIT #351 LUBE/OIL/FILTER MOUNT TIRES VARIOUS REPAIRS-UNIT #355 MOUNT TIRES/SIREN/TRANSMISSION LUBE/OIL/FILTER REPLACE FUEL AND FILTER VARIOUS REPAIRS-UNIT #351 REPLACED RADIATOR LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #356 LUBE/OIL/FILTER REPLACE A/C CONDENSOR TRANSMISSION SERVICE	5,132.62

26F

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VARIOUS REPAIRS-UNIT #361 LUBE/OIL/FILTER, WATER PUMP REAR BRAKE PADS, MOUNT TIRES TRANS CONTROL MODULE-UNIT #363 VARIOUS REPAIRS-UNIT #356 REPLACE SHOCK ABSORBERS REAR TORQUE ARMS VARIOUS REPAIRS-UNIT #325 LUBE/OIL/FILTER, MOUNT TIRES VARIOUS REPAIRS-UNIT #344 LUBE/OIL/FILTER FLUSH COOLING SYSTEM VARIOUS REPAIRS-UNIT #337 SPEED CONTROL MONITOR LUBE/OIL/FILTER REPLACE BATTERY	
48943	01/11/12	120102	CANNING'S TRUEVALUE HARDWARE P.D. JAIL MISC REPAIRS P.D. JAIL MISC REPAIRS P.D. MAINTENANCE-WIRE BRUSHES SPRAYS/DEODORANTS BELL P.D.-LIGHTBULBS	308.47
48944	01/11/12	120102	LUCIA CASTILLO BALLET INSTRUCTR-11/7-12/21/11	428.00
48945	01/11/12	120102	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-NOV'11	300.00
48946	01/11/12	120102	CITY OF INGLEWOOD CITATION COLLECTION SVC-OCT'11 CITATION COLLECTION SVC-NOV'11	2,822.42
48947	01/11/12	120102	HAZEL COLLETT MEDICAL REIMB-JUL-SEP'11 MEDICAL REIMB-OCT-DEC'11	1,825.92
48948	01/11/12	120102	COMMERCIAL DOOR METAL SYSTEMS FURNISHED & INSTALLED DOOR	399.00
48949	01/11/12	120102	COMSERCO, INC. MAINTENANCE BILLING-12/1-31/11	1,071.00
48950	01/11/12	120102	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-NOV'11	96,389.66
48951	01/11/12	120102	COUNTY OF LOS ANGELES LIGHTING DISTRICT-FY 11/12	86,984.00
48952	01/11/12	120102	ARNE CROCE INTERIM CAO SVCS-12/16-31/11 INTERIM CAO SVCS-12/1-15/11	14,000.00
48953	01/11/12	120102	DATAQUICK INFORMATION SYSTEMS	123.00

26G

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			DATA INFORMATION-NOV'11	
48954	01/11/12	120102	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-OCT'11	96.00
48955	01/11/12	120102	VINCENT DIAZ KUNG FU INSTRUCTOR-12/8-15/11	134.40
48956	01/11/12	120102	DIRECTV SATELLITE SVCS-9/22-1/21/12 CITY HALL/BELL P.D.	83.92
48957	01/11/12	120102	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 6600 WOODWARD AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE PAINT SUPPLIES-HANDYMAN PROGRM 7014 BEAR AVE	847.69
48958	01/11/12	120102	ENTENMANN-ROVIN CO. BADGES-BELL P.D.	110.38
48959	01/11/12	120102	HILDA ESTRADA INTERPRETATION SVCS-9/14, 9/28, 10/3, 10/12, 10/19, 10/26, 11/1, 11/10, 12/13, 12/14, 12/21	4,804.38
48960	01/11/12	120102	FEDERAL EXPRESS DELIVERY SVCS-10/6 & 10/7 ADMIN DELIVERY SVCS-10/20/11 DELIVERY SVCS-CITY CLERK DELIVERY SVCS-M. PRADO	256.70
48961	01/11/12	120102	ALEJANDRO L. FRANCO SPANISH INTERPRETER-CCM 12/17	200.00
48962	01/11/12	120102	WENDY FRANCO REFUND-EXCURSION 12/16/11	20.00

26 H

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PALA CASINO	
48963	01/11/12	120102	GALLS SAFETY VEST-R. CARRANZA	587.90
48964	01/11/12	120102	ROBERTO JESSE GARCIA REFUND-PARKING CIT #4044193, 100017989, 100017988, 100017973	798.00
48965	01/11/12	120102	GLENDALE FIRE SYSTEMS, INC. ALARM MONITORING & TESTING JAN-MAR 2012/VETS PARK ALARM MONITORING & TESTING JAN-MAR 2012/CAMP LITTLE BEAR	516.00
48966	01/11/12	120102	MANUEL HERNANDEZ REFUND-PARKING CIT #4045979	100.00
48967	01/11/12	120102	ROSITA LAO HIMAN REFUND-EXCURSION 12/16/11 PALA CASINO	5.00
48968	01/11/12	120102	ICEBERG CONSTRUCTION & MAINT SVCS-4818 BECK AVE	14,855.00
48969	01/11/12	120102	IJSS INC. DBA TONERZONE TONER CARTRIDGE-BELL P.D. TONER CARTRIDGE-BELL P.D.	341.36
48970	01/11/12	120102	INTELESYS COMMUNICATIONS TELEPHONE MAINT-C.H./P.D. TELEPHONE MAINT/REPAIR-C.H.	520.00
48971	01/11/12	120102	THE JARVIS COMPANY 2ND INSTALLATION	2,525.00
48972	01/11/12	120102	JB CONSTRUCTION VARIOUS IMPVMNTS-HOUSING REHAB 4874 GAGE AVE #26-A. CURIEL VARIOUS IMPVMNTS-HOUSING REHAB 4874 GAGE AVE #33-P. SYLVA	14,195.00
48973	01/11/12	120102	ART JIMENEZ SUBSISTENCE-1/24-26/12	30.00
48974	01/11/12	120102	KELDON PAPER COMPANY PAPER-BELL P.D.	862.39
48975	01/11/12	120102	KNN PUBLIC FINANCE WORK-OUT PLAN CONSULTING PROJ#676-12-11	9,843.00
48976	01/11/12	120102	LAC+USC MEDICAL CENTER MED SVC-10/16/11 DR#11-3606 MED SVCS-10/26/11 DR#11-3747	1,130.00

26I

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48977	01/11/12	120102	LANDSCAPE STRUCTURES INC. SWINGS CHAIN LINK-VETS PK	120.12
48978	01/11/12	120102	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 5246 E. FLORENCE AVE #119 I. PIMENTEL LEAD/ASBESTOS TESTING 5162 E. FLORENCE AVE #15 A. RODRIGUEZ LEAD CLEARANCE TESTING/LAB FEE 4874 GAGE AVE #23-I. HINOJOS LEAD/ASBESTEOS TESTING 4818 BECK AVE-J. GOMEZ	1,269.00
48979	01/11/12	120102	HELEN MARY LENIU REFUND-PARKING CIT #100020567	145.00
48980	01/11/12	120102	MACARIO LIMON REFUND-EXCURSION 12/16/11 PALA CASINO	10.00
48981	01/11/12	120102	LOS ANGELES COUNTY MTA TAP BUS PASS SALES-SEP'11 TAP BUS PASS SALES-8/1-31/11	14,962.00
48982	01/11/12	120102	LOS ANGELES TIMES RFP AD-GRAFFITI REMOVAL SVCS FY 11/12	2,142.00
48983	01/11/12	120102	MEDINA CONSTRUCTION PLUMBING REPAIRS-6639 FISHBURN SIDEWALK REPAIRS-4200 FLORENCE	5,146.00
48984	01/11/12	120102	MENDOZA CONTRACTING VARIOUS REPAIRS-HOUSING REHAB 5246 FLORENCE #157-M. PONCIANO	8,000.00
48985	01/11/12	120102	ANTHONY MIRANDA SUBSISTENCE-1/24-26/11	30.00
48986	01/11/12	120102	ANAIDES MORALES REFUND-PARKING CIT #4045865	359.00
48987	01/11/12	120102	VICTOR MORENO PD LOSS	651.92
48988	01/11/12	120102	NUNEZ TIRES FRONT WINDOW TINT	135.00
48989	01/11/12	120102	OFSI COPIER LEASE-1/1-31/12 PYT#32 FAX LEASE-1/1-31/12 PYT #7	500.43

26J

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48990	01/11/12	120102	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-OCT'11 COMMUNITY CTR COPIER MAINT/SUPPLIES-OCT'11 LITTLE BEAR PK	103.00
48991	01/11/12	120102	P.W. STEPHENS, INC. ASBESTOS ABTMNT-4818 BECK AVE	350.00
48992	01/11/12	120102	JESUS PADILLA REFUND-PARKING CIT #100023465	230.00
48993	01/11/12	120102	ANNETTE PERETZ MEDICAL PREMIUM REIMB-MAY'10	2,487.60
48994	01/11/12	120102	PMW ASSOCIATES TUITION-2/1-3/12	393.00
48995	01/11/12	120102	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C.CTR EQUIPMENT RENTAL-C.CTR	73.20
48996	01/11/12	120102	PRO CENTRAL TERMITE CONTROL TERMITE CONTROL-4874 GAGE #26	1,100.00
48997	01/11/12	120102	PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-NOV'11 NPDES CLEAN WATER ACT	3,393.00
48998	01/11/12	120102	PUBLIC SAFETY VOLUNTEER TUITION-1/24-26/12	1,300.00
48999	01/11/12	120102	QUICK DISPENSE MISC SUPPLIES-C.H. MISC SUPPLIES-BELL P.D. MISC SUPPLIES-C.H. MISC SUPPLIES-C.H. MISC SUPPLIES-BELL P.D.	840.18
49000	01/11/12	120102	QUILL CORPORATION OFFICE SUPPLIES-PARKS/REC OFFICE SUPPLIES-PARKS/REC OFFICE SUPPLIES-PARKS/REC OFFICE SUPPLIES-BELL P.D.	1,713.25
49001	01/11/12	120102	RELIA-TECH CASE FAN-BELL P.D. PREPAID MAINT CONTRACT-JAN'12	2,422.13
49002	01/11/12	120102	ALMA RICO SUBSISTENCE-1/24-26/12	30.00
49003	01/11/12	120102	JOSEFINA RIVAS AEROBICS INSTRUCTOR-11/7-12/15	856.00

26K

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VETS PK & LB PK	
49004	01/11/12	120102	RAUL RIVERA REFUND-PARKING CIT #100020133	145.00
49005	01/11/12	120102	MARIA ROACHO SUBSISTENCE-1/24-26/12	30.00
49006	01/11/12	120102	RODRIGO RODARTE SUBSISTENCE-1/9-11/12	30.00
49007	01/11/12	120102	ROSE CLEANERS & LAUNDRY BLANKET/TOWEL CLEANING SVCS BELL P.D.-NOV'11 BLANKET/TOWEL CLEANING SVCS BELL P.D.-NOV'11 BLANKET/TOWEL CLEANING SVCS BELL P.D.-NOV'11 BLANKET/TOWEL CLEANING SVCS BELL P.D.-NOV'11 BLANKET/TOWEL CLEANING SVCS BELL P.D.-NOV'11	154.00
49008	01/11/12	120102	RSCC ENGINEERING, INC ENGINEERING SVCS-11/8-23/11 VARIOUS PROJECTS ENGINEERING SVCS-DEC'11 ENGINEERING SVCS-11/24-12/19 VARIOUS PROJECTS	31,070.00
49009	01/11/12	120102	ANGELA RUIZ SUBSISTENCE-2/1-3/12	50.00
49010	01/11/12	120102	MARISOL SANCHEZ REFUND-PARKING CIT #100026686	56.50
49011	01/11/12	120102	SIRCHIE FINGER PRINT LAB INC. MISC SUPPLIES-BELL P.D.	593.06
49012	01/11/12	120102	SPECIAL SERVICES GROUP, LLC VEHICLE GPS TRACKER-BELL P.D.	3,320.63
49013	01/11/12	120102	STATEWIDE TRANSCRIPTION SVCS TRANSCRIPTION SVCS-2011-09 TRANSCRIPTION SVCS-VARIOUS	324.50
49014	01/11/12	120102	SULLY-MILLER CONTRACTING CO. PROGRESS PAYMENT #4 FLORENCE A/C OVERLAY PROJ	27,147.83
49015	01/11/12	120102	SWRCB ACCOUNTING OFFICE ANNUAL PERMIT-7/1/11-6/30/12 ANNUAL PERMIT-7/1/11-6/30/12	13,652.00
49016	01/11/12	120102	TOM GIBBY	800.00

26L

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			BACKGROUND INVEST-N. MARQUEZ	
49017	01/11/12	120102	LETICIA TORRES REFUND-PARKING CIT #100026717	56.50
49018	01/11/12	120102	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-JAN'12 C.H.	391.50
49019	01/11/12	120102	TRIANGLE SPORTS, INC SOCCER SUPPLIES BASEBALL SUPPLIES	6,850.93
49020	01/11/12	120102	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES	51.00
49021	01/11/12	120102	UNIFIED TRANSLATION SERVICES WRITTEN TRANSLATIONS COMMUNITY BRIEF 12/13 ANUAL BUDGET SURVEY 11/22/11 C.MTG SUMMARY INTERPRETING SVCS-CCM 12/14/11	758.90
49022	01/11/12	120102	WELLS LOCK & KEY 4 KEYS-BELL P.D. 3 KEYS-BELL P.D. 2 KEYS-BELL P.D.	17.50
49023	01/11/12	120102	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-11/17-28/11	12,500.00
49024	01/11/12	120102	YUHL/STONER/CARR LLP LEGAL SVCS-LITIGATION 8/16-9/16/11 LEGAL SVCS-LITIGATION 9/6-28 LEGAL SVCS-LITIGATION 10/3-31 LEGAL SVCS-LITIGATION 8/31-10/25/11	39,873.03
TOTAL	91 CHECKS			483,234.95
*W0000650	12/14/11	120103	CITY OF BELL PAYROLL FUND FICA AND MEDI TAXES -12/9/11	10,020.58
W0000651	12/15/11	120103	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAY-12/9/11 (12-2011-3)	63,504.67
W0000652	12/20/11	120103	CITY OF BELL PAYROLL FUND PAYROL DEPOSIT OF 12/23/11	240,000.00
W0000653	12/27/11	120103	CITY OF BELL PAYROLL FUND FICA AND MEDI TAXES-12/23/11	10,468.42
W0000654	01/03/12	120104	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAY-12/23/11(12-2011-4)	59,856.47

26 M

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
W0000655	01/05/12	120104	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT FOR -1/6/12	291,206.01
W0000656	01/06/12	120104	CITY OF BELL PAYROLL FUND FICA AND MEDI TAXES-1/6/12	14,807.23
W0000657	01/06/12	120104	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM JAN 2012	108,276.42
TOTAL	8 WIRES			798,139.80
TOTAL				1,281,374.75

26N

BCHA - Bell Community Housing Authority

Warrants for

January 11, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1661	01/06/12	120121	VOID VOID-TEST PRINT	0.00
1662	01/06/12	120121	VOID VOID-TEST PRINT	0.00
1663	01/06/12	120121	THE GAS COMPANY GAS BILLING-11/7-12/9/11 6633 PINE AVE-BCHA GAS BILLING-11/7-12/9/11 4209 BELL AVE-BCHA	32.44
1664	01/06/12	120121	GOLDEN STATE WATER COMPANY WATER BILLING-10/24-11/23/11 6419 PROSPECT AVE-BCHA WATER BILLING-10/25-11/28/11 6327 PINE AVE-BCHA WATER BILLING-10/20-11/21/11 4207 BELL AVE WATER BILLING-10/20-11/21/11 6712-18 OTIS AVE WATER BILLING-10/20-11/21/11 4416 GAGE AVE WATER BILLING-10/20-11/21/11 6633 LAUNDRY PINE AVE WATER BILLING-11/21-12/20/11 4207 BELL AVE WATER BILLING-11/21-12/20/11 6633 LAUNDRY PINE AVE WATER BILLING-11/21-12/20/11 4416 GAGE AVE	1,136.13
1665	01/06/12	120121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/19-12/20 6304 KING AVE ELECTRICAL BILLING-11/30-12/16 5107 FILMORE ST-BMHP	33.32
1666	01/06/12	120121	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/15-12/15 6633 PINE AVE	41.07
1667	01/06/12	120131	AT&T TELEPHONE BILLING-11/4-12/3/11 FLORENCE VILLAGE MHP TELEPHONE BILLING-11/4-12/3/11 BELL MOBILE HOME PARK	292.42
1668	01/06/12	120131	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-DEC'11 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-DEC'11 5162 FLORENCE AVE-FVMHP WASTE/RECYCLING SVCS-DEC'11	5,971.38

26P

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5246 FLORENCE AVE-FVMHP	
1669	01/06/12	120131	THE GAS COMPANY GAS BILLING-8/12-9/13/11 5246 FLORENCE AVE-FVMHP GAS BILLING-11/8-12/12/11 5246 FLORENCE AVE-FVMHP GAS BILLING-11/8-12/12/11 5162 FLORENCE AVE-FVMHP GAS BILLING-11/7-12/9/11 6503 WILCOX AVE-BMHP GAS BILLING-11/4-12/8/11 4874 GAGE AVE-BMHP	6,122.30
1670	01/06/12	120131	GOLDEN STATE WATER COMPANY WATER BILLING-11/22-12/21/11 4874 GAGE AVE-BMHP	190.67
1671	01/06/12	120131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-11/3-12/3 4874 GAGE AVE-BMHP ELECTRICAL BILLING-11/3-12/3 4874 GAGE AVE-BMHP ELECTRICAL BILLING-10/29-11/30 5162 FLORENCE AVE-FVMHP ELECTRICAL BILLING-11/30-12/30 5162 FLORENCE AVE-FVMHP	7,885.33
1672	01/06/12	120131	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/27-12/1 5162 FLORENCE AVE-FVMHP	10,743.30
1673	01/11/12	120132	FIRST CHOICE PURIFIED WATER-FVMHP MISC SUPPLIES-BMHP QTR WATER COOLER RENTAL-FVMHP	265.57
1674	01/11/12	120132	G.T. CONSTRUCTION & LANDSCAPING GARDENING SERVICE-NOV'11 5162 FLORENCE AVE-FVMHP GARDENING SVCS-DEC'11 4874 GAGE AVE-BMHP GARDENING SVCS-DEC'11 5162 FLORENCE AVE-FVMHP	4,170.00
1675	01/11/12	120132	LOS ANGELES TIMES CLASSIFIED ADVERTISING-BMHP CLASSIFIED ADVERTISING-FVMHP CLASSIFIED ADVERTISING-FVMHP	945.00
1676	01/11/12	120132	MEDINA CONSTRUCTION ELECTRICAL REPAIRS-FVMHP	3,545.00
1677	01/11/12	120132	METERMAN SERVICES, INC METER READING-NOV'11	431.71

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5162 FLORENCE AVE-FVMHP	
1678	01/11/12	120132	CHRISTINA PENA PETTY CASH REIMB-BCHA	121.00
1679	01/11/12	120132	JOSE L. VENEGAS REFUND-CLUBHOUSE DEPOSIT	25.00
TOTAL	19 CHECKS			41,951.64

26R

City of Bell
Agenda Report

DATE: January 11, 2012

TO: Mayor and Members of the City Council

FROM: Vernon Ficklin, Community Services Consultant
Debra Kurita, Interim Community Services Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Dial A Ride Public Transportation Request for Proposal

RECOMMENDATION:

Approve the release of a Request for Proposal for Dial-A-Ride Public Transportation Services

BACKGROUND AND DISCUSSION:

The City of Bell has provided Dial-A-Ride Advanced Reservation transportation services for it residents since 1996. These services are currently being provided by the Oldtimers Foundation on a month to month basis. On November 1, 2011 staff presented a report to the City Council providing a comparison of services with the adjacent communities, the costs of the Dial-A-Ride Program, current ridership levels reported by the provider, and several options that the City might pursue. (See Exhibit A)

At that meeting, the Mayor and City Council discussed the options and provided direction to staff to prepare a Request for Proposal (RFP) for the Dial-A-Ride Services for the Senior (age 60 and above) and disabled population. The Mayor and City Council also directed staff to explore the opportunities for providing transportation for the general population through a coordinated fixed route service with adjacent cities. To that end, staff has initiated contact with transit system management from the adjacent communities and will be organizing an inter-city meeting to discuss the opportunities for shared fixed-route services.

A public information and input meeting regarding the Dial-A-Ride Transportation Program was held on January 4, 2012. The meeting was designed to disseminate information about the program and RFP process and solicit public input. During this meeting, staff presented a report outlining the history of the program, the major components of the Dial-A-Ride Program, the requirements that a potential provider must meet, and the criteria that would be used in selecting the provider. The public was then invited to voice their concerns, suggestions, ideas and questions regarding the proposed service and corresponding Request for Proposal.

The meeting was attended by 21 people, six of whom provided input during the session. Two of the public speakers expressed a need for general public transportation and the transportation of school children. The same two members of the public also voiced concerns regarding long wait times and the general lack of customer service from the current provider. Two other members

also spoke to the need of having a strong reporting and monitoring system that generates reports regarding the number of complaints and how they are resolved. One suggestion was to provide rider comment cards on the bus to facilitate customer feedback regarding the service. The need to have accurate and timely reporting regarding the number of riders; to provide reliable and on-time service; and to assure high quality, cost effective transportation was also mentioned. There was also a concern regarding ensuring that the City receive adequate compensation or the return of the buses that are owned by the City. In summary, the public's input revolved around ensuring a high level of customer service, establishing mechanisms to ensure accountability and proper reporting, and providing services with a fair and equitable approach.

The proposed RFP for Dial-A-Ride Transportation Services calls for proposals for the provision of advanced reservation Dial A Ride services to serve the residents of the City of Bell that are 60 years old or greater and/or who are disabled of any age. It also outlines the qualifications that the provider must have, legal and operating conditions that must be met, and the standards of services that will apply. The RFP includes provisions that establish response time windows for pick-up, driver training, and the measurement and monitoring of customer satisfaction. Reporting requirements are also included to allow the City of Bell to monitor the transportation service being provided.

In order to make the best business decision, the RFP contains two bid options: one asks for bids for the cost of the service with the contractor providing the vehicles, the second asks for the cost of program utilizing the vehicles currently owned by the City. By having the information on the difference of costs and services provided by these two options, the City will be able to determine the most cost effective vehicle mix for the provision of the Dial-A-Ride service.

Upon approval by the Mayor and City Council, the RFP schedule will be as follows:

Release of RFP	January 16, 2012
Completed Proposals Due	March 9, 2012
Council Consideration of Award	April 11, 2012
Anticipated Beginning of Service	May, 2012

FINANCIAL IMPACT

The funding for the Dial-A-Ride program is appropriated from the City's allocation from the County-wide Proposition A and Proposition C sales taxes. These Local Agency Funds, which are provided to cities on a per capita basis, are restricted to supporting transit related programs and projects with an emphasis on meeting the needs of the aged and disabled population. The current budget allocates $ 384,000 of Proposition A funds for the operation of Para transit Dial-A-Ride Program. This amount is less than the historical amounts the City of Bell has expended for transportation services, $448,000 in FY 2009-10 and $450.000 in FY 2010-11. In the past, the City has supplemented the Proposition A funds with Proposition C Sales Tax Funds that are less restrictive and can be used for other transit related programs such as street repair and reconstruction. Staff anticipates that the cost of new Dial-A-Ride service serving only the

population 60 years of age or older and the disabled will be less than the historical costs; the actual costs will be determined through the award of the bid.

In addition to the costs of service contract, significant staff time will need to be dedicated to the monitoring of the service to assure compliance with the provisions and standards established in the Request for Proposal. It is estimated that this may require between 15% to 20% of a staff person's time. This time may decrease after the initial start up period as the reporting and the flow of information from the provider is established to meet the City needs.

Attachment A November 1, 2011 Agenda Report
Attachment B Request for Proposal for Dial A Ride Transportation Services

Exhibit A

City of Bell
Agenda Report

DATE: November 1, 2011

TO: Mayor and Council Members

FROM: Vernon Ficklin

APPROVED BY:_____
Arne Croce
Interim Chief Administrative Officer

SUBJECT: Status Report Para-transit Request for Proposals Process

RECOMMENDATION:

Discuss the services options for the Para-transit Program and provide direction to staff.

BACKGROUND:

Currently the City of Bell funds a Dial-A-Ride program that provides curb-to-curb transportation services to all of its residents for free. This program provides direct service to destinations throughout the City of Bell as well as designated satellite points, such as hospitals, within a 7 to 9 mile radius.

Additionally, a sub-regional program, operated under a Memorandum of Understanding the Metropolitan Transportation Authority and the City of Huntington Park, provides transit services to Seniors, defined as individuals over 60, and Disabled persons. Under this coordinated program, Seniors and the Disabled enjoy a service area that includes the cities of Bell, South Gate and Huntington Park, as well as the designated satellite points.

This transit service is provided through a contractor, the Oldtimers Foundation (OTF). The City originally contracted with OTF in 1996. The City Council cancelled this contract in July 2011 and initiated a Request for Proposals (RFP) process to select a provider for a new contract. While that process is being completed, the program has been operating through a month-by-month agreement with OTF.

The City expended $448,000 in FY 2009-2010 and $450,000 in FY 2010-2011 for this Para-transit program. The current budget allocates $384,000 for Para-transit operations. The funding for this program is appropriated from the City's allocation from the County-wide Proposition A and Proposition C sales taxes. These Local Agency Funds, which are provided to cities on a per capita basis, are restricted to supporting transit related programs and projects.

Passenger Count: Table A identifies the passenger counts for the City of Bell's transit services over the last two fiscal years.

TABLE A: CITY OF BELL PARA-TRANSIT PROGRAM PASSENGER COUNTS

GROUP	FY 2009/10	FY 2010/11
Disabled	2,831	3,180
Seniors	8,530	8,452
General Public	14,156	15,410
Total	25,516	27,102

TRANSIT SERVICE COMPARISONS

Staff conducted a telephone survey of the cities adjacent to the City of Bell, including Bell Gardens, Cudahy, Huntington Park and Maywood, to provide the Council with reference information on transit services. All of these cities provide transit services to their residents. The three main categories of services are: a Dial-A-Ride service, fixed route services, and specially defined services that are unique to each community.

Dial-A-Ride Program: The City of Bell and adjacent cities all provide curb-to-curb, or Dial-A-Ride services. The survey data revealed that some cities limit this service to the Senior and Disabled populations.

There are two methods by which cities are charged by the contractors for providing this service: the service hour which is calculated from depot to depot, or the revenue hour which is calculated from the time the first passenger is picked up to the time the last passenger is dropped off. Table B. summarizes the comparison data for the Dial-A-Ride services.

TABLE B: DIAL-A-RIDE PROGRAMS

	BELL	BELL GARDENS	CUDAHY	HUNTINGTON PARK	MAYWOOD
Passengers:	27,100	1,500	Not Reported	7,450	37,344
Cost Basis: Cost:	Service Hour $38.50	Revenue Hour $47.48	Service Hour $48.50	Revenue Hour $34.00	Service Hour $44.10 (1)
Fares:	Free for All Users	Seniors and Disabled Only - Free	Not Reported	Seniors and Disabled Only - Free	$1.00 Seniors and Disabled Free
Provider:	Oldtimers Foundation	Parking Company of America, INC	Oldtimers Foundation	Oldtimers Foundation	Diversified Transportation LLC/Techtrans

(1) City pays cost of gas above $3.00 per gallon

Fixed Route Program: The cities of Bell Gardens, Cudahy, Huntington Park, and Maywood provide their residents with fixed route transportation services. The detailed data of these programs is outlined in Table C.

TABLE C: FIXED ROUTE PROGRAMS

	BELL	BELL GARDENS	CUDAHY	HUNTINGTON PARK	MAYWOOD
Passengers	No Service	90,000	Not Reported	90,000	52,140
Cost Basis: Cost:	No Service No Service	Revenue Hour $47.48	Service Hour $48.50	Revenue Hour $43.50	Service Hour $27.95(1)
Fares:	No Service	$0.25/$0.50	Free	Not Reported	Free
Provider:	No Service	Parking Company of America, INC	Oldtimers Foundation	Oldtimers Foundation	Diversfied Transportation LLC/Techtrans

(1) Labor only - City pays all other costs.

Specially Defined Routes and Services: The cities of Bell, Bell Gardens, Huntington Park, and Maywood, also provide additional services, including special senior shuttles and fixed route segments not displayed in the other tables. The information regarding these services is summarized in Table D.

TABLE D: SPECIALLY DEFINED ROUTES AND SERVICES:

	BELL	BELL GARDENS	CUDAHY	HUNTINGTON PARK	MAYWOOD
Service	Event Senior Shuttle	Senior Shuttle to Senior Center	Not Reported	Pacific Blvd Fixed Route Shuttle	Senior Out of Town Bus
Passengers:	Unknown			28,000	2,860
Cost Basis: Cost:	Service Hour: $38.50	Service Hour $26.26 (1)		Revenue Hours: $43.42	Service Hour $27.95 (1)
Fare:	Free	Free		Free	Free to Registered Seniors > 62
Provider:	Oldtimers Foundation	Parking Company of America, INC	Oldtimers Foundation	Oldtimers Foundation	Diversified Transportation LLC/Techtrans

(1) Labor only - City pays other costs.

GENERAL COMMENTS REGARDING THE SURVEY:

Based on the data provided by the other cities in response to the telephone survey and the information available in the files of the City of Bell:

- The service hour cost of $38.50 being paid by the City of Bell is in the lower range of those being paid by other cities. While some costs are based on revenue hours and others on service hours, the rates can be used as an indicator of relative cost position. However, the overall cost of the Bell Program is driven by the number of units needed to serve the demand of the program. The nature of the Dial-A-Ride as an advanced reservation program requires more dedicated vehicles and, therefore, more billable service hours, particularly since this service is extended to the general public. The total costs of the Bell program of approximately $450,000 annually to serve 27,000 passengers is only slightly less than the $478,000 spent annually by the City of Maywood for its programs that serves approximately 90,000 passengers.

  The presence of a fixed route service in the transit mix of the other cities substantially increases the number of passengers served. As a result, the per-passenger cost is lower in those communities.

- There is no general pattern regarding fares for transit services in surrounding cities; some charge a modest fare while others do not.

- A collaborative approach to Para-transit services is possible due to the current ridership levels and the length of the routes in the individual cities. The Cities of Bell and Huntington Park are currently being served by a coordinated Dial-A-Ride Program for Seniors and the Disabled.

OPTIONS FOR TRANSIT SERVICES IN THE CITY OF BELL:

Staff has identified the following four transit service options for Council discussion:

- Dial-A-Ride for Seniors and the Disabled Only,
- Dial-A-Ride for Seniors and the Disabled plus a Fixed Route for the General Public,
- Coordinated Effort with Adjacent Cities, and
- Status Quo – Dial-A-Ride for all Residents

Option 1 - Dial-A-Ride for Seniors and the Disabled Only: This option would be the least expensive approach and would allow any savings to be used for other transit related projects, such as street and road repair. It is estimated that a Senior and Disabled Only program could be provided with 2 vehicles and drivers, which would reduce the cost by 35 to 40 percent.

Structuring the program in this manner would continue to meet the needs the elderly and disabled in the community, as well as complying with federal and state grant requirements and the objectives of the Los Angeles Regional Transit Plan. The most significant service impact of this option would be that the general public would no longer benefit from this program.

Option 2 - Dial-A-Ride for Seniors and Disabled and a Fixed Route Program: This option incorporates the benefits of the Dial-A-Ride program described in Option 1 with a fixed route program available to the general public as well as Seniors and the Disabled. In general, fixed routes provide service to a larger number of customers at lower per-passenger costs than curb-to-curb programs. Depending on the design of the fixed routes, this approach may use one large vehicle instead of two small ones which may result in savings on maintenance and repair costs. Naturally, a fixed route structure would be less convenient for the general public than the current system of providing Dial-A-Ride services for everyone.

Option 3 - Coordinated Para-transit Services with Adjacent Communities: A coordinated regional approach is feasible, given the length of the routes and the levels of rider ship in the Bell program and those of adjacent cities. Through a coordinated approach, the cost effectiveness of the programs could be enhanced by a more efficient use of human resources and equipment.

These programs could include any combination of the Dial-A-Ride and Fixed Route services. As many of the adjacent cities are in the process of evaluating the transit programs and issuing RFPs, the timing is ideal for exploring the opportunity of a multi-city, joint approach to providing these services. Further, a combined program may make the cities involved eligible for grants to purchase environmentally-friendly vehicles and more efficient systems. Staff has contacted transit system management from the adjacent communities and found that there is some interest at the staff level to explore this option.

Option 4 - Status Quo: Dial-A-Ride for General Public: The program provides the residents of Bell with a high level of service by operating a quasi-taxi, curb to curb service. However, this approach is less cost effective than the other options.

FARE POLICY OPTIONS:

There are two major options for a fare policy: a no fare policy or a fare system that differentiates the rate based on the category of passenger. For example, a number of systems charge varying rates for seniors, the Disabled and students. One benefit to employing a rate structure is that the revenues raised from fares would help defray the costs of transit provision; this would allow the City to apply any savings to other eligible transit-related projects.

CONCLUSION:

Given the results of the research on the existing Para-transit programs in the City of Bell and those of surrounding cities, there are a number of policy issues that will impact the process of preparing the RFP for contractors to provide this service. It is necessary to determine the components of the program, including what combination of services will be provided and the structure of fares, before completing the elements requested in the RFP. Once the direction on these issues is determined, staff estimates that the process to finalize the RFP will require approximately 60 days.

Additionally, if the potential of using a multi-city approach is an opportunity that is to be explored, the nature and elements of the RFP will be impacted. However, this approach could add several months to the schedule for the RFP process.

REQUEST FOR PROPOSAL

DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES

CITY OF BELL

6330 PINE AVENUE

BELL, CALIFORNIA, 90201

OFFICE OF THE CITY CLERK

(323) 588-6211

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City of Bell
Office of the City Clerk
6330 Pine Avenue
Bell, CA 90201

January 16, 2012

NOTIFICATION TO CONTRACTORS

The City of Bell ("City") invites proposals from qualified and experienced transportation providers ("prospective Contractors") to provide Dial-A-Ride Transportation Services to qualified senior citizens and disabled residents of the cities of Bell for trips to medical, dental and non-medical locations within a certain geographical boundary. The City seeks bids for two options. In Option 1, The Contractor will provide all equipment, vehicles, personnel and services necessary to operate the program. In Option 2, The contractor will provide all equipment, personnel and services necessary to operate the program except that the vehicles will be provided by the City.

The contractor will also provide management and operation of a telephone reservation and dispatch system that will provide advanced reservation and subscription services to the senior and disabled residents of the City of Bell. As part of this service the contractor shall issue to each subscriber a picture bearing identification card with a unique number and provide the basis for billing and usage information required by the City of Bell.

Original Request for Proposals may be obtained from the Office of the City Clerk, City of Bell, 6330 Pine Avenue, Bell California, 90201. Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 5.00 PM on Friday, March 9, 2012 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations. The City of Bell hereby notifies all prospective Contractors that the City will require each Contractor to demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole with funds provided under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Bell reserves the right to accept or reject any or all Proposals, and further reserves the right to waive information, informalities, and/or minor irregularities to the extent permitted by law in any Proposal received where such action best serves the interest of the City and to be the sole judge of the merits of the respective Proposals received.

DATE: January 16, 2012

ATTENTION: PROSPECTIVE CONTRACTORS

SUBJECT: REQUEST FOR PROPOSAL (RFP)

TITLE: DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES

Instructions

Proposals must be in writing and must be received by the City of Bell, Office of The City Clerk by 5.00 PM on Friday, March 9, 2012 via U.S. Mail, Fed Ex, UPS or courier or in person. Proposals received after the above listed date and time will not be considered, regardless of postmark. Prospective Contractors are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. Contractors responding to this RFP must submit the original and five (5) copies of their proposal in a sealed envelope clearly marked as follows:

PROPOSALS FOR DIAL-A-RIDE TRANSPORTATION SERVICES

City of Bell
Office of the City Clerk
6330 Pine Avenue
Bell, CA 90201

In addition contractor to provide a PDF formatted document containing the response on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE WORD DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All proposals must contain an original signature by an authorized officer of the company.

All inquiries and comments concerning this Request for Proposal shall be submitted in writing to:

City of Bell
Office of the City Clerk
6330 Pine Avenue
Bell, CA 90201

A pre-proposal conference will be held at 11.00 a.m. on Wednesday, February 21, 2012 at the Community Center, City of Bell, CA. Attendance at the conference *is* mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Contractors. Responses

to questions or comments regarding this RFP provided by any other department, employee, or City of Bell department other than the contact person set forth above shall not be considered valid and the City will not be bound by any such comments or responses. With the exception of inquires received at the pre-proposal conference, inquiries received via telephone or orally in-person will not receive a response.

The Contractor will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City of Bell hereby notifies all prospective Contractors that the City will require each Contractor affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP, and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City of Bell reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received, to the extent permitted by law and where such action best serves the interest of the City and to be the sole judge of the merits of the respective proposal received.

Issued by:

CITY OF BELL

_____

Rebecca Valdez
City Clerk

ESTIMATED SCHEDULE OF EVENTS

January 16, 2012	REQUEST FOR PROPOSAL (RFP) RELEASE
February 10, 2012	LAST DAY FOR SUBMISSION OF QUESTIONS
February 21, 2012	PRE-PROPOSAL CONFERENCE
March 9, 2012	RFP DUE DATE
March 12-16, 2012	NOTIFY CONTRACTOR OF SHORT-LIST SELECTION
March 19-23, 2012	INTERVIEWS HELD WITH SHORT-LIST OF CONTRACTORS
March 26-30, 2012	FINAL CONTRACTOR SELECTION
April 11, 2012	CITY COUNCIL APPROVAL
April 23-27, 2012	NOTICE TO PROCEED
May 2012*	FIRST DATE OF SERVICE

*Tentative Dates

SECTION 1 - INSTRUCTIONS TO CONTRACTORS

IP. 1 PROPOSAL FORMAT AND SUBMITTAL

Proposals must be in writing and must be received by the City of Bell, Office of the City Clerk by 5.00 p.m. on Friday, March 9, 2012 via U.S. Mail, FedEx, UPS or courier or in person. The envelope must be clearly marked "DIAL-A-RIDE TRANSPORTATION SERVICES". Each Contractor must submit the original and five (5) copies of their Proposal in a sealed envelope and deliver to:

City of Bell
Office of the City Clerk
6330 Pine Avenue
Bell, CA 90201

In addition contractor to provide a PDF formatted document containing the response on Compact Disc (CD). THE HARD COPY MUST BE THE SAME AS THE WORD DOCUMENT ON THE CD.

No oral, electronic, telegraphic, telephonic or facsimile transmittals will be accepted. All Proposals must contain an original signature by an authorized officer of the Contractor.

Proposals received after the above listed date and time will not be considered, regardless of postmark. Proposals will be time stamped when received and will be accepted up to and no later than the time indicated in this RFP. The Contractor assumes the risk of any delay in the delivery of the mail by the U.S. Postal Service or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, Contractors assume responsibility for having Proposals deposited on time at the place specified. Late proposals will not be accepted for any reason, and will be returned unopened, regardless of postmark.

Proposals shall be typed, single-spaced and submitted on 8½"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Contractors references have been checked. All Proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the Proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the Proposal non-conforming and non-responsive and may cause its rejection. The completed Proposal shall be without interlineations, alterations, or erasures. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

All requests for exceptions or deviations as a result of this RFP shall be clearly identifiable by a separate section of the Contractor's submitted proposal for review by the City of Bell. It shall be the right of the City of Bell to accept or reject any portion of the submitted requests.

Proposal documents shall be deemed to include by reference each and every one of the following:

Request for Proposal (RFP) Addenda
to RFP
All other required forms

IP. 2 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, Contractor represents that: (1) Contractor has thoroughly examined and become familiar with the Work required under this RFP, (2) Contractor comprehends all conditions

that may impact the Proposal, (3) Contractor has reviewed all addenda, and (3) Contractor is capable of providing the equipment, goods and services necessary to perform the Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the Contractor's own risk. A Contractor shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Contractor to have read all of the conditions, instructions and the Agreement shall not be cause to alter any term of the Agreement nor shall such failure provide valid grounds for a Contractor to withdraw its proposal or to seek additional compensation.

IP.3 ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

IP.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11.00 a.m. on Wednesday, February 21, 2012 at the Community Center, City of Bell, CA. Attendance at the conference *is* mandatory. No submittal will be accepted from any Contractor who fails to attend the pre-proposal conference. Only substantive inquiries will receive a response. All substantive questions raised at the pre-proposal conference or submitted in writing as outlined above will be responded to according to the guidelines contained herein.

IP.5 CLARIFICATIONS

Should a Contractor require clarifications of this RFP, the Contractor shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have requested the RFP.

All questions, clarifications or comments must be submitted to Rebecca Valdez, Office of the City Clerk no later than 5:00pm, Friday, February 10, 2012. No questions will be answered individually by the City of Bell.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for **DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES.** Questions may be faxed to (323) 771-9473, **ATTENTION**: Rebecca Valdez, City Clerk. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all recipients of this RFP. Every attempt will be made to provide responses to all Contractors in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section
Paragraph number
Page number
Text of passage being questioned
Question

IP.6 REFERENCES

All reference information requested in the RFP and specified in the form included in this RFP must be submitted with the Proposal.

Reference information shall also be defined as Contractor's utilized documentation for the operation of contracted services equivalent DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES. Report examples include, but are not limited to, incident/accident reports, scheduling documents, National Transit Database (NTD) reports, monthly statistical reports that include; ridership by time of day; and drivers" logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards, and vehicle maintenance reports.

IP.7 PROPOSAL SIGNATURES

If an individual prepares the Proposal it shall be signed and the full name and address of the Contractor shall be given.

If a partnership prepares the Proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the Proposal, the name of the corporation shall be provided and signed by two (2) duly authorized officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

IP.8 PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Contractor in:

- Preparing the Proposal in response to this invitation.
- Submitting that Proposal to the City.
- Negotiating with the City any matter related to this Proposal, and/or
- Any other expenses incurred by the Contractor prior to date of award.

IP.9 CITY OF BELL RIGHTS

At its discretion, the City reserves the right to:

1. Reject any and/or all Proposals for no reason or any reason including but not limited to the following:
    a. The Proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
    b. The Contractor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Contractor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Proposal that in the opinion of the City is so unbalanced in comparison to other Proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a Proposal.

4. Cancel the entire RFP;
5. Issue subsequent RFPs;
6. Waive any errors or informalities in any Proposal, to the extent permitted by law.

IP.10 LICENSING, PERMITS AND TAXES

All Proposals and prices quoted therein shall include applicable taxes. Each Contractor shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the contract.

IP.11 TAXI CAB OWNERS PERMIT (IF APPLICABLE)

If Contractor is submitting a proposal on the DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES and they are currently operating with taxicabs, Contractor must provide a copy of a valid Taxicab Owners Permit from the City to operate taxicabs in the City in accordance with the provisions of Bell Municipal Code prior to operation in City, or if Contractor does not already have an established taxicab service in the City, a copy of a completed application is required to be submitted with the proposal. Owner"s Permit applications are available at the City's Finance Department.

Contractor is responsible for obtaining all additional owner's permits, or approved equivalent, in cities in which the DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES extends to prior to the operation in those cities; costs shall be the burden of the Contractor.

IP.12 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Contractor's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless, of whether or not they are referred to in the RFP.

IP.13 CONFIDENTIALITY AND PUBLIC RECORD

All Contractors are hereby put on notice that each Proposal received shall become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Proposal confidential as a trade secret is first obtained, each Proposal shall be subject to disclosure pursuant to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure of any Proposals or portions thereof absent such agreement; nor shall such agreement preclude the City from disclosing any Proposal or portion thereof where such disclosure is required by law.

IP.14 JOINT OFFERS

Where two or more Contractors desire to submit in response to this RFP, they shall do so on a prime subcontractor basis rather than as a joint venture. City of Bell intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any

Proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Contractors may be considered collusive and may be rejected as non-responsive.

IP.15 CERTIFICATIONS

Each Proposal shall include all required Certifications, including a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Contractor be awarded a contract pursuant to this RFP.

IP.16 SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to this RFP, a detailed cost/price Proposal may be requested of the Contractor. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Contractor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

IP.17 PRICE/COST SHEETS

Each Proposal shall itemize the unit and extended price for each line item indicated on the price/cost sheets. The total price/cost shall include all things necessary for completion of all work indicated in the specification/scope of work included herein.

IP.18 PROTEST PROCEDURES

All protests must be filed in accordance with the following requirements:

1. The protest must be in writing and identify the solicitation (RFP) title.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.
6. Protests related to the content of the RFP shall be received no later than five (5) days prior to the Proposal due Prodate.
7. Protests on matters related to the recommendation for award or any other item not related to the contents of the RFP shall be submitted within five (5) days of the issuance of the recommendation for award.

If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation.

IP.19 INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the response, including all promises, warranties, commitments and representations made in the successful Proposal, shall be binding and incorporated by reference in the City's contract with the Contractor.

IP.20 PROPOSAL EVALUATION CRITERIA

The contract resulting from this RFP will be awarded to that responsible Contractor whose offer, conforming to the requirements of the RFP, is determined to be most advantageous to the City of Bell. The proposal shall contain a complete response to each of the areas identified below, in the order shown. Contractors should review the requirements listed under each area, in providing their responses. Contractor shall avoid the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The following criteria shall be used for the DIAL-A-RIDE (DAR)

TRANSPORTATION SERVICES submitted proposals. An appointed selection panel will review and rate all responsive Proposals, based on the following criteria:

Qualifications of Contractor and Financial Stability:
Maximum of twenty-five percent (25%)

i) Knowledge of the service area associated with the scope of work and demonstrated ability to service the City through a calculated work plan.
   a. Service Planning.
   b. Contractor's current operating capacity and how the City of Bell could Potentially affect its operation.
ii) Relevant experience and references with contracts possessing the same capacity and ability to perform the required services as it relates to a Dial-A-Ride (DAR) Program or equivalent.
iii) Description of the performance standards the Contractor has established for its contract operations.
iv) Ability to comply with all requirements within RFP.
v) Demonstration of adequate financial resources.
   a. Free of liens and encumbrances that could potentially affect a contract with City of Bell.

Qualifications of Staff, Operations, Facility, and Resources:
Maximum of twenty-five percent (25%)

i) Organizational structure in terms of its effective use of personnel and time commitment of Project Management.
ii) Quality of proposed administration and reporting competencies.
   a. Incident/Accident Reporting.
   b. Customer Complaint Resolution.
iii) Thoroughness of Contractor operating policies and procedures. Quality of proposed operating facilities including dispatch systems and communication equipment, maintenance facility and condition of equipment.
   a. Operations Record Keeping.
   b. Maintenance Record Keeping.
iv) Description of Management personnel, their background/experience, assigned tasks to contract, and responsibility.
v) Number of personnel supporting contract and list of certifications/qualifications held by specific job classifications and any existing labor contract provisions that may restrict contractor performance and/or contractor compliance.
   a. Certification Training.

Operating Methodology and Practices:
Maximum of twenty-five percent (25%)

i) Operating Methodology as it relates to "industry best practices" and the comparison to the Contractor's methods to other similar competitors.
   a. Fare collection process.
   b. Passenger pickup/destination logs.
ii) Demonstration of Contractor's comprehension of the RFP through practices of training programs, drug and alcohol programs, anti-harassment training,

performance measures, internal quality assurance oversight controls, preventative and maintenance programs, FTA and NTD reporting, etc.
a. Personnel development.
b. Ongoing Operator/Driver Training.
c. New Hire Training
d. Maintenance Training.
e. Supervisor Training.
f. Sensitivity Training.

iii) Description of how the Contractor has addressed "Cure Notices" or other written notices regarding poor/unsatisfactory performance in the past three (3) years.
a. Accomplishments and shortcomings.

iv) Description of how the Contractor would facilitate and manage the transition from the current provider to the new provider of services.
a. Historical experience.
b. Accomplishments and shortcomings.

v) Description of Contractor's response to preventive maintenance program, road-calls, vehicle repairs, technological equipment as it relates to maintenance, dispatch, etc.
a. Reporting.
b. Cost effective solution to manage parts level.
c. Vehicle cleanliness.

vi) Proposal shall include a Work Plan which would delineate the approach Contractor would utilize to complete the work. The plan shall demonstrate the Contractor's understanding of the scope of services. Contractors should refine and/or expand each Scope of Work in the RFP to reflect the particular plan they would use to perform the work. Contractors shall address any problems that they envision to be associated with the work, citing specific suggestions for avoiding these problems. The work plans should also include how the DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES Service would be conducted from the initial customer telephone request to invoicing the City.

Cost Effectiveness:
Maximum of twenty-five percent (25%)

The standard proposal form requires firm costs per service hour including maintenance, fuel, personnel and all other costs. The proposed costs, as provided in the proposal form, will be evaluated as the Contractor's most favorable terms and conditions. In the proposal, the Contractor must provide a summary of justification on how the costs were achieved and must provide a contingency plan as it relates to foreseeable increases in the following, but not limited to: fuel, labor costs, insurance, etc.

IP.21 AWARD OF CONTRACT

The contract resulting from this RFP will be awarded to the most responsive and responsible Contractor whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous to the City, based on the Evaluation Criteria.

The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;

(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFPs.

An Evaluation Committee comprised of City of Bell staff and/or other Municipality staff members in accordance with the Proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Contractors should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Contractor prior to award, and expressly reserves the right to negotiate with several Contractors simultaneously and, thereafter, to award a contract to the Contractor offering the most favorable terms to the City. However, negotiations may or may not be conducted with Contractors; therefore, the proposal(s) submitted should contain the most favorable terms and conditions, since the selection and award may be made without further discussion with any Contractor.

No agreement shall exist until the City Council or Chief Administrative Officer has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all Proposals for any reason, to waive any informality or minor errors as determined by the City in any Proposal and to award the Agreement as the best interests of the City may require. The award, if any, will be made by the City within one hundred-twenty (120) calendar days after the opening of the Proposals.

IP.22 PREFERENCE FOR HIRING LOCAL RESIDENTS

Should the selected contractor require the hire of new employees as a result of the Dial-A-Ride Services contract with the City, contractor agrees to conduct outreach in the city and give preference for qualified applicants residing in the City of Bell. Contractor shall provide evidence of job recruitment efforts.

SECTION 2 - GENERAL TERMS AND CONDITIONS

GC.1 DEFINITIONS

Agreement: The Contract to be negotiated and entered into by the City and the Contractor for the Work described in this RFP

Change: Additions, deletions or other revisions to the Work within the general scope of the contract authorized by the City, through issuance of a change order describing such changes.

City: The City of Bell, a municipal corporation

Contract: The written agreement executed by the City and the Contractor which sets forth the rights and obligations of the Parties in connection with the Work, and which includes the Contract Documents.

Contractor/Vendor/Contactor: Any manufacturer, company or agency providing services, equipment, software, or supplies for this RFP.

Days: Calendar days unless specifically noted

Defect: Patent or latent malfunction of failure in manufacture or design of any component or subsystem that causes a product to cease operating or causes it to operate in a degraded mode.

FTA: Federal Transit Administration

NTD: National Transit Database

Notice to Proceed: Document issued from the City to the Contractor specifying the date on which the work under the Contract is to be initiated.

RFP: Request for Proposal

Specifications: Part of the contract documents that adequately and completely describes the locations, dimensions, character, properties, requirements and details of the Work to be done by the contractor.

Special Provisions: Contract Document containing requirements that modify or supplement the General Conditions.

Work: Any and all of the labor, material, services, supervision, tools, machinery, equipment, supplies, facilities and support used by the Contractor to generate the results specified, indicated or implied in the requirements described in the contract Statement of Work and/or Specifications.

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Neither this RFP nor any interest herein nor claim hereunder may be assigned by Contractor either voluntarily or by operation of law, nor may all or part of this RFP or subsequent agreement be subcontracted by Contractor, without the prior written consent of the City of Bell. Consent by the City shall not be deemed to relieve Contractor of obligations to comply fully with the requirements hereof.

GC.3 SAMPLE AGREEMENT

A form approved by the City Attorney must be executed between the City and the successful Contractor prior to commencement of any work.

GC.4 NOTICE OF LABOR DISPUTE

Whenever Contractor has knowledge that any actual or potential labor dispute may delay the award of this RFP, Contractor shall immediately notify and submit all relevant information to the City of Bell. Contractor shall insert the substance of this entire clause in any subcontract hereunder.

GC.5 DISPUTES

The Agreement shall be constructed and all disputes hereunder shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement.

Disputes arising in the performance of the Agreement to be awarded which are not resolved by agreement of the parties shall be decided in writing by the City Council or its designated representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the successful Contractor mails or otherwise furnishes a written appeal to the City of Bell Chief Administrative Officer. In connection with any such appeal, the successful Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Council or its designated representative shall be binding upon the successful Contractor and the successful Contractor shall abide by the decision.

Performance During Dispute

Unless otherwise directed by the Chief Administrative Officer, successful Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages

Should either party to the Agreement to be awarded suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the successful Contractor arising out of or relating to the Agreement or any breach thereof, will be decided by arbitration if the parties mutually

agree, or in a court of competent jurisdiction. The parties shall further agree that the proper venue for any court action shall be in the Superior Court of Los Angeles County for state court actions and the United States District Court for the Central District of California sitting in Los Angeles.

Rights and Remedies

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder, shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or successful Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GC.6 ASSUMPTION OF RISK OF LOSS

Unless otherwise provided, Contractor shall have title to and bear the risk of loss of or damage to the items purchased hereunder until they are delivered in conformity as outlined in the RFP at the F.O.B. point specified herein, and upon such delivery Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from Contractor's negligence.

GC.7 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the successful Contractor to enforce one or more of the terms or conditions of the Agreement or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.8 INDEMNIFICATION

Successful Contractor shall indemnify and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from and against any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the willful misconduct, negligent acts, errors or omissions of successful Contractor, including its officers, agents, employees, subcontractors or any person employed by successful Contractor, in the performance of this Agreement.

GC.9 INTEREST OF MEMBERS OF THE CITY

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

GC.10 TERM OF CONTRACT

The term of this contract will be for three (3) years, with the City having the sole option to renew the contract with the contractor for one-year extensions for up to five years.

GC.11 TERMINATION FOR DEFAULT

Upon failure of the successful Contractor to make satisfactory progress or adequately correct deficiencies to abide by the terms of the Agreement, or to obtain, furnish or keep in force any required permit, license, bond or insurance, the City shall have the right to terminate the

Agreement for default. Written notice of termination shall be mailed to the successful Contractor at its address. Notice shall be effective when mailed. Upon receipt of notice, the successful Contractor shall immediately stop work and relinquish all project files to the City. The City may thereafter pursue the work or hire another project manager to do so and charge the successful Contractor liquidated damages.

GC.12 LIQUIDATED DAMAGES

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the date set forth in the Agreement, damage will be sustained by the City and that it is or will be impracticable to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of five hundred dollars ($500) for each working days delay in starting the work, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.

The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within three (3) business days from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

GC.13 CANCELLATION OF AGREEMENT

In any of the following cases, the City shall have the right to cancel the Agreement without expense to the City: (1) the successful Contractor is guilty of misrepresentation; (2) the Agreement is obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) the Agreement conflicts with any statutory or constitutional provision of the State of California or the United States. This section shall not be construed to limit the City's right to terminate the contract for convenience or default, as provided herein.

GC.14 FORCE MAJEURE

The successful Contractor shall not be liable for any failure to perform if acceptable evidence has been submitted to the City that failure to perform the Agreement was due to causes beyond the control and without the fault or negligence of the successful Contractor. Examples of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents such as strikes or work stoppages or unavailability of any product to be supplied to the City.

GC.15 INSPECTION AND ACCEPTANCE

All items and/or invoicing are subject to final inspection and acceptance by the City of Bell, at destination. Final inspection will be made within a reasonable time after receipt of items hereunder. The City reserves the right to withhold final payment until the final inspection and acceptance of all work.

GC.16 EXCESS REPROCUREMENT LIABILITY

Contractor shall be liable to the City of Bell, for all expenses incurred by the City in reprocuring elsewhere the same or similar items or services offered by the Contractor hereunder, should Contractor fail to perform or be disqualified for failure to meet terms and conditions set forth herein. Such reprocurement expense obligation by Contractor shall be limited to the excess over the price specified herein for such items or services.

GC.17 DELIVERY

If applicable, the services and/or product described herein are/is to be delivered to the City of Bell, Office of the City Clerk, 6330 Pine Avenue, Bell, CA 90201.

GC.18 METHOD OF PAYMENT

City will pay successful Contractor in accordance with the following terms and procedures: Successful Contractor shall submit written invoices to City by the 15thof each month clearly detailing the services furnished by successful Contractor during the preceding month and for all other supplies and services provided by successful Contractor. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice in accordance with its standard warrant procedures. Clear reference must be made to the purchase order (P.O.) number, the time period that the work was performed, itemization of the work and/or reference to the payment schedule and identification of the contractor's taxpayer identification number.

GC.19 Annual Cost Adjustment

Cost Adjustments for the second and subsequent years will be made to the Contractors annual prices using the annual indexes of the "Consumer Price Index for All Urban Consumers, Los Angeles Area-all items as published by the U.S. Department of Labor, Bureau of Labor Statistics. This adjustment will be made in first month of each new contract year.

GC.20 NON-RESTRICTIVE CLAUSES

If applicable, wherever brand, manufacturer or product names are indicated in these specifications, they are included for the purpose of establishing identification and a general description. Wherever such names appear, the term "or approved equal" is deemed to follow. The decision whether a proposed unit is an approved equal will be made by the City. Specifying a brand name in the specification shall not relieve the successful Contractor, or any subcontractor or supplier, of the responsibility to design and produce a unit which fully meets the performance specifications, the warranty and any other contractual requirements.

GC.21 INSURANCE

Successful Contractor shall at all times during the term of this Agreement for DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Kay Insurance Rating Guide, and approved by the City of Bell:

(1) A policy or policies of broad-form commercial general liability insurance with minimum limits of $1,000,000 (one million dollars) combined single limit coverage and an annual aggregate limit of $ 5,000,000 against any injury, death, loss or damage as a result of

wrongful or negligent acts by successful Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automobile liability insurance, with minimum combined single limits coverage of $5,000,000 (one million dollars);

(3) Workers" compensation insurance with a minimum limit of $1,000,000 (one million dollars) or the amount required by law, whichever is greater on a form approved by the City Attorney.

City of Bell and,its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy (ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of successful Contractor's work under this Agreement. Each insurance policy required by this Section GC.20 shall be endorsed as follows: (1) the insurer waives the right of subrogation against the City and its officers, employees, agents and representatives; (2) the policies and primary and non-contributing with any insurance that may be carried by the City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior to written notice to the City of Bell.

All insurance coverage shall be confirmed by execution of endorsements on forms provided by the City of Bell. Successful Contractor is required to file the completed policy endorsements with the City of Bell and on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City of Bell. The completed endorsements are subject to approval of the City of Bell. If for any reason it shall not be possible to obtain endorsements on the City of Bell forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City of Bell forms unless otherwise agreed by the Chief Administrative Officer.

GC.22 CERTIFICATE OF NON-COLLUSION

Contractor's must represent and warrant that all submittals for this work are genuine and not sham or collusive or made in the interest of or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Contractor to put in a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Contractor has not in any manner sought by collusion to secure to the Contractor or another Contractor an advantage over any other Contractor.

GC.23 PATENT AND COPYRIGHT INFRINGEMENT

In lieu of any other warranty by the City or the successful Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that the successful Contractor shall defend at its own expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes on any present existing United States letter patent or copyright and the successful Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that the successful Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at the Contractor expense of same.

However, the successful Contractor will not indemnify the City if the suit results from: (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing United States letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by the Contractor when such use in combination infringes upon an existing United States letters patent or copyright.

The successful Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. The successful Contractor shall not be obligated to indemnify the City under any settlement made without the Contractor's consent or in the event the City fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at the Contractor's expense. If the use or sale of said item is enjoined as a result of such suit or claim, the Contractor, at no expense to the city, shall obtain for the City the right to use and sell said item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity thereto.

GC.24 CONFLICTS OF INTEREST

Each Contractor represents and warrants, and if awarded a contract, will covenant, that it presently has no interest and shall not acquire any financial interest, direct or indirect, in any City business or any other interest which would conflict in any manner or degree with the performance of the services to be performed. The successful Contractor shall further covenant that in the performance of the Agreement no person having any such interest shall be employed. Successful Contractor further covenants and warrants that successful Contractor and its officers, employees, associates and sub consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to the performance of services contemplated by this RFP, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of the Contract, successful Contractor and its officers, employees, associates and sub consultants shall not, without the prior written approval of the Chief Administrative Officer, perform work for another person or entity for whom successful Contractor is not currently performing work that would require successful Contractor or one of its officers, employees, associates or sub consultants to abstain form a decision under the Contract pursuant to a conflict of interest statute.

GC.25 WARRANTIES

Successful Contractor shall warrant to the City of Bell that, for a period of one year following the inspection and acceptance, the procured item or system will perform in accordance with the published statement of work or specifications set forth in this Agreement. In addition to other remedies which may be set forth in the Agreement for breach of warranty, the City may, at its option, return any non-conforming, non-performing or defective items to the Contractor and require correction or replacement of said item or require the services to be re-performed all at Contractor's risk and expense. If the City of Bell does not require correction or replacement of non-conforming or defective items, Contractor shall refund, or the City may offset, as applicable, such portion of the payment specified in the Agreement, on a pro-rata basis. The City's rights hereunder are in addition to, but not limited by, Contractor's standard warranties. Inspection and acceptance of any item or portion of the system procured by the City or payment therefore, shall not relieve Contractor or its obligation under the Agreement. Any component corrected or furnished in replacement pursuant to this clause shall also be subject to the provisions of this clause to the same extent as components or services initially delivered. Except as otherwise authorized in writing by the City, successful Contractor shall

install materials in strict accordance with installation or applicable instructions and procedures set for them by the material manufacturer.

GC.26 ORDER OF PRECEDENCE

In the event of any conflict, the order of precedence of the contract documents are as follows:

The Agreement and any written amendment thereto
General Conditions
Scope of Work/Specifications

A modification to this Agreement shall take its precedence from only those specific terms it amends. All other terms and conditions shall remain unchanged.

GC.27 CALIFORNIA AIR RESOURCES BOARD

Contractor must comply with all federal, state, and local air pollution control laws and regulations applicable to the Contractor.

SECTION 3 - GENERAL REQUIREMENTS

The following are general requirements for the DIAL-A-RIDE (DAR) TRANSPORTATION SERVICES.

The Contractor shall provide a plan in the proposal that describes in detail the performance and function of all personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service. The Contractor shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including: schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements.

GR.1 Qualification of Contractor. Contractor must meet the minimum qualifications set forth to be considered eligible to provide the proposed service.
Contractor must:

1.1 Be a transportation organization experienced in the provision of transportation services for a minimum of five (5) years. Note: Services may also be known as Dial-A-Ride, Dial-A-Taxi, etc.

1.2 Be a privately owned transportation company.

1.2.1 If not, Contractor to provide description of ownership.

1.3 Be financially sound. Contractor to submit a detailed company portfolio including the company's financial viability within the past three (3) years, credit references, on-going projects and all pending litigations which the company may be directly or indirectly involved.

1.4 Commit enough vehicles to Dial-A-Ride Transportation Program to be able to handle the highs and lows of the demand without subcontracting.

1.4.1 If work force are independent contractors, Contractor shall clearly indicate this in the proposal.

1.5 An organizational chart must be submitted.

1.6 A minimum of three (3) references of prior and/or current clients for whom the Contractor has provided similar services. References should include the name of the client agency, description of services provided, contract amount, period of performance, client contact name, telephone number, physical and e-mail address.

1.7 Abide by the guidelines set forth by Federal Transit Administration (FTA) Title 49, Part 37, Transportation Services for Individuals with Disabilities (ADA).

GR.2 Staffing Requirements.

Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the Dial-A-Ride Service described herein. Contractor shall assume provision of a service level at least equivalent to the existing service. The Contractor shall furnish all facilities, equipment, supplies and services required in the operation unless otherwise specifically identified in the RFP. Service shall be managed by the Contractor in accordance with City policies and procedures and within the parameters established by the City. Dial-A-Ride Service include financing from the City's Proposition A and C Local Return funds; and other subsidies. Therefore, Contractor shall agree to comply with any conditions required by the City of Bell or the Los Angeles County Metropolitan Transportation Authority (LACMTA).

2.1 Personnel. The Contractor must notify in writing to the City when new hires or reassignments of project personnel. In addition, City shall be notified regarding any changes in the proposed personnel duties or hours that deviate from the original proposal. Personnel changes include the following positions or equivalent: Project Manager, Data Managers or Analyst(s).

2.2 Drivers. All drivers shall hold California Drivers License of the Class required to drive transit vehicles and transport passengers and meet all applicable local, state and federal requirements.

2.2.1 DAR service – Contractor shall describe in the proposal methods of qualifying drivers for a DAR type of service.

2.2.2 Be alert, clean, careful, courteous, sober, drug free and competent in their driving skills.

2.3 Driver Attire.Drivers will wear a uniform that is clearly distinguishable by the users. The City will not provide uniforms for the DAR drivers. The burden of uniform purchase is the sole responsibility of the Contractor. The uniform choice will be coordinated and approved the City of Bell. Proposal may include a photograph of the typical driver uniform.

2.4 Data Analyst (or equivalent). A Data Analyst employed by the Contractor (or equivalent) is required for this project. The Contractor shall ensure that a person proficient in the use of data and preparation of forms, and/or reports at the highest level of accuracy and reliability is available for this project. The Data Analyst (or equivalent) should have previous experience preparing National Transit Database (NTD) reports.

GR.3 Operations Management. Management of the day-to-day operations of the DAR service shall be vested in the Contractor. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff.

GR.4 Project Manager. A dedicated Project Manager, who will oversee the proper operation of the DAR service, shall be identified and his/her resume included in the proposal. At a minimum, the Project Manager shall be a responsible, caring individual with empathy for the disabled and senior citizens who utilize the services. This person must be aggressive in their approach to problem solving, self-motivated, and a proven manager in transit or Dial-A-Ride operations.

The Project Manager must be competent in all areas of service provision. The designated individual must be available by telephone during all operating hours to make decisions, supervise staff and provide coordination as necessary. The Project Manager shall be required to attend regular meetings with City staff to determine contract compliance, adherence to performance standards, to troubleshoot problem areas, and to discuss operations, marketing and promotional activities. The City reserves the right to remove the Project Manager, at its discretion, and require that the Contractor replace said individual with another Project Manager who is acceptable to the City. Should Contractor have a need to replace the Project Manager, Contractor shall identify the proposed Project Manager and provide a detailed resume at least thirty (30) days in advance of the replacement date.

GR.5 Administration of Services.

5.1 Adjustment to Service. It is probable that the DAR service will be adjusted at some future time by the City. Adjustments may include, but are not limited to, expanding or decreasing service hours or days of service, or increasing or decreasing service areas, adjusting fares, or changing reservation requirements. Contractor is required to make changes as requested within thirty (30) calendar days of the receipt of notice. If Contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of terminating the contract.

5.2 Record Keeping and Reporting. As a part of the management and administration of the DAR Service, the Contractor shall be required to maintain all project records for good business practices or as required by the City, the Los Angeles County Metropolitan Transportation Authority (LACMTA) and State and Federal laws and regulations. The Contractor will maintain all required monthly operating data and prepare all reports needed to meet the NTD reporting requirements

All reporting documents shall be produced accurately and in a timely manner as indicated herein on a monthly basis as required by the City, and at the frequency established by the City. These reports shall be submitted in a form compatible with the existing format. The Contractor shall submit additional written reports as requested by the City for specific purposes. Reports shall include, but are not limited to: monthly statistical reports that include; ridership by time of day; and drivers" logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards.

5.3 Incident Reports. All drivers shall be required to complete "Incident Reports" arising out of any unusual occurrences during service. Such reports must be submitted to City of Bell review within forty-eight (48) hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger complaints, passenger injury, illness or misconduct, or situations that do not follow established Bell policies.

5.4 Accident Reports. All patron and vehicle accidents shall be reported to City of Bell by telephone immediately during normal business hours and not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to accident. The Contractor must submit written Accident Reports to the City within twenty-four (24) hours of any accident.

5.5 Inspection of Operational Records. The City reserves the right to audit all of the Contractor's operational records related to the Dial-A-Ride / Subscription Service.

5.6 Management Reports. The Contractor shall furnish a report with each month's billing giving standard boarding, trip information in terms of miles and hours, and meter cost and other statistics. The number of trips shall be reported separately from the number of riders transported. The Contractor shall furnish additional reports at the City's request.

5.7 Monitoring Customer Satisfaction. Contractor shall design and apply a Customer Survey instrument that will collect information and measure the degree of customer satisfaction with the services being provided. Contractor is encouraged to use internet or web based instruments to facilitate customer feed-back. Contractor shall submit a plan and methodology for collecting customer feed-back and measuring satisfaction to the City of Bell for its approval.Results of the survey shall be reported to the City quarterly by an independent firm retained by the contractor for the purpose of tabulating and reporting the results of the customer service survey.

5.8 Criticism and Initiative. The Contractor will work closely with the City to make the service as responsive, cost effective, and complaint-free as possible. Because of the Contractor's expertise, the City will expect the Contractor to observe the Dial-A-Ride Program with a critical eye and suggest changes that will improve any and all aspects of the service, including city administrative practices.

5.9 Complaints. The contractor shall institute a procedure for receiving, logging and resolving customer and citizen complaints by collecting pertinent information and deriving a resolution. City reserves the right to exclude any ofContractor's employees or drivers from participating in the Dial-A-Ride Program due to findings relating to a complaint or service issue. Complaints and their resolution shall be reported to the City of Bell within 10 days of their receipt.

GR.6 Personnel Practices.

6.1 Fair Employment Practices. The Contractor must not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, gender, age or physical disability in the performance of any Agreement with the City, and shall comply with the provisions of the State Fair Employment Practices Act, the Federal Rights Act of 1964 and all amendments thereto, and the Americans with Disabilities Act of 1990. Proposal shall include a brief statement of intent to comply with the aforementioned laws.

6.2 Firm "s Employee Standards .Proposal shall include a brief description of the Contractor's hiring and disciplinary practices, including a description of employee training, counseling, and disciplinary procedures. Give a brief description of the contents of the firm's employee manual and state the ways in which this document applies to the Dial-A-Ride Program.

6.3 Personnel Policies and Procedures. Proposal shall include a description of the Contractor's personnel policies and procedures regarding, at a minimum: reimbursement for sick leave; holiday and vacation pay; wage scales; overtime policy;

and family leave. Contractor's personnel policies shall be in conformance with all applicable State and Federal laws.

6.4 Established Accident/Emergency Procedures. Proposal shall include a description of the procedures the Contractor has established to address the needs of passengers (particularly the frail, senior citizen and disabled) in emergency situations (*i.e., vehicle accident, patron injury or on-board illness, earthquake, fire or related physical episodes*) and a statement of how these procedures are conveyed to the drivers. Also included shall be a copy of formalized written instructions the firm has established outlining the duties of a driver following an accident.

6.5 Safety and Training. Proposal shall include a description of a comprehensive safety plan that the Contractor has adopted and that demonstrates the Contractor's commitment to safe transportation. The training plan must have a minimum of sixty(60) hours of new-hire orientation and driver training in the following areas: vehicle handling and safety; defensive driving techniques; emergency first aid; cardiopulmonary resuscitation; passenger assistance and handling; empathy/sensitivity training, mobility device securement, and customer service training. Drivers must receive this training before assignment to a vehicle or within sixty (60) days of hire. The City also requires ongoing training for office personnel and the Project Manager. This training shall consist of more than just attendance at regularly scheduled safety meetings and corporate management meetings. The Contractor shall provide a written policy statement in its employee handbook or manual that stresses the important of employee customer service and interaction with patrons (i.e., answering telephone calls promptly, conveying a friendly attitude, and providing a quick response to requests for service or information).

The City's goal is to not receive any citizen complaints in any given month. Contractor shall provide the name of a person trained and designated as the safety and training coordinator who shall report to the City as requested on safety and training issues and accident statistics as requested.

6.6 California Department of Motor Vehicles (DMV) " Pull Notice" Practices . Proposal shall include a description of how employees and prospective employees are screened with respect to holding a valid driver's license for the type of vehicle to be driven; how often DMV checks are made on existing employees with respect to driving infractions, outdated licenses, failure to appear, etc. State the firm's standards regarding drivers" records, and what steps are taken with those who do not meet those standards.

6.7 Physical Examinations Practices. Proposal shall include a description of any general pre-employment physical examination required by the Contractor.

6.8 Drug and Alcohol Compliance. Proposal shall include a description of its drug and alcohol testing program.

6.8.1 The Contractor shall comply with the City's mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A). Additionally, the City, as a grantee of the United States Department of Transportation (USDOT) requires compliance with Federal Transit

Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and Contractor shall comply with the FTA"s drug and alcohol testing rules.

6.8.2 As used in this section, "safety-sensitive" functions are defined as follows:

i) Operating a revenue service vehicle, even when not in revenue service;

ii) Operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder;

iii) Controlling dispatch or movement of a revenue service vehicle;

iv) Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service;

v) Carrying a firearm for security purposes.

Note: Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

Contractor has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "safety-sensitive".

Contractor must certify that it has or will establish and implement a drug and alcohol testing program in accordance with the requirements of 49 CFR Part 40 and Part 655.

City must certify annual compliance to FTA and shall provide assistance to Contractor in completing annual Management Information Systems (MIS) reports, therefore, the Contractor shall comply with the following:

6.8.3 Contractor shall provide annual statistical reports, using the applicable forms required by the FTA, (*for the year ending in December*) to the City, by February 15 of each year. These reports include training records and statistics for all of the following required types of tests:

i) Pre-Employment

ii) Random

iii) Post – Accident

iv) Follow-up

v) Return to Duty

6.8.4 On Pre-Employment tests, Contractor shall provide the City with a complete list of covered employees with negative pre-employment test results, completed

USDOT Federal Custody and Control Form (CCF) and completed USDOT Breath Alcohol Testing form. Results of testing shall be made available to the City upon request.

6.8.5 Contractor shall retain the following records for a five (5) year period:

i) Verified Positive Drug screen results

ii) Alcohol Test Records of 0.02 or greater

iii) Documentation of Refusal to take a required drug or alcohol test

iv) Documentation of employee disputes

v) Evidential Breath Device calibration documentation

vi) Employee evaluation and referrals

vii) Annual MIS reports

6.8.6 Contractor shall retain the following records for a period of three (3) years:

i) Information obtained through previous employer record checks

6.8.7 Contractor shall retain the following records for a period of two (2) years:

i) Records related to the collection process (excluding EBT Calibration)

ii) Education and Training Records

6.8.8 Contractor shall retain the following records for a period of one (1) year:

i) Alcohol test results of less than 0.02

ii) Records of negative drug test results

GR.7 Technical Equipment.

7.1 Computer Assisted Dispatch / Routing System. The Contractor shall provide the hardware, software, telephone line, accompanying equipment and necessary training to create and fully implement a computer-assisted dispatch / routing system. Such a program shall be fully described in the Proposal.

7.2 Telephone Equipment. A telephone system is required to have multiple lines and such capabilities as to handle the number of calls expected. Contractor shall answer calls within thirty (30) seconds, and hold times shall not exceed two (2) minutes.

7.3 Telephone Lines. Contractor shall provide one (1) dedicated toll-free telephone number for the Dial-A-Ride Program reservations. If requested at the time contract expires, Contractor shall relinquish ownership of all toll-free telephone numbers to the City of Bell and Contractor shall take the burden of any applicable charges in the transferring of ownership of toll-free number.

7.4 Dispatch Office Hours. For the Dial-A-Ride Program, Contractor dispatching office shall be available to take reservations Monday through Friday from 6:30 a.m. to 10:30 p.m.

For the DAR service, the Contractor dispatching office shall be available to take reservations Monday through Friday from 6:30 a.m. to 7:30 p.m. and on Saturday and Sunday from 8:30 a.m. to 6:00 p.m. As the Dispatcher is an invaluable component of a successful program, the Dispatcher shall have demonstrated experience in dispatching and putting together shared rides, in a timely manner with bilingual abilities.

7.5 Radio Equipment. The Contractor shall be responsible for equipping two-way radios or other advanced communication devices connecting each vehicle used in the Dial-A-Ride Program service and for DAR service to dispatch facilities. The Proposal shall indicate the type, model and style of the radio system utilized, and document that its radio communication service system will allow communication in all areas of service area, satellite points and contain a back-up system.

7.6 Other Equipment. Each vehicle shall be equipped with a fire extinguisher, taxi meter (optional) with a current approval and inspection by the Department of Weights and Measures, a device for alerting authorities in case of hijacking or robbery, and a digital terminal for receiving rider information.

GR.8 Taxi Cab Owner's Permit (if applicable). Contractor shall, at all times during the term of this Agreement, have and maintain a valid Taxicab Owner's Permit to operate taxicabs in accordance with the policies and provisions of the complete chapter and sections in the Bell Municipal Code.

GR.9 Taxi Cab Owner's Background Check. Background checks will be performed for those who have submitted an application for a permit to operate in the City of Bell.

GR.10 Gratuities. Under no circumstance shall the driver or contracted personnel for the Dial-A-Ride Programto accept gratuities and/or tips from the patron or public when operating under contract with the City of Bell.

GR.11 Facilities. Contractor shall provide the address(es) of the proposed facility(ies) for the Dial-A-Ride Program. Describe the facility in detail, including the size of vehicle storage area for Dial-A-Ride Program and/or the DAR service operations, dispatch area, office space, vehicle maintenance, and fueling and washing facilities. Proposal shall indicate other services, if any, which are conducted within the same facility. Proposal shall describe all safety related training for on-site personnel.

GR.12 Service Penalties.

12.1 Service Complaint Penalties.

12.1.1 Service complaints include, but are not limited to: missed pick-ups, failure to pick-up, late (xx minutes or greater) pick-ups, and/or rude behavior (including asking/demanding tip).

12.1.2 For every third (3rd) verified complaint the City receives about the contractor,it will deduct one hundred dollars ($100.00) per verified complaint during any calendar month. Thus creating a three hundred dollar ($300.00) deduction in any calendar month if there were three verified complaints.

12.1.3 City will notify Contractor in writing that said penalty is imminent and request Contractor to reduce their invoice by the penalty amount in the following month's invoice.

12.1.4 Invoice shall clearly identify such transaction.

GR.13 Service Incentives.

13.2.1 Contractor may earn an annual incentive of two (2) percent of the contract payment if the following conditions are met:

i.) Contractor has maintained a 95% good or better customer service rating.

ii.) All reports have been submitted to City in a timely and acceptable form.

III.) Ridership level have been consistently increasing.

iv.) Response time goals have been met 95% of the time

v.). Terminal Inspection reports (California Highway Patrol) have a Satisfactory or better rating.

vi.) Vehicles have been maintained in A-1 condition as demonstrated by date stamped digital photo surveys, random City Inspections, and vehicle maintenance reports. See GR 8, 8.2 and 8.3.

vii) Contractor has not had more than five (5) verified complaints during the year of operation and not had a penalty assessed per GR 12 of the RFP.

13.2.2 City will notify Contractor in writing that said incentive is achieved and request Contractor to increase their invoice by the incentive amount in the following month's invoice.

13.2.3 Invoice shall clearly identify such transaction.

SECTION 4

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK FOR ADVANCED RESERVATION DIAL-A-RIDE/SUBSCRIPTION SERVICE

This scope of work is to provide for the complete management, operation and maintenance of the DAR service for qualified Bell senior citizens and disabled residents. All General Requirements in Section 3 of this RFP shall apply to this scope of work.

1. Background of DAR. The City of Bell is located in the southeastern portion of Los Angeles County. The City has an estimated population of 37,000 residents and covers an area of approximately 2.7 square miles. The community is composed of low and middle income families. Census bureau indicates that 7% of the residents are over the age of 60. In addition, 19.0% percent of Bell"s residents are physically disabled.

The City of Bell initiated a Dial-A-Ride advanced reservation service for the elderly and disabled and the general public in 1996. Currently this service is being provided by a non profit organization, the Oldtimers Foundation.

2.0 Qualifications and Related Work Experience. The Contractor shall demonstrate that it is fiscally solvent and financially competent to meet the terms of the RFP and provide the service as specified herein. Contractor shall adhere to the same guidelines referenced in Section 3, General Requirements.

3.0 Management and Organization. Contractor to demonstrate that it has the management qualifications, experienced staff (or process of hiring qualified staff), and organizational structure to provide DAR services. Management of the day-to-day operations of the DAR service shall be vested in the Contractor. At all times during hours of operation, there shall be sufficient knowledgeable personnel to cover operational and management aspects of the program, including drivers, office personnel, dispatchers and management staff. Contractor shall include the following:

3.1 An organizational chart showing the unit or division responsible for the DAR services relative to the Contractor's structure.

3.2 A detailed organizational chart for the unit responsible for the DAR services, including the names of key management and staff.

3.3 Resumes for key staff identified in the detailed project organizational chart.

4.0 Project Manager. Refer to Section 3, General Requirements, subsection 4.0.

5.0 Administration. Contractor shall provide all necessary management and administrative personnel whose expertise, experience and responsiveness shall ensure efficient operation of the DAR service described herein. The Contractor shall furnish all facilities, equipment, supplies and services required in the operation of DAR Program unless otherwise specifically identified in this document

5.1 Hiring, Training and Supervision of Drivers. Describe recruiting and hiring practices to ensure the availability of qualified drivers. Include a description of any driver incentive programs or other mechanisms to enhance driver performance. Due to the critical importance of customer relations training for drivers, Contractor to provide a detailed description of their proposed driver training program. The proposed training program shall at minimum include the following areas:

5.1.1 Department of Motor Vehicles (DMV) and other applicable laws and regulations

5.1.2 Safe vehicle operations

5.1.3 Operation and usage of radios and other vehicle equipment

5.1.4 Defensive driving

5.1.5 Customer relations

5.1.6 Sensitivity training

5.1.7 Working with mobility assisted devices

5.1.8 Knowledge of service area frequent destinations and street network

5.1.9 Map reading

5.1.10 Fare collection

5.2 Hiring, Training and Supervision of Personnel involved in Customer Service Functions: Reservations, Scheduling and Dispatch. Describe recruiting and hiring practices to ensure the availability of qualified reservationists, schedulers and dispatchers. Describe the number of hours and type of training proposed for the personnel. Include a description of any employee incentive programs or other mechanisms to enhance personnel performance.

5.3 Hiring, Training and Supervision of Mechanics. Describe recruiting and hiring practices to ensure the availability of qualified mechanics. Describe the number of hours and type of training proposed for mechanics. Include a description of any employee incentive programs or other mechanisms to enhance personnel performance.

6.0 DAR Operation. The DAR program provides demand-responsive service based upon the curb-to-curb concept for registered riders who are senior citizens and/or disabled. Drivers are not permitted to assist a passenger to and from the door of any residence or building.but will provide assistance in boarding and deboarding the vehicle.

6.1 Service Area. Contractor will provide DAR Transportation services within the boundaries of the City of Bell. Service will also be provided to the following medical and Shopping Areas outside of the City Boundaries.

1. Stonewood Mall, 9250 Firestone Blvd, Downey, CA
2. Medical Center, 9515 Telegraph Road, Downey, CA
3. Kaiser Medical Center, 9449 Imperial Highway, Downey, CA
4. Medical Offices located between 9000 and 9600 Telegraph Road, Downey, CA
5. Kaiser Permanente Hospital, Located at the corner of Rosecrans and Clark

6.2 Eligible Users. The DAR service is restricted to residents of Bell who are either 60 years of age and older or are physically disabled, regardless of age.

6.3 Intake Services. Contractor will provide intake services for qualifying users, receive and process applications, maintain the corresponding database and issue a picture bearing identification card to each eligible user

6.4 Fares. Currently the City has not established any fares for the DAR program and is providing the service free of charge. Should the City decide to establish a fare, the contractor will be responsible for collecting the fare according to the fare structure established by the City. Contractor will also be responsible for counting the fares daily, reconciling the receipts with the ridership, and deducting the fare revenues from the monthly invoice.

6.5 Response Time. All vehicles shall arrive within a twenty (20) minute window of the scheduled pickup time (ten (10) minutes before and ten (10) minutes after).

6.6 Pick-Up and Drop-Off Policy. Vehicles will offer curb-to-curb service for eligible riders. In cases where the rider is not waiting at the curb, the driver will beep the horn gently to signal arrival. The driver will wait three (3) minutes from the designated pick-up time for the passenger to arrive at the designated pickup location.

6.7 Advanced Reservation Period Contractor will be allowed to require a maximum advanced reservation of 24 hours prior to the desired pick up time. Contractor may waive this requirement if conditions and vehicle availability allow a more immediate pick up time at no additional cost to the City.

7.0 Hours of Operation:

7.1 Advanced Reservation Dial-A-Ride (DAR) Service.

Days and Hours of Operation: DAR Transportation Services will be provided during the following times.

Week Days Monday - Friday	Week Ends (Saturday Only)	Holidays
7:00 AM to 5PM	9:00 AM to 3:00 PM	No Service

7.2 Holidays
Holidays on which Contractor will not provide service are New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day. Independence Day(4th of July), Labor Day, Thanksgiving Day and Christmas Day.

8.0 Performing Reservations, Scheduling and Dispatch Functions. Contractor to describe the following in detail:

8.1 Telephone system capabilities, number or lines (dedicated to DAR service), and equipment to schedule reservations and provide customer information, including Telephone Digital Display (TDD) capability.

8.2 Scheduling and dispatching system software and hardware to be used and capabilities in terms of:

8.2.1 Maintaining a list of patrons and patron ride history

8.2.2 Customer convenience (ride time, scheduled pick-up time)

8.2.3 Schedule integrity and on-time performance monitoring

8.2.4 Providing subscription, next-day and real-time reservations and dispatch

8.2.5 Electronic equipment to track vehicle location an verify "no-show" trips

8.3 Days, hours and staffing of all customer service functions as well as practices and procedures to ensure that customers receive timely and friendly service.

8.4 Dispatching software, locater systems, radio communications and other technologies and equipment (i.e., Mobile Data Terminals, Automatic Vehicle Location system) to ensure on-time performance, service quality, service monitoring and attainment of performance standards.

9.0 Annual Operating Statistics.

Period	Seniors	Disabled	Total Passengers
2009-2010	8,530	2,831	11,361•
2010-2011	8,452	3,180	11,632

- 369 Subscribers

10.0 Vehicles. The contractor will operate the DAR Program using vehicles provided under one of following options:

10.1 Option 1. Contractor to Provide Vehicles:

10.1.1 Vehicles.The Contractor shall be responsible for providing all vehicles sufficient to accommodate the total volume of Dial-A-Ride Program. The proposal shall fully describe the vehicles that will be used in the Dial-A-Ride Program. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements.

10.1.2 Condition. All proposed vehicles provided by the Contractor must meet California Highway Patrol (CHP) inspection requirements, and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be accessible for senior citizens and handicapped persons. Wheelchair accessible vehicles (ramp or lift-equipped) shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto.

10.2 Option 2.City of Bell Provides Vehicles

Contractor to operate program with Vehicles provided by the City of Bell. Contractor shall operate DAR Program with the vehicles provided by the City further described in Exhibit B of this RFP. Contractor will indicate the number of and which of the City vehicles will be used. The selected vehicles will be leased to the contractor for the amount of One ($1.00) each annually.

11.0 Universal ProvisionsApplying to Vehicles Under Both Options:

11.1 Cleanliness of Vehicles. Proposal shall describe the system used to insure that the vehicles are washed not less than one (1) time per week and the interiors cleaned daily, prior to service. Details to include:

11.1.1 Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris.

11.1.2 Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints.

11.1.3 Dashboards, wheel wells, rails and ledges shall be kept clean and free of dirt and grease.

11.1.4 Seating areas and upholstery shall be vacuumed weekly.

11.1.5 The City reserves the right to remove any vehicle from service that does not meet with City's cleanliness standards.

11.2 Removal of Vehicle from Service. In the event that the Contractor is instructed by the City or other regulatory agency to remove any equipment from service due to mechanical failure or failure of any kind relating to the specifications included in this document or pertaining to any state code or law, the Contractor shall make any and all corrections and repairs to the equipment, at its own expense, and submit the vehicle for re-inspection prior to it being released back into service.

11.2.1 Back-Up Vehicle(s). At no such time shall removing a vehicle from service negatively compromise the operation of the program. Contractor shall possess a back-up vehicle of like-kind, capacity and shall meet all local and state compliant specifications. The proposal shall fully describe the vehicles that will be used as a back-up vehicle. The description shall include the year, make, model, alternative fuel type (if available), estimated mileage of vehicle, and if the vehicle meets the Americans with Disabilities Act (ADA) accessibility requirements. Contractor will only bill for the actual service hours the backup unit is used. Cost of possessing the backup unit and maintaining the unit in acceptable conditions should be included in the corresponding capital and maintenance costs on the price sheet.

All proposed back-up vehicles provided by the Contractor must meet California Highway Patrol (CHP) inspection requirements, and all other vehicle systems must be in good working order. All vehicles must have working air conditioning and be accessible for senior citizens and handicapped

persons. Wheelchair accessible vehicles (ramp or lift- equipped) shall be available within the same service parameters as regular sedan service. The wheelchair accessible vehicles shall meet all requirements of the Americans with Disabilities Act (ADA) of 1990 and all applicable amendments thereto.

11.3 Vehicle Inspections. The City reserves the right to at any time to inspect, examine or test any equipment used in the performance of operations as described herein in order to ensure compliance with these specifications. The inspections may take the form of vehicle inspections, ride-alongs, visual cleanliness inspections, inspections of records pertinent to the program operations, or other inspections as needed. These inspections will be arranged in advance with the Contractor so that adequate back-up vehicles are provided in the case of vehicle inspections.

11.4 Vehicle Repairs. Contractor shall at no time operate a vehicle in revenue service with visible body damage without consent from City of Bell. This includes any vehicle that sustains significant damage from any cause, fault or no fault of Contractor. Upon approval from City of Bell, Contractor shall repair vehicles immediately when it is determined such damage impairs the proper and safe mechanical operation of the vehicle. All other damage shall be repaired in a reasonable amount of time. At no time, will City of Bell be required to repair, replace or maintain any vehicle required for the operation of the DAR service.

11.5 Operating Equipment and Supplies. Contractor shall at its sole cost and expense maintain stores of fuel, lubricants, tires, and other consumables, repair/replacement parts and supplies required for the maintenance and operation of the vehicles utilized in providing City of Bell DAR service.

11.6 Original Equipment Manufacturer (O.E.M). It shall be the expressed responsibility of the Contractor to assume all coordination with the original equipment manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty, extended warranties or credits as a result, for the length of time warranty is in effect.

11.7 Vehicle Breakdown. Should a vehicle operated in the is DAR service experience a mechanical failure with passengers on board, a response time of no more than twenty (20) minutes shall be compliant. A road call to a vehicle in service shall generate a written report to City of Bell to include time of call, number of passengers on board, location and cause of breakdown and the time vehicle was replaced or placed back in service. Contractor shall be responsible for the road call. At no time shall a vehicle be left unattended.

11.8 Marking of/Advertising on Vehicles. Vehicles will be easily recognized and marked as serving the City of Bell. Contractor shall cause only such advertising material, audio, video or similar devices, as many be specified and/or approved by City of Bell to ever be affixed to such a location or locations on the vehicles as City of Bell shall direct. No payment or consideration received by City of Bell in connection with such advertising or notice shall be paid to Contractor.

12.0 Vehicle Maintenance Program. Contractor shall assume all responsibility of the proper maintenance of the vehicles. The Contractor shall maintain all vehicles and vehicle equipment required by this RFP in good repair and in a satisfactory condition to the City and include the following:

12.1 Vehicles shall be maintained on a regular schedule with regular preventative maintenance inspections at a minimum of every 3,000 miles or forty-five (45) days, whichever occurs first.

12.2 Vehicle maintenance records shall be kept for at least one (1) year as required by the California Highway Patrol (CHP). In the event of a "Fail" rating from any agency, the Contractor will notify the City within twenty-four (24) hours and will provide corrective actions to bring the vehicle into compliance with motor vehicle inspection standards. The expense of the corrective action will be borne solely by the Contractor.

12.3 Contractor will describe in its proposal the how this maintenance program will be provided, list the personnel or firms who will perform the maintenance, and describe their qualifications for performing transit vehicle maintenance.

13.0 Preventative Maintenance Program. The proposal shall outline a clear and detailed, ongoing preventive maintenance program appropriate to the DAR fleet that meets or exceeds CHP and manufacturer's standards.

14.0 Return of Bell Vehicles. If the City chooses to provide vehicles for the operation of the DAR Program (Option 2), upon termination or completion of the contract term, Contractor shall be responsible for the returning all vehicles to The City of Bell in the condition in which they were received with the exception of normal wear and tear. This includes, but is not limited to, body condition, systems condition and function, all ancillary equipment (intact and functional) and overall vehicle operation and performance. City of Bell will conduct individual inspections on each vehicle with its last Preventative Maintenance cycle prior to the scheduled return to City of Bell. The inspection schedule shall be coordinated with the City of Bell, Chief Administrative Officer or designee, with facilities and required support necessary for the inspections to be supplied by Contractor.

14.1 Contractor shall steam clean thoroughly the engine compartment, engine, chassis, transmission, oil coolers, drive train, and suspension prior to inspection. Such inspections will ensure any necessary repairs are completed and will require Contractor to conduct any needed repairs.

14.2 Contractor shall have seven (7) days in which to complete those repairs once Contractor has been notified of any deficiencies requiring repair. Should for any reason the length of time required to complete repairs would impact the ability to meet service demands, or should through the inspection process it is found that the repairs were not made as instructed by City of Bell, City of Bell shall have the right to waive Contractor's right to make repairs which are necessary to bring vehicles into compliance under the terms of the contract. Under such waiver condition, City of Bell may make repairs itself, or assign another company of City of Bell's choosing to

perform all required repairs and charge the Contractor the cost of such repairs from any moneys otherwise owed.

SECTION 5 - FORM OF CONTRACT

SAMPLE: AGREEMENT FOR ADVANCED RESERVATION DIAL-A-RIDE (DAR) / SUBSCRIPTION SERVICE (City of Bell)

THIS AGREEMENT is made and entered into on this _____day of _____, 2012, by and between the City of Bell, a California municipal corporation ("City"), and _____("Contractor").

RECITALS

A. City desires to utilize the services of a Contractor as an independent Contractor to perform Advanced Reservation Dial-A-Ride (DAR) / Subscription Service.

B. Contractor represents that it is fully qualified to perform such services by principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform these services subject to the terms contained herein and all applicable local, state and Federal regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and the Contractor agree as follows:

1. Contractor's Services.

1.1 Scope of Services. Contractor shall assist the City in performing Advanced Reservation Dial-A-Ride / Subscription Service, and shall perform the specific services more particularly described in Exhibit E, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the City Representative shall be the Chief Administrative Officer or such other person designated by the Chief Administrative Officer (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be _____ (the "Contractor Representative").

1.4 Time of Performance. Contractor shall commence the services contemplated under this Agreement immediately upon receipt of a Notice to Proceed for such services from the City Representative and shall perform and complete each task listed during and by the times indicated in Exhibit E.

2. Term of Agreement. The term of this Agreement shall be from _____to_____, unless sooner terminated as provided in Section 12 herein.

3. Compensation.

3.1 Contractor shall be paid on a fixed amount not to exceed price of figures presented in Exhibit A as full and complete compensation for the satisfactory completion of all services. This sum includes payment for all taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, materials and supplies.

3.2 Total compensation shall not exceed the amount specified above unless said amount has been increased in writing by the contractual representative designated herein. Contractor shall not supply any services beyond the period the period of performance specified herein.

3.3 Contractor shall bill the City of Bell on a monthly basis and payment will be made within receipt of an acceptable invoice, which has been approved by the Project Manager or a designated representative.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15^{th}) day of each month, Contractor shall submit to City invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. City shall review such invoices and notify Contractor within ten (10) business days of any disputed amounts.

4.2 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 2.

4.3 Audit of Records. Upon City providing 24-hour prior notice, Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available to City for review and audit by the City. City may conduct such review and audit at any time during Contractor's regular working hours.

5. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Contractor. Any alteration or reuse by City of any such materials on any project other than the project for which they were

prepared shall be at the sole risk of City unless City compensates Contractor for such reuse.

7. Status as Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Contractor of any and all defenses or immunities available to public officials acting in their official capacities. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers□ compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers□ compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Contractor and its officers, employees, associates and sub-Contractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor shall retain the right to perform similar services for other clients, but Contractor and its officers, employees, associates and subContractors shall not, without the prior written approval of the Chief Administrative Officer, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subContractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from any and all liability or financial loss,including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising directly or indirectly from the negligent acts, errors or omissions, or

willful misconduct of Contractor, including its officers, agents, employees, subcontractors or any person employed by Contractor, in the performance of this Agreement, by executing the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit D and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

11. Contractor's Representations. Contractor represents that if it is a corporation, organized and existing under the laws of the State of California and represents and warrants that each individual executing this Agreement is duly authorized to execute and deliver this Agreement on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Agreement is binding upon said corporation in accordance with its terms.

12. Insurance.

12.1. Contractor shall at all times during the term of this Advanced Reservation Dial-A-Ride (DAR) / Subscription Service, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best□s Kay Insurance Rating Guide, and approved by the City:

Type of Insurance	Limits (combined single)
Commercial General Liability	$1,000,000 Per Occurrence $5,000,000 Annual Aggregate
Automobile Liability	$5,000,000 Per Accident
Workers compensation Liability	Statutory limitsEmployer's $1,000,000 Per Occurrence

(1) A policy or policies of broad-form commercial general liability insurance with minimum limits of $1,000,000 (one million dollars) combined single limit and five million dollars ($5,000,000) in the annual aggregate coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor/Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

(2) Automobile liability insurance for all vehicles used in the provision of service with minimum combined single limits coverage of five million dollars ($5,000,000) per accident.

(3) Workers compensation insurance with a minimum limit of $1,000,000 (one million dollars) or the amount required by law, whichever is greater on a form approved by the City Attorney. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy (ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Contractors work under this Agreement.

12.2 Each insurance policy required by this Section 12 shall be endorsed as follows: (1)

the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to City.

12.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits A, B and C. Contractor is required to file the completed policy endorsements with City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed by the City' Chief Administrative Officer.

13. Drug and Alcohol Compliance Certification.

13.1 Contractor shall, at all times during the term of this Agreement, comply with the City's mandatory controlled substance and alcohol testing certification program for taxicab drivers adopted in accordance with the provisions of California Government Code Section 53075.5 (b)(3)(A). and the requirements of the Federal Transit Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 654 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and Contractor shall at all times during the term of this Agreement, comply with the FTA's drug and alcohol testing rules.

13.2 In providing transportation service or performing "safety-sensitive" functions for the City, Contractor shall comply with the standards adopted by the City for Drug and Alcohol Testing and set forth in Section 13 and shall meet the City's minimum requirements. As used in this section, "safety-sensitive" functions are defined as follows:

a. Operating a revenue service vehicle, even when not in revenue service;
b. Operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder;
c. Controlling dispatch or movement of a revenue service vehicle;
d. Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service;
e. Carrying a firearm for security purposes.

Note: Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

Contractor has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "safety-sensitive".

Contractor must certify that it has or will establish and implement a drug and alcohol testing program in accordance with the requirements of 49 CFR Part 40 and Part 655. Contractor must submit its drug and alcohol testing program to the City of Bell upon executing this Agreement.

City must certify annual compliance to FTA and shall provide assistance to Contractor in completing annual Management Information Systems (MIS) reports, therefore, Contractor shall, at all times during the term of this Agreement, comply with the following:

13.3 Contractor shall provide annual statistical reports, using the applicable forms required by the FTA, (for the year ending in December) to the City, by February 15 of each year. These reports include training records and statistics for all of the following required types of tests:

a. Pre-Employment
b. Random
c. Post – Accident
d. d Follow-up
e. Return to Duty

13.4 On Pre-Employment tests, Contractor shall provide the City with a complete list of covered employees with negative pre-employment test results, completed USDOT Federal Custody and Control Form (CCF) and completed USDOT Breath Alcohol Testing form. Results of testing shall be made available to the City upon request.

13.5 Contractor shall retain the following records for a five (5) year period:

a. Verified Positive Drug screen results
b. Alcohol Test Records of 0.02 or greater
c. Documentation of Refusal to take a required drug or alcohol test
d. Documentation of employee disputes
e. Evidential Breath Device calibration documentation
f. Employee evaluation and referrals
g. Annual MIS reports

13.6 Contractor shall retain the following records for a period of three (3) years:

a. Information obtained through previous employer record checks

13.7 Contractor shall retain the following records for a period of two years:

a. Records related to the collection process (excluding EBT Calibration)
b. Education and Training Records

13.8 Contractor shall retain the following records for a period of one year:

a. Alcohol test results of less than 0.02 b. Records of negative drug test results

14. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto; provided, however, that Contractor may not assign this Agreement or any of its rights or interests hereunder without the prior written consent of the City.

16. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation, which City might require.

17. Termination. This Agreement may be terminated by either party with or without cause on thirty (30) days written notice to the other party. In addition, the City shall have the right to revoke or suspend this Agreement if Contractor violates any provision of the Agreement. In the event of termination, the City shall pay Contractor for all services rendered in compliance with the terms of this Agreement up to the date of termination and upon such payment being made City shall have no further obligation or liability whatsoever to Contractor. This clause shall not limit the liability of Contractor to the City for any damages suffered by the City in the event of breach of this Agreement by Contractor prior to such termination.

18. Amendment. This Agreement may be modified, amended or waived only in writing signed by both parties.

19. No Other Agreements. This Agreement contains all of the agreements between City and Contractor and replaces all prior oral agreements between them, provided however, that, Contractor agrees to be bound by and comply with all applicable provisions of federal, state or city laws, statues, ordinance, resolutions, and regulations now in effect or hereafter enacted or adopted.

20. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's and City's regular business hours or by facsimile before or during Contractor's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses

as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

All notices shall be delivered to the parties are the following addresses:

If to City:

City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201
Fax: (323) 588-6211

If to Contractor: _____
_____
_____
_____

21. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

22. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

23. Non-Assignability; Subcontracting. Contractor shall not assign or subcontract all or any portion of this Agreement, unless otherwise approved by City. Any attempted or purported assignment or sub-contracting by Contractor shall be null, void and of no effect.

24. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

26. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF,the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

City of Bell

By:_____

xxxxxx
Mayor

Attest:

By:_____

Rebecca Valdez
City Clerk

Contractor:

By:_____

Name:
Title:

By:_____

Name:
Title:

EXHIBITA
PRICE/COST SHEET
ADVANCED RESERVATIONDIAL-A-RIDE/SUBSCRIPTION SERVICE

COSTCATEGORY	Option 1 Annual Costs (Contractor provides Vehicles)	Option 2 Annual Costs (City Provides Vehicles to Contractor).
ADMINISTRATIVE COSTS		
1.Management Wages	$	$
2.Fringes	$	$
3.Workers' Compensation	$	$
4. Office	$	$
5 Liability Insurance	$	$
6. Other (describe on separate sheet)		
OPERATING COSTS		
7.Supervisor Wages	$	$
8.Drivers Wages	$	$
9.Dispatcher Wages	$	$
10.Fringes	$	$
11.Uniforms	$	$
12. Training	$	$
13.Licenses	$	$
MAINTENANCE COSTS		
14.Mechanic Wages	$	$
15.Mechanic Fringes	$	$
16. Training	$	$
17.Parts/Supplies/Tires	$	$
18.ShopMaterials	$	$
19.Building/ShopMaintenance	$	$
20. Towing	$	$
OTHER EXPENSES		
21.Start-Up Costs	$	$
22.City&OtherFees or Taxes	$	$
23.Capital Costs -Specify	$	$
24. Other Costs - Specify	$	$
25.Utilities	$	$
26. Overhead	$	$
27.Profit	$	$
28. TOTAL COSTS (Sum of Lines1-27)	$	$
29.Vehicle Revenue Service Hours (Number of Vehicles _____ X 2946)		
30.HOURLY RATE(#28 divided by #29)	$	$

EXHIBIT B
CITY OF BELL
VEHICLE INVENTORY

1. The City of Bell owns the following fleet of vehicles that will be made available to the contractor if the City chooses to award the contract under option 2 described in section 10.2 All vehicles meet Americans with Disabilities Act (ADA) requirements. The City will lease these Vehicles to the Contractor at the rate of one dollar ($1.00)per vehicle ,per year. Contractor shall detail in Exhibit A the maintenance cost of City-owned vehicles. The following is a list of City- Owned vehicles:

Vehicle No.	Year	Make	Model	VIN	Fuel Type	**Current Mileage
1	2010	Goshen		1GBJG31K391167918		
2	2010	Goshen		1GBJG31K091168718		
3	2010	Braun		2D8HN44E89R702833		

EXHIBIT C
LETTER OF TRANSMITTAL

LETTER OF TRANSMITTAL

City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201

SUBJECT: DIAL-A-RIDE (DAR)TRANSPORTATION SERVICES

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Bell to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Bell within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Bell will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)
Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____
_____ *Date* _____

Contractors Name

Business Address _____

_____

Contact Person _____

Phone _____

Email Address _____

_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT D

ADDITIONAL INSURED ENDORSEMENT COMMERCIAL GENERAL LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company□s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- ☐ Contractual Liability
- ☐ Owners/Landlords/Tenants
- ☐ Manufacturers/Contractors
- ☐ Products/Completed Operations
- ☐ Broad Form Property Damage
- ☐ Extended Bodily Injury
- ☐ Broad Form Comprehensive
- ☐ General Liability Endorsement
- ☐ Explosion Hazard
- ☐ Collapse Hazard
- ☐ Underground Property Damage
- ☐ Pollution Liability
- ☐ Liquor Liability
- ☐ _____
- ☐ _____
- ☐ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____ applies to all coverage(s) except: _____ *(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one).*

13. This is an □ occurrence or □ claims made policy *(check one).*

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- □ Any Automobiles
- □ All Owned Automobiles
- □ Non-owned Automobiles
- □ Hired Automobiles
- □ Scheduled Automobiles
- □ Garage Coverage
- □ Truckers Coverage
- □ Motor Carrier Act
- □ Bus Regulatory Reform Act
- □ Public Livery Coverage
- □ _____
- □ _____

12. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except: _____*(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one)*.

13. This is an □ occurrence or □ claims made policy *(check one)*.

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

EXHIBIT F

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

_____

Name and address of named insured ("Named Insured"):

_____

Name and address of Insurance Company ("Company"):

_____

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

_____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Bell ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above- Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company"s liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insu' limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below $1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Bell
6330 Pine Avenue
Bell, CA 90201

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
□ Following Form		
□ Umbrella Liability		
□ _____		

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NO.	AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A □ deductible or □ self-insured retention *(check one)* of $_____applies to all coverage(s) except: _____*(if none, so state).*

The deductible is applicable □ per claim or □ per occurrence *(check one).*

14. This is an □ occurrence or □ claims made policy *(check one)*.

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ *(print name)*, hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20___

_____

Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (_____) _____

City of Bell
Agenda Report

DATE: January 11, 2012

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY:

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Appointment of Patricia Healy as Interim City Clerk

RECOMMENDATION

The City Council appoint Patricia Healy as Interim City Clerk during the maternity leave of City Clerk Rebecca Valdez

BACKGROUND

Section 701 of the Bell City Charter provides that the City Council appoint the City Clerk. The current City Clerk, Rebecca Valdez, will be taking maternity leave for approximately six months beginning in late January. To cover this extended leave it is necessary for the Council to appoint an interim City Clerk.

Patricia Healy is recommended for this appointment. Ms. Healy brings outstanding skills and experience to this position. She served as City Clerk for the City of Santa Ana for nine years and worked in the City of Los Angeles' Office of the City Clerk sixteen years, including three years as Executive Officer. Ms. Healy's resume is attached.

Ms. Healy was brought on board as a temporary employee in December. This has allowed her to develop an understanding of the systems and practices used in the City of Bell. Her appointment is intended to last approximately six months. She will be paid at the rate of $40 per hour and receive vacation and sick leave at the following respective rates: Vacation—6.4640 biweekly hours; sick leave—3.6960 biweekly hours. She will receive no other benefits.

Financial Impact

Assuming full time work for six months, the maximum cost for interim City Clerk service would be $41,600. Given the unpaid status of the majority of Ms. Valdez's maternity leave, the costs will be substantially covered from the Administration Support budget (Account #: 05-521-0225). Any cost beyond what can be accommodated in the Administration Support budget will be covered by the Transition Support budget (Account #: 01-521-0900).

Attachment
Resume of Patricia Eileen Healy

PATRICIA EILEEN HEALY

EXPERIENCE

CITY OF SANTA ANA –CLERK OF THE COUNCIL OFFICE
Clerk of the Council, January 2000 to August 2009

Provide leadership in developing, planning and implementing departmental goals and objectives; plan, direct, coordinate, and review all activities related to maintaining City Council records and official archives, prepare reports regarding the various activities of the Clerk of the Council Office; recommend and administer policies and procedures in accordance with the City Charter, Municipal Code, or State and Federal mandates; participate on City's Executive Management Team.

Attend all City Council meetings; conduct all City special and general elections in accordance with the City Charter and the State's Elections Code provisions; oversee compliance with the Political Reform Act and all required filings.

Act as custodian of the City Seal, City Charter, minutes, ordinances, resolutions, and Santa Ana Municipal Code, and electronic indexes to same; administer oaths, and process claims and summons; manage the City's repository of contracts, and other legislative documents.

Oversee Board and Commission appointments; provide training to board and commission recording secretaries relative to standardizing agendas and minutes; interface with elected officials, the City's executive managers, other government agencies, and the public.

LAST SALARY: $127,000 ANNUALLY

CITY OF LOS ANGELES – OFFICE OF THE CITY CLERK
Executive Officer, August 1997 to January, 2000

Plan, organize, and direct, through division heads, the work of employees (408 employees) engaged in performing the activities and providing the services of the City Clerk's Office, including tax and permit audit and enforcement, council and public services, systems, election activities, property records retention and maintenance, City records management, and fiscal and personnel activities for the City Clerk, Mayor, the fifteen City Council offices, and the Chief Legislative Analyst, subject to the policies and directives of the City Clerk.

Act with full responsibility in the absence of the City Clerk; responsible for ensuring that all department program objectives and goals are met or exceeded; meet regularly with

division managers to discuss activities and set priorities; work closely with City Councilmembers and Mayor's staff to expedite projects, ordinances, and programs affecting the City Clerk's Office; represent the City Clerk before Council and/or Council Committees on legislative matters impacting department operations.

Manage the meetings of the City Council, its fifteen regular Council Committees, and various Ad Hoc Committees, and keep the public informed of the actions of the Council; supervise maintenance of and control over official City archives and records; direct the conduct of City, Board of Education, and Community College District elections, and the official canvassing of all votes cast; administer programs for controlling and safekeeping public documents, contracts, records, claims, and the City Seal; manage the record keeping functions for indexing and filing of City documents; manage the information system needs of the City Clerk and Council

LAST SALARY: $127,000 ANNUALLY

CITY OF LOS ANGELES – OFFICE OF THE CITY CLERK
Chief Management Analyst, August, 1984 to August, 1997

Direct the day-to day activities of the Council and Public Services Divison which is involved in serving the City Council, its Committees, City agencies, and the public; maintain Council files and official City documents filed with the City Clerk; supervise professional staff assigned to assist the Council, including maintaining records of all matters introduced or presented to the Council and its Committees, preparing agendas and detailed factual reports, and related work; review all communications, reports, correspondence and agendas prior to release for accuracy and completeness; refer all legislative matters to proper Council Committee or City Agency; act as Clerk of the City Council; direct the activities of all personnel (35 positions) involved with processing the business of the City Council.

Monitor compliance with state, federal and city mandates with respect to public notification; responsible for monitoring compliance with the California State Brown Act including adherence to posting, notification and public testimony requirements; ensure that legislative procedures are followed in the Council meetings and ensure that Council actions on matters considered by the Council are properly recorded and published; personally participate in drafting statutes and procedures that will impact the legislative process; City Clerk representative on Public Information Network Committee.

Coordinate and direct the processing of ballot measures submitted to voters at City elections, and special consolidated elections; develop guidelines for preparation of ballot arguments for and against all ballot measures; ensure compliance with City and State mandates with respect to notification requirements.

LAST SALARY: $95,000 ANNUALLY

CITY OF LOS ANGELES – VARIOUS DEPARTMENTS AND POSITIONS
June, 1969 to August 1984

Worked in two Departments, Office of the City Clerk and Public Works Department in various administrative, supervisory, or management positions; primary focus was on budget administration, research, public outreach programs and general office management.

LAST SALARY: $44,000 ANNUALLY

EDUCATION

ARIZONA STATE UNIVERSITY
Bachelor of Science, Political Science, January, 1968
Graduation With Honors

ARIZONA STATE UNIVERSITY
Course work completed towards Master of Arts program in Quantitative Research – Political Science, 1969
Graduate Research Assistant
Member, Phi Kappa Phi Honor Society

CALIFORNIA STATE UNIVERSITY – LOS ANGELES
Master of Public Administration, 1991
Member, Phi Kappa Phi Honor Society
Alumni Certificate of Honor – Outstanding Political Science MS in Public Administration for 1991

UNIVERSITY OF CALIFORNIA – LOS ANGELES – JOHN E. ANDERSON GRADUATE SCHOOL OF MANAGEMENT
Executive Program in Management, May, 1994

SKILLS AND ACHIEVEMENTS

- Excellent interpersonal communication skills
- Exercise independent judgment and strong management skills
- Strong technical skills in the area of computer and network operations, imaging systems, and internet applications
- Good oral and written communication skills

City of Bell
Agenda Report

DATE: January 11, 2012

TO: Mayor and Members of the City Council

FROM: Rebecca Valdez, CMC, City Clerk

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Consideration of a Resolution Setting the Dates and Times of the City Council's Regular Meetings for February through December 2012.

RECOMMENDATION:

That the City Council adopt Resolution No. 2012-02.

DISCUSSION:

Section 506 of the City of Bell's Charter provides that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution. Accordingly, the staff responses the following schedule for the Council's regular meetings for February through December 2012.

Wednesday, February 1, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, February 15, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 7, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 21, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 4, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 18, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 2, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 16, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 6, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 20, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, July 18, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 1, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 15, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

*Tuesday, September 4, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, September 19, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 3, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 17, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, November 7, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

**Tuesday, November 20, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, December 5, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

The staff also recommends to hold the following schedule for special meetings if needed.

Wednesday, February 22, 2012 at 7:00 PM
Wednesday, March 28, 2012 at 7:00 PM
Wednesday, April 25, 2012 at 7:00 PM
Wednesday, May 23, 2012 at 7:00 PM
Wednesday, June 27, 2012 at 7:00 PM
Wednesday, July 25, 2012 at 7:00 PM
Wednesday, August 22, 2012 at 7:00 PM
Wednesday, September 26, 2012 at 7:00 PM
Wednesday, October 24, 2012 at 7:00 PM
Wednesday, November 28, 2012 at 7:00 PM
Wednesday, December 19, 2012 at 7:00 PM

ATTACHMENTS

Resolution No. 2012-02

**(Intentionally scheduled on a Tuesday as Council will be at the Annual League of California Cities Conference in San Diego, California)*
***(Intentionally scheduled on a Tuesday as Wednesday is the eve of the Thanksgiving Holiday)*

RESOLUTION NO. 2012-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL SETTING THE DATES AND TIMES OF THE CITY COUNCIL'S REGULAR MEETINGS FOR FEBRUARY THROUGH DECEMBER 2012.

WHEREAS, the City of Bell's Charter authorizes the City Council of the City of Bell ("the City") to set and fix the dates and times for the regular meetings of the Council; and

WHEREAS, Section 506 of the City of Bell's Charter that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution; and

WHEREAS, the City Council desires to set the dates and times for the regular meetings for February through December 2012; and

THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. FEBRUARY THROUGH DECEMBER 2012 SCHEDULE OF CITY COUNCIL MEETINGS.

Pursuant to Section 506 of the City of Bell's Charter, the City Council fixes and sets the following dates and times for the Council's regular meetings during February through December 2012:

Wednesday, February 1, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, February 15, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 7, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 21, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 4, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 18, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 2, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 16, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 6, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 20, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, July 18, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 1, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 15, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Tuesday, September 4, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, September 19, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 3, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 17, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, November 7, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Tuesday, November 20, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, December 5, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

SECTION 2. FEBRUARY THROUGH DECEMBER TENTATIVE SCHEDULE OF SPECIAL CITY COUNCIL MEETINGS.

The City Council wishes to hold the following dates and times for the Council's special meetings during February through December 2012 calendar year if needed:

Wednesday, February 22, 2012 at 7:00 PM

Wednesday, March 28, 2012 at 7:00 PM

Wednesday, April 25, 2012 at 7:00 PM

Wednesday, May 23, 2012 at 7:00 PM

Wednesday, June 27, 2012 at 7:00 PM

Wednesday, July 25, 2012 at 7:00 PM

Wednesday, August 22, 2012 at 7:00 PM

Wednesday, September 26, 2012 at 7:00 PM

Wednesday, October 24, 2012 at 7:00 PM

Wednesday, November 28, 2012 at 7:00 PM

Wednesday, December 19, 2012 at 7:00 PM

SECTION 3. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

SECTION 4. SEVERABILITY CLAUSE.

The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

PASSED, APPROVED AND ADOPTED this 11th day of January, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Ali Saleh, Mayor

ATTEST:

_____
Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

_____
Dave Aleshire, City Attorney

City of Bell
Agenda Report

DATE: January 11, 2012

TO: Mayor and Members of the City Council
Chairman and Commissioners of the Board of the Bell Community Housing Authority

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approve an Appropriations Adjustment allocating $57,259 in Bell Community Housing Authority funds and authorize payment for improvements completed to the Restroom and Shower Facility at Bell Mobile Home Park by Medina Construction.

RECOMMENDATION:

That the City Council consider and approve an Appropriations Adjustment recognizing $57,259 in Bell Community Housing Authority fund balance and authorize the payment for improvements completed to the Restroom and Shower Facilities at Bell Mobile Home Park to Medina Construction (account no. 90-521-0200-0925).

BACKGROUND AND DISCUSSION:

In 1995 the City acquired the properties that were incorporated into two mobile home parks: Bell Mobile Home Park (BMHP) located at 4874 Gage Avenue and the Florence Village Mobile Home Park located at 5162-5246 Florence Avenue. In 1995 the City also activated the Bell Community Housing Authority (BCHA) which was established pursuant to the California Housing Authorities Law and formed to assist the City in financing the acquisition and construction of low and moderate income housing within the City. The operations and management of the mobile home parks are governed by the City Council sitting as the BCHA Board of Commissions and assigned to the Community Services Department. That Authority contracted with a private firm, Municipal Management Services, to manage the mobile home parks from the acquisition of the properties until October, 2010.

During the 2009-10 fiscal year, the property manager and City staff identified a number of capital improvements that were necessary for ensuring the health and safety of the residents of the mobile home parks. One of the facilities that was in a state of disrepair was the Restroom and Shower Facilities at the Bell Mobile Home Park. In approximately April, 2009, the property manager, with the authorization of the Community Services Director, instructed Medina Construction to perform the remodeling and repair of these facilities. The project involved the demolition and remodeling of the interior of both the Men's and Women's restroom and shower facilities; the installation of copper piping; the construction of showers for each facility,

including ones that are handicapped accessible; and the installation of electrical wiring. The work on the project began in April 2009 and was completed in January of 2010.

Sometime after the completion of the construction of these facilities, the invoices for the costs associated with the project were presented to the Interim Chief Administrative Officer, Mr. Carrillo. At that time, Mr. Carrillo instructed Mr. Medina to keep the invoices as the City was in the process of transition. City staff, the former Property Manager and Mr. Medina attest, and a review of the financial records of the Authority confirms, that the payment for the work performed on this project was never processed.

In November, the invoices were resubmitted to the City and are attached as Exhibit A. The City Engineer's firm has reviewed the invoices and the facilities and determined that the cost "appears to be very reasonable for the amount of work accomplished and in line with the industry costs for this work." The letter from the City Engineer's firm is attached as Exhibit B. Given these circumstances, it is recommended that the BCHA Board authorize the payment to Medina Construction for the improvements to the Bell Mobile Home Park Restroom and Shower Facilities.

FINANCIAL IMPACT

Currently, there is an unappropriated fund balance of $966,970 available in the Bell Community Housing Authority Operating Fund. The proposed appropriation adjustment will allocate $57,259 in these funds to the payment for the improvements completed to the Bell Mobile Home Park Restroom and Shower Facilities by Medina Construction.

Invoice

MEDINA CONSTRUCTION

8227 PHLOX ST.
DOWNEY, CA. 90241

Date	Invoice #
11/28/2011	P9824C

Bill To
CITY OF BELL 6330 PINE AVE. BELL, CA. 90201

Terms
Due on receipt

Quantity	Description	Rate	Amount
	BELL MOBILE HOME PARK MEN'S BATHROOM REMOLDING DEMOLITION	2,043.75	2,043.75
	INSTALL ALL NEW COPPER WATER PIPES INSTALL ALL NEW SEWER PIPES	4,900.00	4,900.00
	DRYWALL AND INSULATION 877 S. F.	4,604.25	4,604.25
	ALL NEW ELECTRICAL WIRING TWO CEILING LIGHTS TWO EXTRACTORS WITH LIGHTS TWO EXTRACTORS NO LIGHTS	4,200.00	4,200.00
	INSTALL TWO WATER CLOSETS	1,250.00	1,250.00
	INSTALL TWO SINKS	525.00	525.00
	INSTALL TWO SHOWERS ONE OF THEM TO BE HANDICAP	625.00	625.00
	INSTALL FOUR SWINGING DOORS	3,085.00	3,085.00
	INSTALL ONE EXTERIOR DOOR	725.00	725.00
	INSTALL IN PLACE 450 S.F.	6,850.00	6,850.00
	INSTALL ONE URINAL	525.00	525.00

CAO Approval: _____
Date: _____
Pymt Validated: _____
Acct No: _____
Dept: _____

SERVICING THE CITY OF BELL WITH PRIDE

Total $29,333.00

Invoice

MEDINA CONSTRUCTION

8227 PHLOX ST.
DOWNEY, CA. 90241

Date	Invoice #
11/28/2011	P9823C

Bill To
CITY OF BELL 6330 PINE AVE. BELL, CA. 90201

Terms
Due on receipt

Quantity	Description	Rate	Amount
	OMENS BATHROOMS BELL MOBIL HOME PARK BATHROOM REMODELING AND DEMOLITION	2,043.75	2,043.75
	INSTALL ALL NEW COPPER PIPING INCLUDING ALL NEW SEWER	4,200.00	4,200.00
	DRYWALL INSTALLATION 877 S. F.	4,604.25	4,604.25
	INSTALL TWO TOILETS	1,250.00	1,250.00
	INSTALLATION OF TWO SINKS	525.00	525.00
	INSTALLATION OF TWO SHOWER ONE TO BE HANDYCAP	625.00	625.00
	INTALL FOUR SWINGING DOORS	3,085.00	3,085.00
	NEW ELECTRICAL WIRING INSTALL 2 CEILING LIGHTS PLUS 2 EXTRACTORS WITH LIGHT	4,200.00	4,200.00
	ONE 36 " EXTERIOR DOOR	725.00	725.00
	INSTALL IN PLACE 436 S. F. OF TILE	6,668.00	6,668.00
	CAO Approval: _____ Date: _____ Pymt Validated: _____ Acct No: _____ Dept: _____		

SERVICING THE CITY OF BELL WITH PRIDE

Total $27,926.00

III

Exhibit B

INTERWEST CONSULTING GROUP

December 21, 2011

City of Bell
6330 Pine Ave.
Bell, CA 90201

Re: City of Bell Mobile Home Park Restroom Improvements.

I met with Christina Pena with the City of Bell to review 2009 / 2010 improvements made to a Men's and Women's restroom and invoices for the work. Christina provided me with copies of the invoices. I viewed the remodeled restrooms as well two restrooms that were not improved. This comparison provided information as to the scope of the improvements made.

The contractor's invoice number P9824C covered improvements to the Men's restroom and invoice number P9823C covered work on the Women's Restroom. As a part of my review of the invoices I noted the itemized scope of work. I used the fact that the work was performed over 1 year ago in evaluating the work.

I noted the installation of newer fixtures and appurtenances and believe that the items listed on the invoices were in fact completed. I removed the shower handle cover plate in an attempt to verify that the copper piping was used. I was able to see copper piping and believe that new copper piping was used for these improvements.

The price for each restroom improvements indicated on the invoices appears to be very reasonable for the amount of work accomplished and in line with the industry costs for this work.

Should you have any questions or concerns regarding this review, please do not hesitate to contact me at your earliest convenience

Sincerely,

Tom Marnocha
Municipal Services
Interwest Consulting Group
(714) 386-8289

15061 SPRINGDALE STREET SUITE 205 · HUNTINGTON BEACH, CALIFORNIA 92649
TEL. 714.899.9039 · FAX.714.899.9146

City of Bell
Agenda Report

DATE: January 11, 2012

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: _____
Arné Croce, Interim Chief Administrative Officer

SUBJECT: Public Hearing - Community Development Block Grant FY 2012-13 Allocation

RECOMMENDATION:

1. Conduct the Public Hearing for appropriation of the Fiscal Year 2012-13 Community Development Block Grant Program, and
2. Approve a Resolution identifying the CDBG projects and budget for funding during the 2012-13 Program Year.

BACKGROUND AND DISCUSSION:

In 1974, the U.S. Congress introduced the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). Although the Act has been amended in recent years, the primary objective continues to be developing viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income persons.

The CDBG Program has three primary objectives:

- Benefit those with low- and moderate-incomes;
- Aid in preventing neighborhood deterioration; and
- Meet other urgent community development needs due to natural disasters or other emergencies.

The CDBG funding for smaller cities, those with a population under 50,000, is administered through counties; the City of Bell's funding is programmed through the Los Angeles County Community Development Commission (LACDC). The City of Bell and all of the participating cities have been instructed to begin formulating projects for the upcoming 2012-13 program year. The list of projects and accompanying budget for the new program year is due to LACDC at the end of January. The City of Bell's projects and budget will ultimately become part of the Los Angeles County's CDBG program application to HUD. Prior to approval of the programs and budget, a public hearing is required to receive and consider community input on the proposed CDBG program.

AGENDA ITEM NO.

The LACDC estimates that the City of Bell will receive approximately $467,230 in new CDBG funds. This amount is a substantial decrease from the current allocation; it represents a reduction of 22.4 percent from the $602,037 the City received in the current program year. The bulletin from LACDC identifying the allocation for each of the participating cities and providing a series of questions and answers from HUD explaining the impact of the census data on the allocations for the 2012-13 program year is provided as Exhibit A. Also, a letter from the Executive Director of LACDC reiterating the allocation process and the impact on the agency and the participating cities is attached as Exhibit B.

In addition to the allocation of new CDBG funds, the City has annually received an appropriation of prior year's funds. Staff is projecting that approximately $220,490 may be available to apply to the City's CDBG funded programs. If the final grant allocation is increased or decreased by HUD, the City of Bell may adjust the CDBG budget accordingly. If the allocation will accommodate additional projects, the City may add new programs or projects and adjust the budget through a public hearing process during the year.

The CDBG funds may be used for a variety of community development activities such as residential rehabilitation, handyworker programs, lead paint testing and abatement, park improvements, public works improvements, code enforcement, public services and accessibility projects. The types of projects that are either eligible or ineligible for the use of CDBG funds are outlined in Exhibits C and D.

There are a number of restrictions and requirements related to programs eligible for CDBG funding. One of these requirements is that not more than 15 percent of the City's annual allocation of new funds may be appropriated for activities that are classified by HUD as public services. These programs include recreation and education programs, public safety services, drug abuse counseling and graffiti removal services.

Additionally, the LACDC has notified the participating cities that effective with the FY 2012-13 program year, it will no longer allocate administrative authority to the cities for the CDBG programs. This policy change will require all of the funds to be used in direct support of project costs. Therefore, the proposed projects for the upcoming program year does not include an administrative program.

Proposed Projects and Budgets for the 2012-2013 Program Year

The City will receive $467,230 in new FY 2012-13 CDBG funds and estimates that $220,490 will be available in prior years' funds to allocate to eligible programs. Staff recommends that the CDBG funds be allocated for the following projects:

1. *Lead Based Paint/Hazard Test/Abatement Program* *$ 41,470*

   To provide funding for lead-based paint and lead hazard testing, and abatement costs in conjunction with the Residential Rehabilitation and Handyworker Programs. Testing for lead-based paint and removal of lead-based paint including lead hazard materials are required under the Community Development Block Grant Program. The recommended funding level for this program would combine $16,980 in new CDBG funds with $24,490 in prior years' funds.

2. *Residential Rehabilitation Program* *$290,825*

To provide grants to low- and moderate-income homeowners; the single-family residential homeowners who qualify for this program can receive a maximum of $15,000 for eligible improvements and mobile home owners may be granted a maximum of $8,000. The recommended funding level for this program is a combination of $167,825 in new CDBG funds and $123,000 in prior years' funds.

3. *Handyworker Program* *$127,105*

To provide funding for City staff, equipment and supplies necessary to perform handyman services to low- and moderate-income homeowners. The recommended funding level for this program is a combination of $119,105 in new CDBG funds and $8,000 in prior years' funds.

4. *Code Compliance Program* *$158,235*

To provide comprehensive code compliance in deteriorating or deteriorated areas throughout the City. This funding level provides for code compliance personnel. The recommended funding level for this program is a combination of $93,235 of new CDBG funds and $65,000 in prior years' funds.

5. *Graffiti Removal Program* *$70,085*

To provide funding for the graffiti removal contractor to remove graffiti from public and private property. The funding level for this program is subject to the 15 percent public service cap.

As the prior years' funding is an estimate from staff, the subject resolution adopts the allocation by specifying the amounts of both the new CDBG monies and the anticipated funding from prior years' funds for each project.

FINANCIAL IMPACT

The funding for the CDBG Program is received from the U.S. Department of Housing and Urban Development through the Los Angeles Community Development Commission. There is no impact on the General Fund by this action.

Attachments:
Resolution
Exhibit A– CDBG Bulletin Number 11-0032
Exhibit B– Letter from Community Development Commission Executive Director dated December 27, 2011
Exhibit C – Eligible CDBG Activities
Exhibit D - Ineligible CDBG Activities
Public Hearing Notice

RESOLUTION NO. 2012-03

A RESOLUTION OF THE BELL CITY COUNCIL APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2012-2013

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Bell has received notification of the availability of new Fiscal Year 2012-2013 Federal Community Development Block Grant (CDBG) funds in the amount of $470,230; and

WHEREAS, staff estimates that an additional $220,490 in Unallocated Prior Years' Community Development Block Grant funds will be available for a total of $687,720 to further the attainment of these goals during Fiscal Year 2012-2013; and

WHEREAS, the City has posted information regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

Section 1. That the City allocates its available Community Development Block Grant funds for the projects and programs as noted on Attachment 1.

Section 2. That the Interim Chief Administrative Officer and/or his designee are authorized and directed to submit the City's final Planning Summary for Fiscal Year 2012-2013.

Section 3. That the Interim Chief Administrative Officer and/or his designee are authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

Section 4. That the Interim Chief Administrative Officer and/or his designee are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/ programs set forth herein.

Section 5. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of January 2012.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

David Alshire, City Attorney

I, Rebecca Valdez, 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 11th day of January 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

Attachment 1

CITY OF BELL
FY 2012-2013 CDBG Program

	2012-13 Funds	Prior Years' Funds	Total
1. Lead Based Paint/Hazard Test/ Abatement Program	$ 16,980	$ 24,490	$ 41,470
2. Residential Rehabilitation Program	$167,825	$123,000	$290,825
3. Handyworker Program	$119,105	$ 8,000	$127,105
4. Code Compliance Program	$ 93,235	$ 65,000	$158,235
5. Graffiti Removal	$ 70,085	0	$ 70,085
	$467,230	**$220,490**	**$687,720**

LOS ANGELES COUNTY

CDBG BULLETIN

COMMUNITY DEVELOPMENT COMMISSION • 2 Coral Circle • Monterey Park, California 91755

NUMBER: **11-0032**	SUBJECT:	**FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING ESTIMATES**	
DATE: **December 22, 2011**	EFFECTIVE DATE: **IMMEDIATELY**		PAGE **1** OF **1**

TO: PARTICIPATING CITIES

The Community Development Block Grant (CDBG) Division is transmitting the Fiscal Year (FY) 2012-2013 Los Angeles Urban County Allocations for participating cities planning estimates (attached), and are now available in the Planning Summary Module. These allocations reflect a substantial decrease from your current allocations. In addition, we have attached a document from the U.S. Department of Housing and Urban Development explaining the impact of census data on the FY 2012-2013 CDBG allocation, which affected our allocation.

If your city wishes to exchange its FY 2012-2013 CDBG funds, please include language in the exchange agreement that will allow you to adjust the CDBG funds being transferred and the amount of general funds being received. A list of those cities interested in receiving general funds as well as receiving additional CDBG funds will be released soon.

Should you have any questions, please contact Raymond White, Analyst, at (323) 890-7167 or Raymond.White@lacdc.org.

Sincerely,

Terry Gonzalez

TERRY GONZALEZ, Director
Community Development Block Grant Division

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Attachments

FISCAL YEAR 2012-2013 LOS ANGELES URBAN COUNTY PLANNING ESTIMATE ALLOCATIONS FOR PARTICIPATING CITIES

Cities with CDBG amounts set-aside for Section 108 Loan payments are in **bold**.

CITY	ALLOCATION
AGOURA HILLS	$63,020
ARCADIA	284,034
AVALON	22,936
AZUSA	424,745
BELL	467,230
BELL GARDENS	599,312 **-558,488** 10,824
BEVERLY HILLS	180,392
BRADBURY	2,737
CALABASAS	65,141
CERRITOS	189,685
CLAREMONT	145,819
COMMERCE	126,348
COVINA	304,342
CUDAHY	333,784
CULVER CITY	212,838 **-156,104** 56,734
DIAMOND BAR	247,316
DUARTE	143,124
EL SEGUNDO	61,754
HAWAIIAN GARDENS	168,027
HERMOSA BEACH	66,307
IRWINDALE	12,136
LA CANADA-FLINTRIDGE	70,851
LA HABRA HEIGHTS	15,899
LA MIRADA	205,843
LA PUENTE	406,540
LA VERNE	114,711
LAWNDALE	308,206
LOMITA	130,190
MALIBU	54,260
MANHATTAN BEACH	102,913
MAYWOOD	360,535
MONROVIA	260,922
RANCHO PALOS VERDES	127,447
ROLLING HILLS ESTATES	20,185

CITY	ALLOCATION
SAN DIMAS	140,829
SAN FERNANDO	249,291 -347,315 -98,074
SAN GABRIEL	342,885
SAN MARINO	47,076
SANTA FE SPRINGS	123,677
SIERRA MADRE	33,822
SIGNAL HILL	86,590
SOUTH EL MONTE	222,041
SOUTH PASADENA	105,988
TEMPLE CITY	207,236
TORRANCE	621,800
WALNUT	130,854
WEST HOLLYWOOD	218,352
WESTLAKE VILLAGE	22,125

12.12.11 – 2010 Census Data Impact on Formula Grants – CDBG and HOME

Background

American Community Survey is New Annual Data Source for CDBG, HOME, and (in 2013) ESG.

- The law implementing the Community Development Block Grant (CDBG) program calls for using "the most recent data compiled by the United States Bureau of the Census" for allocating the CDBG funds (42 U.S.C. 5302 (b)).
- In accordance with this mandate, FY2012 marks the first year that the CDBG allocation formula will rely on the Census Bureau's new annual data source—the American Community Survey (ACS)—and the 2010 Census population counts.
- Similarly HOME requires the formula to most recent census data, which likewise requires moving to ACS data in FY2012.
- Any particular year's ESG formula allocation is based on the prior year's CDBG formula calculation. So for jurisdictions receiving ESG allocations, effects will not take place until 2013.
- Factors that determine formula allocations for block grants are, by statute:
    - **HOME**-- high relative poverty, large number of renters in poverty, pre-1950 housing stock, poor housing conditions and high construction costs.
    - **CDBG** -- Two formulas are used: **Formula A** measures population, poverty and overcrowded housing; **Formula B** measures poverty, pre-1940 housing, and growth lag (for Entitlements) or population (for States). Each grantee receives the greater of the two formula amounts, adjusted to fit the total appropriation amount.

Q& A – General

Q: Are the ACS data or the Census population counts appealable?

A: HUD is a consumer of the data provided by the Census Bureau and any appeals would be made to the Census Bureau. It should be noted that Census updates population estimates on an annual basis and a portion of the ACS data will be updated annually on a rolling basis by replacing the oldest year's data with more current data.

Q: Why is HUD implementing these changes on the heels of the reductions to CDBG and HOME funding over the past two years?

A: The CDBG and HOME authorizing statute requires HUD to use the most current available Census data to calculate the CDBG formula. The population count from the April 2010 Census is and the new annual data source American Community Survey is now the most current data source.

Q: Does HUD have any discretion in the amount allocated to my jurisdiction?

A: No. By law, HUD must allocate all CDBG and HOME funds in accordance with the formulas.

Q: What help can HUD offer as our jurisdiction evaluates the use of CDBG and HOME funds at the local level?

A: The CPD field office that serves your jurisdiction is the place to seek assistance at this point. Many grantees are facing the difficult task of re-evaluating the structure of their programs as it

will be difficult to sustain traditional funding patterns at the local level given the reduced resources. Your CPD representative can offer suggestions based on experience with other grantees. Further, CPD has launched a new, comprehensive technical assistance effort known as OneCPD which will include a website where grantees can pose questions and receive rapid responses on a wide range of issues including restructuring concerns. Additional information will be forthcoming in the next few months with regard to One CPD.

Q: Is it true that ACS does not cover very rural areas? If so, how are overcrowding and housing conditions in these areas taken into consideration in the formulas, especially for states?

A: Not true. ACS covers all areas.

Q: How does HUD address the margin of error on ACS data, given that it is a new Census product?

A: HUD uses the Census Bureau's mid-point estimate for ACS as it always did with decennial census data. HUD trusts in the accuracy of the data provided by the Census Bureau and does not undertake any review of the data.

Q&A -- CDBG

Q: Can I see how the ACS data affects the CDBG allocation to my jurisdiction?

A: HUD's Office of Policy Development and Research (PD&R) has just issued a report entitled "Redistribution Effect of Introducing 2010 Census and 2005-2009 ACS Data into the CDBG Formula." The report explains the new data and includes several appendices that detail the effect of those data on CDBG formula factors and, hence, on CDBG allocations. A web link to the report was included with the email letter informing your jurisdiction of the CDBG and HOME planning estimates for FY 2012

Q: What other programs does HUD administer that can help fill the gap left by lower CDBG allocations?

A: The range of programs is somewhat limited. The Section 108 loan guarantee program is part of CDBG and can be used for CDBG-eligible activities such as economic development, infrastructure and public facilities, and housing rehabilitation. CDBG grantees may borrow up to five times their current CDBG allocation under Section 108. Grantees should also ensure that they are effectively leveraging other resources such as CDBG and HOME program income, other public funds and private funds.

Q: Why did my jurisdiction's formula allocation decrease much more than the 11 percent decrease in the appropriation between 2011 and 2012?

A: Many CDBG grantees will see their allocation decrease much more than the 11 percent decrease in the appropriation between 2011 and 2012. This can happen because of a combination of factors at work: the use of new Census data for 2012; the way the CDBG program formula works; and the number of grantees eligible for CDBG funding.

The CDBG program uses two different formulas to calculate allocation amounts for entitlement grantees. The formulas for states are similar with the exception that population is substituted for growth lag in Formula B.

Formula A uses the following factors:

- population (weighted at 25%);
- number of poverty-level persons (weighted at 50%); and
- number of overcrowded housing units (weighted at 25%).

Formula B uses:

- growth lag (weighted at 20%);
- number of poverty-level persons (weighted at 30%); and
- number of pre-1940 housing units (weighted at 50%).

HUD computes an allocation amount for every grantee using both formulas; grantees receive their funding based on the higher of the two formula amounts (after a pro-rata reduction to make the sum of all allocations equal the appropriation level for the program).

Finally, the number of entitlement grantees has increased by 17 from 2011 to 2012. Thus, not only is there less money in 2012, it must be divided up among more grantees, and different data will be used compute each grantee's allocation amount.

Q&A -- HOME

Q: My jurisdiction's FY 2012 HOME allocation fell below the $500,000 participation threshold for the HOME Program. Will we still receive an allocation? Will we be required to make up the difference between our allocation and our formula allocation amount in order to continue to participate in HOME?

A: Yes. As long as your jurisdiction received a HOME formula grant allocation in FY 2011, it will receive an FY 2012 allocation even if the allocation falls below $500,000. No, your jurisdiction is not required to make up the difference between your formula allocation and $500,000.

Q: My jurisdiction's FY 2012 HOME allocation is so small that we are not sure that we can administer the program with only 10% program administration allowed under the HOME regulations. If our community decides to decline the FY 2012 HOME allocation, what happens to our grant money?

A: When a local Participating Jurisdiction (PJ) declines its HOME allocation, the funds that would have been awarded to the local government are added to the State's HOME allocation. The State may use the HOME funds in the same manner as the rest of its HOME allocation; it may choose to use the funds for a project or program in the community that declined the allocation, but it is not required to do so.

Q: If my jurisdiction declines its FY 2012 HOME grant but determines that it would like to resume participation as a HOME PJ at some future time, would we have to meet the HOME qualification threshold ($500,000) and potentially make up any shortfall (up to the $750,000 participation threshold) or would we continue to qualify as a PJ?

A: An existing PJ that chooses to decline its HOME allocation for one or more years does not lose its ongoing qualification as a PJ. It will continue to be included in the HOME formula run and resume participation at its option. However, the rules applicable to HOME PJs that are consortia are somewhat different. If a consortium chooses to decline its allocation during the three-year period of its consortium agreement will continue to qualify as a PJ as long as its HOME consortium agreement has not expired (e.g., the consortium could decline its allocation

in year 2 of its agreement and resume participation in year 3). However, once the three-year term of the consortium agreement is over, the consortium would no longer qualify as a PJ.

Q: Why did my jurisdiction's formula allocation decrease much more than the 38 percent decrease in the appropriation between 2011 and 2012?

A: Many HOME PJs saw decreases much larger than the 38 percent decrease in the appropriation between 2011 and 2012. The HOME statute requires HUD to use the most recent available data to run the HOME formula. In the past, the most recent data used has been the decennial census, which would have been used for the FY 2012 HOME formula. However, beginning in FY 2012, the Department used the most recent American Community Survey data for the HOME formula. The American Community Survey, which updates demographic information for approximately 20 percent of the United States each year, will be used to determine subsequent years' HOME formula allocations.

The HOME formula has six factors, which are:

1. Vacancy-adjusted rental units where the household head is at or below the poverty level.
2. Occupied rental units with at least one of four problems (overcrowding, incomplete kitchen facilities, incomplete plumbing, or high rent costs).
3. Rental units built before 1950 occupied by poor households.
4. Rental units described in #2 above multiplied by the ratio of the cost of producing housing for a jurisdiction divided by the national cost.
5. Number of families at or below the poverty level.
6. Population of a jurisdiction multiplied by a net per capita income.

When the HOME formula is run each year, data from the American Community Survey for each PJ is applied to the six formula factors. The first and sixth factors are weighted 0.1; the other four factors are weighted 0.2. Since factors 2 through five are double-weighted, these factors take on increased significance in determining each PJ's formula allocation.

The HOME formula's focus on the condition of housing and market conditions makes it very different from the CDBG formula.

Q: Would my jurisdiction receive more HOME funds if it formed a consortium with neighboring jurisdictions?

A: Forming a consortium with geographically contiguous units of local government almost always leads to an increase of funding over the current level if there is no change in the HOME appropriation. In FY 2012, there were actually two new consortia that did not receive a HOME allocation because of the unexpected, significant decrease in the HOME appropriation. HOME consortium is not easy. In fact, many consortia perform poorly and some eventually disband because the difficulty of administering a program with neighboring jurisdictions is often underestimated.

If your jurisdiction is interested in forming a HOME consortium, the guide to *Establishing and Managing a Successful HOME Consortium* is prerequisite reading. The guide can be found here:
http://www.hud.gov/offices/cpd/affordablehousing/programs/home/consortia/200608_guide.pdf.