



City Council Agenda

Regular Meeting

Wednesday, May 11, 2011
7:00 PM

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Councilwoman

Ana Maria Quintana
Councilwoman

Nestor E. Valencia
Councilman

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 once a month at 7:00 p.m., City 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.

**Regular Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Bell Public Finance Authority
Bell Solid Waste Authority**

**May 11, 2011– 7:00 P.M.
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, Community Housing Authority Commissioners, Public Finance Authority Trustees, and Solid Waste Authority Commissioners.

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

II. Communications From The Public

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 either on the agenda or are within the jurisdiction of the Council. State law prohibits the Council 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.

Persons wishing to address the Council 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.

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.

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III. Council 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.

- 3.01** Consideration of Bell City Council Minutes, Bell Community Redevelopment Minutes, Bell Community Housing Authority Minutes and Bell Public Finance Authority Minutes dated November 1, 2010; Bell City Council Special Minutes dated December 1, 2010; Bell City Council Minutes, Bell Community Redevelopment Minutes, Bell Community Housing Authority Minutes and Bell Public Finance Authority Minutes dated December 13, 2010 and Bell City Council Special Minutes Dated April 11, 2011. **1-21**

Recommendation: Approve the minutes.

- 3.02** Consideration of Change Order No. 4 to Shawnan Corporation Agreement for the Rancho San Antonio/Bell Sports Complex Off-Site Improvements at Chanslor Avenue and Service Road, Project Account No. 50-521-1004-0235. **22-31**

Recommendation: Approve Change Order No. 4 to Shawnan Corporation Agreement for the Rancho San Antonio/Bell Sports Complex and authorize the Interim CAO or his designee to execute all documents as necessary and appropriate, upon approval as to form by the Interim City Attorney.

- 3.03** Consideration of Professional Services Agreement with RSCC Engineering, for Interim City Engineering Services effective until June 30, 2011. Direct the Interim Chief Administrative Officer to Prepare and Issue a Request for Proposal for Engineering Services. **32-46**

Recommendation: Authorize the Interim Chief Administrative Officer to execute a professional services agreement with RSCC Engineering, Inc. for engineering services, effective until June 30, 2011 upon approval as to form by the Interim City Attorney and Direct the Interim Chief Administrative Officer to Prepare and Issue a Request for Proposal for Engineering Services.

- 3.04** Consideration of warrants through April 2011 and May 1-11, 2011. **47-60**

Recommendation: Approve the warrants.

- 3.05** Consideration of the Memorandum of Agreement with the Gateway Cities Council of Governments regarding the administration and cost sharing to undertake scientific studies to develop site specific objectives applicable to the Los Angeles River and Tributaries Metals (TMDL). **61-77**

Recommendation: Approve the agreement and authorize the Mayor to execute.

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3.06 Consideration of Service Agreement with City of Inglewood for Parking Citation Processing. **78-97**

Recommendation: Approve the agreement and authorize the Mayor to execute.

3.07 Ratification of Mayor's appointment of Representatives and/or Alternates for the following Agencies, Boards and Committees: **98**

1. Alternate to County Sanitation Districts of Los Angeles County (Mayor is automatically the Representative)
2. Greater Los Angeles County Vector Control District (Option to choose a 2 year or 4 year term is required effective January 1, 2011)
3. Gateway Cities Council of Governments
4. Bell Cudahy Telecommunications Authority
5. Orangeline Development Authority
6. Local Advisory Committee Member 710 Freeway
7. Contract Cities (Voting Delegate)
8. Independent Cities (Voting Delegate)
9. League of California Cities (Voting Delegate)

3.08 Consideration of Street Rehabilitation (Prop 1B Funded) on a) Otis Avenue, between Florence Avenue to Bell Avenue; b) Weik Avenue between Otis Avenue to Corona Avenue; c) Woodward Avenue between Gage Avenue to Randolph Street; d) Randolph Street between Otis Avenue to Pine Avenue. **99-109**

Recommendation: Authorize the completion of the street rehabilitation of various streets funded under Prop 1B Funds (Transportation Bond) and further authorize the City Engineer's office to complete plans and specifications at a cost not to exceed per attached proposal.

3.09 Consideration of extending the Tolling Agreement with County of Los Angeles and the Los Angeles County Flood Control District related to stormwater discharges. **110-111**

Recommendation: Approve the Tolling Agreement and authorize the Interim CAO to execute.

3.10 Consideration to Adopt Resolution 2011-09 to rescind Resolution 2011-04 and modify the list of payments that may be made without prior City Council to include utilities, payroll, payroll taxes, insurance premiums and workers' compensation expenses. **114-115**

Recommendation: Adopt the Resolution.

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- 3.11 Receive and File City of Bell's Invoices for Legal Services Staff Report. 119-158
Recommendation: Receive and File.
- 3.12 Receive and File City of Bell's Status on Bonds/Loans. 159-162
Recommendation: Receive and File.
- 3.13 Receive and File Status Report on Request for Proposals for Legal Services. 163-178
Recommendation: Receive and File.
- 3.14 Receive and File Status Report on the Recruitment of an Interim Chief of Police. 179-186
Recommendation: Receive and File.
- 3.15 Receive and File Status Report regarding the updating of the city's website. 187-273
Recommendation: Receive and File.

IV. Joint Meeting of Bell City Council and Solid Waste Authority

The Bell City Council and the Solid Waste Authority will convene jointly to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the City Council and Board of Directors taking action.

- 4.01 Presentation from Consolidated Disposal Services, LLC with reference to Franchise Agreement by and between the City of Bell and Consolidated Disposal Services, LLC.

V. Community Redevelopment Agency

The Bell Community Redevelopment Agency will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.

- 5.01 Consideration of Bell Community Redevelopment Agency Minutes dated November 1, 2010 and December 13, 2010. *(Item is being consider under City Council Business item 3.01, therefore no action is required)*
- 5.02 Consideration of warrants through May 1-11, 2011. 274-275
Recommendation: Approve the warrants.
- 5.03 Identification of items for next Community Redevelopment Agency meeting.

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

The Bell Community Housing Authority will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.

6.01 Consideration of Bell Community Housing Authority Minutes dated November 1, 2010 and December 13, 2010. *(Item is being consider under City Council Business item 3.01, therefore no action is required)*

6.02 Consideration of warrants through May 1-11, 2011.

276-279

Recommendation: Approve the warrants.

6.03 Identification of Items for next Community Housing Authority meeting.

VII. Public Finance Authority

The Bell Public Finance Authority will convene to conduct their business meeting. Pursuant to the Ralph M. Brown Act public comments may be received on agenda items prior to the Board of Directors taking action.

7.01 Consideration of Bell Public Finance Authority Minutes dated November 1, 2010 and December 13, 2010. *(Item is being consider under City Council Business item 3.01, therefore no action is required)*

7.02 Identification of Items for next Public Finance Authority meeting.

VIII. City Council Closed Session

8.01 CONFERENCE WITH LEGAL COUNSEL-ANITICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
(Three (3) potential cases).

8.02 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Section 54956.9
(Two (2) potential cases).

8.03 PUBLIC EMPLOYMENT
Title: (Interim City Attorney)

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IX. Interim Chief Administrative Officer's Report

The Interim Chief Administrative Officer will provide a verbal report to the City Council on on-going matters related to the City.

X. 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 the Mayor and City Councilmembers.

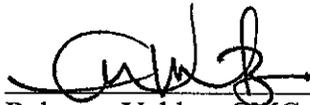
The City Council will now reconvene to identify items they wish to discuss at the next meeting. These items will not be acted on at this meeting, only identified for the next meeting.

XI. Identification of Items for Next City Council Meeting.

XII. Adjournment

Next Regular Meeting, Wednesday, May 25, 2011 at 7:00 P.M.

I, Rebecca Valdez, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on May 6, 2011 seventy-two hours prior to the meeting as required by law.



Rebecca Valdez, CMC
City Clerk
1638761.1

Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Bell Public Finance Authority
Bell Solid Waste Authority

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*Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Bell Public Finance Authority*

*November 1, 2010– 7:00 P.M.
Bell City Council Chambers
6300 Pine Avenue*

Meeting was called to order at 7:35 PM.

Present: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez

Absent: Councilman Mirabal

Also Present: Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, City Engineer Alvarado and Captain Miranda.

Pledge of Allegiance led by Anthony Miranda, Captain.

Communications From The Public

7:38:19 PM Miguel Sanchez, 6920 Woodward Avenue, expressed concerned regarding the money in the breast cancer fundraiser and also requested further information on the towing companies

7:43:19 PM Nora Saenz, no address stated, expressed concerned regarding Consolidated Disposal, Lourdes Garcia's salary and James Casso's payments.

7:50:29 PM Donna Gannon, 6601 Prospect Avenue, expressed concern about the street lighting on the bridges. She also requested the status on the \$35,000,000 bond issue. She expressed concern about appointing a new Council Member and the Oldtimers contract.

7:55:21 PM Miguel Angel Contreras, 6243 Vinevale Avenue, mentioned that he has lived in the city for 43 years and expressed concern about the Police Department in regards to impounds and expressed that he wants a new department with new employees.

7:59:54 PM Coco Ceja, 6936 Prospect Avenue, expressed concerned about the payments to Urban Associates, Maywood payments for maintenance and Oldtimers Foundation payments.

8:04:35 PM Councilman Velez requested copies of invoices for payments made to Urban Associates.

8:07:58 PM Marcelino Ceja, 6936 Prospect Avenue, expressed concern about the six investigations going on in the city. He asked the residents to keep the peace and requested the council to approved the recall. He also requested the Police Department to take a payout.

8:11:53 PM Sandy Orozco, Maywood Resident, expressed concern with the Sheriff's Department in Maywood, Ty Henshaw, emails among the Maywood council, Mr. Rizzo and Angela Spaccia. She also expressed concern about Pedro Carrillo.

8:14:40 PM Dennis Azevedo, retired Maywood Police officer, expressed concerned with Angela Spaccia, Maywood Councilmembers and Bell Councilmembers. Expressed concerned about payments made to Maywood employees.

8:17:55 PM Ismael Morales, 6527 Corona Avenue #D, expressed concerned with officials, city administration and voter fraud.

8:20:54 PM Mariel Sanders, 6218 Carmelita Avenue, expressed concern with the conduct of the meeting.

8:24:38 PM Luz Moya, 6917 Corona Avenue, would like the Bell Police department to stay, expressed concerned with Ty Henshaw, expressed concerned with payments to Meyers Nave and graffiti services.

8:28:12 PM The City Council recessed and reconvened at 8:56 PM.

8:58:45 PM Danny Harber, 4952 Weik Avenue, requested the council to move on with the agenda and stop the communications from the public.

9:00:52 PM Alfredo Vasquez, 4874 Gage Avenue #29, asked the council why there was an increase on the mobile home parks bond and requested on how the bonds were used.

9:03:57 PM Alfred Areyan, 7008 Vinevale Avenue, thanked the council for attending the meeting, expressed concerned with the chaos going on with the residents.

9:05:03 PM Jose Moreno, 6235 Corona Avenue, expressed concern about the financial status of the city, utility users tax, and the status on Proposition A.

9:09:41 PM Mario Rivas, 6336 Home Avenue, expressed concern about a long term contract with the police department ,the loans and the issues with the police department.

9:14:01 PM Joaquin Navarro, Lanscaster Resident, expressed concern about the behavior and requested for council to be more transparent.

9:15:52 PM Jaime Luna, 7111 Heliotrope Avenue, address Vice Mayor Jacobo and expressed concern about comments made about Nestor Valencia

Council Business

It was moved by Councilman Velez, seconded by Vice Mayor Jacobo, to approve the Acceptance of Work – Wilcox Ave. Street Rehabilitation Project from Gage Ave. to Florence Ave. – Project No. 68-525-0100-0988.

9:50:15 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve the Acceptance of Work – Bandini Blvd. Street Resurfacing Project from Eastern Ave. to 26TH Street. – Federal Project No. ESPL-5272 (009) – Project Account No. 04-525-3737-0932.

9:50:41 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

Received and filed Quarterly Treasurer’s Report for June 2010 and September 2010.

9:55:40 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve the warrants dated September 30, 2010 in the amount of \$945,695.38 (103 checks and 6 wire transfers).

10:01:26 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:01:49 PM Mayor Hernandez nominated Councilman Velez to fill the vacancy and appoint him as a representative to a 2 year term to the Board of Trustees of the Greater Los Angeles County Vector Control District.

10:03:58 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:07:30 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve the warrants dated October 29, 2010 in the amount of \$4,173,574.60 (168 checks and 2 wire transfers). Warrant No. 46734, 46756, 46758, 46762, 46859 and 46809 were pulled.

10:07:54 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:08:17 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve Bell City Council, Bell Community Redevelopment Agency and Bell Community Housing Authority Minutes dated September 20, 2010.

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

9:37:31 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve Resolution No. 2010-31 accepting the City Clerk's Certification of Signatures on Recall Petitions

9:38:47 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez

No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

9:39:16 PM It was moved by Councilman Velez, seconded by Vice Mayor Jacobo, to approve Resolution No. 2010-32 Calling a Special Election to be Held on March 8, 2011.

9:45:24 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

9:45:35 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve Resolution No. 2010-33 Calling for a Special Election to Fill Council Vacancy, Consolidate that Election with the Recall Election, and Consideration of Appointment of Interim Councilmember.

9:48:19 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

No action was taken on the following items:

Approval of a Resolution Requesting the County of Los Angeles to Render Services for the March 8, 2011 Election.

Recommendation: Approve Resolution No. 2010-34 Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be Held on Tuesday, March 8, 2011

Approval of a Resolution Adopting Regulations for Candidate Statements for the March 8, 2011 Election

Recommendation: Approve Resolution No. 2010-36 Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, March 8, 2011

10:09:12 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve Non-exclusive Franchise Agreements for Vehicle Towing and Storage Services with Huntington Park Automotive & Tow Service Inc., Motor Club Inc. and Mr. C's Towing, and direct the Mayor to execute these agreements on behalf of the City.

10:14:55 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez.
No: None
Abstained: None
Absent: Mirabal

Motion Unanimously Passed.

10:15:02 PM The following item was moved to the next council meeting:

Consideration of a Resolution Terminating Certain Post-Employment Benefits as of August 1, 2010 in the Interests of Fiscal Sustainability

Recommendation: Approve Resolution No. 2010-35 regarding certain post-employment benefits effective as of August 1, 2010.

10:17:58 PM It was moved by Councilman Velez, seconded by Vice Mayor Jacobo, to Award the Alamo Ave. Project to E.C. Construction Company of South El Monte, CA in an amount not to exceed \$226,648.90, funds to be provided from STPL Federal Funds and City Prop "C" Funds, Account No. 68-525-0100-0913. Also, authorize the City Engineer to act as Resident Engineer for all aspects of this improvement from start of construction to completion of project. .

10:18:10 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:18:30 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to Authorize the Interim CAO to accept the work for the Veteran's Memorial Park Single-Use Children's

Restroom Project – City of Bell Per Capita Grant Project 02-19-218 at 6500 S. Wilcox Avenue, Bell, CA, on behalf of the City, and execute any necessary documents, upon approval as to form by the Interim City Attorney.

10:26:17 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:26:42 PM It was moved by Councilman Velez, seconded by Vice Mayor Jacobo, to Authorize the Interim CAO to accept the work for Federal Project No. ESPL-5272 (010) – Project Account No. 04-525-3737-0931, on behalf of the City, and execute any necessary documents, upon approval as to form by the Interim City Attorney.

10:26:52 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:27:02 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to Consider and reject the claims of Alicia Gonzalez and Eliza Roman.

10:27:17 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
No: None
Abstained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

10:27:31 PM It was moved by Vice Mayor Jacobo, seconded by Councilman Velez, to approve warrant no. 46540 and 46562 dated September 20, 2010 in the amount of \$87,561.00. Warrant No. 46499 and 46548 dated September 20, 2010 in the amount of \$103,582.58 were pulled.

10:34:10 PM

Vote: 3-0
Yes: Mayor Hernandez, Vice Mayor Jacobo and Councilman Velez
stained: None
Absent: Councilman Mirabal

Motion Unanimously Passed.

Community Redevelopment Agency

Community Redevelopment Agency meeting was called to order at 10:34:54 PM.

Present: Chair Hernandez, Vice Chair Jacobo and Agency Member Velez

Absent: Agency Member Mirabal

Also Present: Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, City Engineer Alvarado and Captain Miranda.

10:36:00 PM It was moved by Agency Member Velez, seconded by Vice Chair Jacobo, to approve warrants dated September 30, 2010 in the amount of \$1,489,501.07 (7 checks and 2 wire transfers).

Vote: 3-0
Yes: Chair Hernandez, Vice Chair Jacobo and Agency Member Velez
No: None
Abstained: None
Absent: Agency Member Mirabal

Motion Unanimously Passed.

It was moved by Vice Chair Jacobo, seconded by Agency Member Velez, to approve warrants dated October 29, 2010 in the amount of \$5,722.21 (4 checks and 1 wire transfers).

Vote: 3-0
Yes: Chair Hernandez, Vice Chair Jacobo and Agency Membe
No: None
Abstained: None
Absent: Agency Member Mirabal

Motion Unanimously Passed.

No items were identified for the next Community Redevelopment Agency meeting.

Community Redevelopment Agency adjourned at 10:36:41 PM.

Community Housing Authority

Community Housing Authority meeting was called to order at 10:39:38 PM.

Present: Chair Hernandez, Vice Chair Jacobo and Commissioner Velez

Absent: Commissioner Mirabal

Also Present: Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, City Engineer Alvarado and Captain Miranda.

10:39:52 PM It was moved by Vice Chair Jacobo, seconded by Commissioner Velez, to approve warrants dated September 30, 2010 in the amount of \$1,041.28 (7 checks).

Vote: 3-0
Yes: Chair Hernandez, Vice Chair Jacobo and Commissioner Velez
No: None
Abstained: None
Absent: Commissioner Mirabal

Motion Unanimously Passed.

It was moved by Vice Chair Jacobo, seconded by Commissioner Velez, to approve warrants dated October 29, 2010 in the amount of \$5,071.68 (9 checks).

Vote: 3-0
Yes: Chair Hernandez, Vice Chair Jacobo and Commissioner Velez
No: None
Abstained: None
Absent: Commissioner Mirabal

Motion Unanimously Passed.

Commissioner Velez requested to address low income housing at the mobile home parks and requested information about the utility meters at the mobile home parks.

Community Housing Authority adjourned at 10:45:58 PM.

Interim Chief Administrative Officer's Report

10:46:21 PM Pedro Carrillo, Interim CAO provided a report to the City Council regarding the letter issued to BASTA.

Closed Session

10:49:19 PM The City Council 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: *State of California v. Rizzo et al.*

Case No.: Los Angeles County Superior Court, BC445497

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: *City of Bell v. Sopp*

Case No.: Los Angeles County Superior Court, BC422467

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: *Jane Doe v. City of Bell*

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Section 54956.9)

Name of Case: *McSweeney v. City of Bell, et al.*

Case No.: Los Angeles County Superior Court, BC406337

CONFERENCE WITH LEGAL COUNSEL-POTENTIAL LITIGATION

(Subdivision (b) of Section 54956.9)

Significant exposure to litigation in the opinion of the Finance Authority on the advice of the Interim City Attorney -- one potential case.

The city council reconvened to open session at 12:48:02 AM

As to item 7.01 Mayor Hernandez and Vice Mayor Jacobo participated under the political reform act and under the rule of necessity, on a 3-0 vote direction was given Interim City Attorney, no final action was taken.

As to item 7.02 there was no reportable action.

As to item 7.03 direction was given to the Interim City Attorney, no vote was taken.

As to item 7.04 direction was given to the Interim City Attorney, no vote was taken.

As to item 7.05 direction was given to the Interim City Attorney, no vote was taken.

The City Council reconvened to identify items they wish to discuss at the next meeting. These items were not acted on at this meeting, only identified for the next meeting.

Mayor and City Council Communications

None.

Identification of Items for Next City Council Meeting.

12:50:01 AM Councilman Velez, requested to appoint Captain Tony Miranda as Chief of Police and requested the Interim CAO to have the briefings in writing.

Adjournment

City Council Meeting adjourned at 12:51:16 AM.

PASSED AND APPROVED THIS 11th DAY OF MAY 2011.

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 duly passed and approved by the City Council of the City of Bell at a regular meeting held on this 11th day of May 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

Mayor and City Council Communications

None.

Identification of Items for Next City Council Meeting.

12:50:01 AM Councilman Velez, requested to appoint Captain Tony Miranda as Chief of Police and requested the Interim CAO to have the briefings in writing.

Adjournment

City Council Meeting adjourned at 12:51:16 AM.

APPROVED THIS 11th DAY OF MAY 2011.

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 duly approved by the City Council of the City of Bell at a regular meeting held on this 11th day of May 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

*Special Minutes of
Bell City Council*

*December 1, 2010– 8:00 A.M.
City Council Chambers
6330 Pine Avenue
Bell, California 90201*

Meeting was called to order at 8:07 AM.

Present: Mayor Hernandez, Vice Mayor Jacobo, Councilman Mirabal and Councilman Velez

Absent: None

Also Present: Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez and Captain Miranda.

Pledge of Allegiance led by Anthony Miranda, Captain.

Communications From The Public

Nestor Valencia, 7115 San Luis Avenue, expressed concern about item 3.05.

Juliana Chico Sanchez, 6920 Woodward Avenue, expressed concern about the meeting time.

Steve Brown, 5162 Florence Avenue, expressed concern about item 3.05.

Marcelino Ceja, 6936 Prospect Avenue, expressed concern about item 3.05.

Cristina Garcia, no address stated, expressed concern about item 3.05.

Carmen Bella, 6332 Palm Avenue, expressed concern about item 3.05.

Dale Walker, 6815 Otis Avenue #D, thanked the City Council for all being present and requested the Council to take into consideration any decisions they will be making.

Bill Fick, no address stated, expressed concern about the assessments.

Jose Magallon, 6227 Vinevale Avenue, expressed concern about the meeting time.

Alfred Areyan, 7008 Vinevale Avenue, requested to have the meetings recorded and also to provide translation.

Lorenzo Martinez, 6319 Loma Vista Avenue, expressed concern about item 3.05 and inquired about the process.

Closed Session

The City Council recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code Section 54956.9(a))

Name of Case: *People of the State of California v. Robert Rizzo, et al.*

Case No.: Los Angeles County Superior Court, BC445497

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code Section 54956.9(a))

Name of Case: *Jane Doe v. City of Bell, et al.*

Case No.: Los Angeles County Superior Court, BC372406

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code Section 54956.9(a))

Name of Case: *Jane Doe v. City of Bell, et al.*

Case No.: United States District Court, Central District,
CV07-05705CAS(VBK)

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

(Government Code Section 54956.9(b))

Significant exposure to litigation upon the advice of the Interim City Attorney – two (2) potential cases.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Government Code Section 54957)

Title: Interim Chief Administrative Officer

The City Council reconvened to open session at 12:25 PM.

As to item 3.01, Councilman Mirabal did not participate, direction was given to the Interim City Attorney, no final action was taken.

As to item 3.02 and 3.03, direction was given to the Interim City Attorney, no final action was taken.

As to item 3.04, direction was given to Interim City Attorney.

As to item 3.05, direction was given to Interim CAO, no action was taken.

Adjournment

Special City Council meeting adjourned at 12:30 PM.

APPROVED THIS 11th DAY OF MAY 2011.

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 May 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

*Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Bell Public Finance Authority*

*December 13, 2010– 7:00 P.M.
Bell City Council Chambers
6330 Pine Avenue*

Meeting was called to order at 7:02:16 PM.

Present: Mayor Hernandez, Vice Mayor Jacobo, Councilman Mirabal and Councilman Velez

Absent: None

Also Present: Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, City Engineer Alvarado and Captain Finkelstein.

Pledge of Allegiance to the Flag, led by Steve Finkelstein, Captain.

Invocation led by Pedro Carrillo, Interim CAO.

Communications From The Public

7:03:41 PM Alfred Areyan, 7008 Vinevale Avenue, expressed concern about the bonds for Walker and Florence project.

7:05:17 PM Ismael Morales, 6527 Corona Avenue, expressed concern regarding the expenditures report and requested the Council to cut some services. He also expressed concern on items 3.14, 3.18, 3.07 and 3.02 through 3.04 should not do anything with the bond.

7:07:39 PM Juliana Sanchez, no address stated, expressed concern about the financial status and requested the Council to apologize to the city.

7:11:50 PM Miguel Sanchez, no address stated, expressed concern about renewing various contracts and expressed concern about the parking administration fees to city of Inglewood.

7:14:23 PM Janice Bass, 6812 Woodward Avenue, expressed concern about item 3.17.

7:15:14 PM Jaime Luna, 7111 Heliotrope Avenue, expressed concern about the situation in Bell.

7:18:47 PM Willie Aguilar, 6925 Walker Avenue, expressed concern about hiring an Assistant CAO.

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Bell Public Finance Authority
December 13, 2010

7:24:29 PM Coco Ceja, 6936 Prospect Avenue, expressed concern about hiring an Assistant CAO, the closing of City Hall.

7:28:13 PM Marcelino Ceja, 6936 Prospect Avenue, expressed concern about the trophies given out to soccer and expressed concern about the articles that have come out since July 15, 2010

7:31:58 PM Alfredo Vasquez, 4874 Gage Avenue, requested the Council to consider the petitions on new getting new management at the mobile home parks.

7:35:11 PM Carmen Bella, 6332 Palm Avenue, thank the Council for having a translator, expressed concern about a guy picking up the recyclables, expressed concern about code enforcement, expressed concern about the 10% utility tax and expressed concern about fixing the parks.

7:38:37 PM Jesus Casas, expressed concern about items 3.01 and 3.06.

7:41:23 PM City Council recessed.

8:40:43 PM City Council adjourned due to a lack of quorum.

APPROVED THIS 11th DAY OF MAY 2011.

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 May 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

Minutes of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority
Bell Public Finance Authority
December 13, 2010

*Special Minutes of
Bell City Council*

*April 11, 2011– 7:00 P.M.
Bell Community Center
6250 Pine Avenue*

Meeting was called to order by City Clerk Valdez at 7:07:08 PM

Pledge of Allegiance led by Councilwoman Ana Maria Quintana.

7:07:53 PM

Present: Councilman Saleh, Councilman Valencia, Councilwoman Alvarez, Councilman Harber, Councilwoman Quintana

Absent: None

Also Present: Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez and Captain Miranda

Communications From The Public

7:08:13 PM Jaime Luna, 7111 Heliotrope Avenue, congratulated the new City Council.

7:09:16 PM Julie Gonzalez, Bell Chamber of Commerce, congratulated the new City Council and introduced herself to the Council.

7:10:11 PM Alfred Areyan, 7008 Vinevale Avenue, requested to extend the time for public comment from 3 minutes to 5 minutes, a bilingual interpreter for all meetings, a camera and also requested to keep the Bell Police Department.

7:11:11 PM Dennis Azevedo, no address stated, congratulated the new City Council and requested the Council to keep the Police Department and informed them that he's had the opportunity to speak Tony Miranda and discussed ways to save the city money.

7:12:31 PM Alex Paredes, 7101 California Avenue, expressed concern about the treatment he received from the inspector and requested to be considered as a e commissioners.

7:14:45 PM Richard Fierro, Consolidated Disposal, introduce himself to the Council and congratulated them.

7:15:47 PM Miguel Angel Lopez, 6822 San Luis Avenue, congratulated the new City Council.

7:16:33 PM Roger Ramirez, 4918 Beck Avenue, congratulated the New City Council and informed them and the residents on patriotism.

7:18:19 PM Jose Moreno, 6235 Corona Avenue, requested the City Council to be transparent and to involve the residents in committees.

7:21:08 PM Dr. Richard Espiritu, no address stated, congratulated the City Council and expressed concern regarding the disaster plan.

7:22:43 PM Jose Magallon, 6227 Vinevale Avenue, congratulated the City Council and requested them to include the residents in making decisions.

7:24:51 PM Herbert Molano, no address stated, congratulated and commended the City Council.

7:26:43 PM Carmen Bella, 6332 Palm Avenue, expressed concern with residents not coming out to vote and requested the City Council to do a good job and to not lie to the residents.

7:29:16 PM Donna Gannon, 6601 Prospect Avenue, congratulated the City Council and expressed concern regarding flyers from the Police Department and also expressed concern about the Police Department's salaries.

7:30:40 PM Dale Walker, 6815 Otis Avenue, welcomed and congratulated the new City Council and expressed that he is willing to work with them. He also requested the Council to make a good decision in choosing the Mayor and Vice Mayor.

7:33:22 PM Coco Ceja, 6936 Prospect Avenue, congratulated the Council and provided advice to the Council.

7:34:46 PM Juliana Sanchez, 6920 Woodward Avenue, requested to recognize the memory of her son and his vision to give each other a hug, fight for the truth and everyone would be equal.

7:38:06 PM Julia Juarez, Assembly Member Ricardo Lara's Representative, congratulated the City Council on behalf of the Assembly Member and informed them that his office is available should they need any assistance.

Annual Reorganization

City Clerk Valdez entertained nominations for the Office of Mayor.

After discussion and deliberation Councilman Saleh was appointed Mayor by the City Council for the 2011-2012 term.

Mayor Saleh entertained nominations for the Office of Vice Mayor.

7:42:38 PM After discussion and deliberation Councilman Harber was appointed Vice Mayor by the City Council for the 2011-2012 term.

7:46:04 PM Mayor Saleh, thanked the City Council for the nomination and recognized all the challenges that are ahead of them and requested the entire city to work together to become a model city and rebuild the city.

7:46:46 PM Vice Mayor Harber, thanked the City Council for the nomination and stated that he would like to start taking care of city business.

7:48:03 PM Councilman Valencia, thanked residents for being there and requested to have Council meetings at the Community Center and to continue translation services. He also expressed concern about obtaining signatures for the special meeting notice and requested to have all Councilmembers considered.

7:50:04 PM Mayor Saleh requested Interim City Attorney Casso to respond to Councilman Valencia's comments regarding the requirements on special meeting notices.

7:53:08 PM Councilwoman Alvarez, thanked residents for coming to the meeting and encouraged them to get involved.

7:53:33 PM Councilwoman Quintana, informed the City Council and residents that the meetings are being recorded and will shown on her campaign website until the City Council decides how to livestream the meetings. She also informed of a workshop she will be hosting on April 19, 2011 to discuss the Charter and Brown Act. She also informed of the Job Fair at the Bell Community Center on April 29, 2011.

Adjournment

Special City Council meeting adjourned at 7:58:18 PM in memory of Miguel Alejandro Sanchez.

APPROVED THIS 11th DAY OF MAY 2011.

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 May 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

City of Bell Agenda Report

DATE: January 27, 2011 (**April 20, 2011 Further Amended for Consideration**)
TO: Mayor and Members of the City Council
FROM: Pedro Carrillo, Interim Chief Administrative Officer
SUBJECT: Approval of Change Order No. 4 to Shawnan Corporation Agreement for Rancho San Antonio/Bell Sports Complex Off-Site Improvements at Chanslor Ave. and Service Rd. – Project Account No. 50-521-1004-0235

RECOMMENDATION:

That the City Council accept and authorize Change Order No. 4 from Shawnan Engineering Contractors (“Shawnan”) of Downey, California, for the Rancho San Antonio/Bell Sports Complex off-site improvements on Chanslor Drive and Florence Service Road in an amount not to exceed \$90,000.00. Funds for the proposed change order will come from the City’s general obligation bonds, it is anticipated that \$78,000.00 will be allocated for construction and \$12,000.00 will go toward administration, inspection and construction surveying by City/Consultant personnel.

BACKGROUND:

In November of 2008, the City approved a contract with Shawnan for the off-site improvements at the Sports Complex. These improvements have included traffic signal upgrades, Walker Avenue widening, storm drain relocation, and the paving of Florence Avenue between the 710 freeway and the Los Angeles River. The current contract has not been finalized because several improvements remain to be completed. The original contract amount was \$634,619.00. Due to change orders, the current contract expenditures are \$753,792.00.

The proposed off-site improvements are necessary to correct a serious drainage condition at the corner of Chanslor Drive and the Florence Avenue Service Road.

RECOMMENDATION:

That the City Council:

1. Accept and authorize Change Order No. 4 with Shawnan Engineering Contractors in an amount not to exceed \$90,000.00 for the off-site improvements at Chanslor Drive and Florence Road, and the use of general obligation bond funds to fund the change order.

ATTACHMENTS

1. Change Order No. 4 from Shawnan Engineering Contractors
2. Letter of Authorization
3. Copy of Original Agreement dated November 4, 2008

SHAWNAN JOB #211

C/O Bell - Chansolr Ave. PCCO

11/9/2010

Item #	Description	QTY	Unit of Measure	Unit	Extension
1	3" AC over 6" CMB	2,400	SF	\$ 8.95	\$ 21,480.00
2	Full Depth AC 12"	285	SF	\$ 11.60	\$ 3,306.00
3	8" Curb & Gutter (A2)	80	LF	\$ 30.25	\$ 2,420.00
4	WCR (Curb Ramp)	1	EA	\$ 2,450.00	\$ 2,450.00
5	Modified WCR (Curb Ramp)	1	EA	\$ 2,550.00	\$ 2,550.00
6	Driveway Approach	275	SF	\$ 7.82	\$ 2,150.50
7	4" Sidewalk	375	SF	\$ 5.95	\$ 2,231.25
8	Not used		SF	\$ -	\$ -
9	6' Cross Gutter	310	SF	\$ 7.94	\$ 2,461.40
10	Striping	1	LS	\$ 350.00	\$ 350.00
11	Remove Curb & Gutter	200	LF	\$ 6.55	\$ 1,310.00
12	Remove Sidewalk	1,250	SF	\$ 2.45	\$ 3,062.50
13	Adjust To Grade M.H. / W.V.	4	EA	\$ 600.00	\$ 2,400.00
14	Remove Exist Street Struct. Sect.	1,800	SF	\$ 4.25	\$ 7,650.00
15	Curb 4" hole & drain	1	EA	\$ 250.00	\$ 250.00
16	8" Curb & Gutter (A3)	45	LF	\$ 31.25	\$ 1,406.25
17	PCC Alley intersection	310	SF	\$ 7.98	\$ 2,473.80
18	Modbilization/Demobilization	1	LS	\$ 4,200.00	\$ 4,200.00
19	Traffic Control	1	LS	\$ 980.00	\$ 980.00
20	BMP/SWPPP Implementation	1	LS	\$ 2,975.00	\$ 2,975.00
21	SD Connection (approx. 25' RCP w/colar & 7' CB)	1	LS	\$ 11,894.00	\$ 11,894.00

Grand Total \$ 78,000.70



CITY OF BELL

May 12, 2011

ALBERT TENE, Project Manager
SHAWNAN
12240 Woodruff Ave.
Downey, CA 90241

SUBJECT: BELL SPORTS COMPLEX –SHAWNAN CHANGE ORDER NO. 4 (CHANSLOR AVE.
AND FLORENCE FRONTAGE RD.)

Mr. Tene:

Please be advised, City Council at their meeting of May 11, 2011 reviewed and authorized change order #4 in the amount of \$78,000. submitted by your Company for additional work in connection with the referenced project. This is your authorization to proceed with the work as outlined in Shawnan's Change Order No. 4 and as per Contract dated November 4, 2008. Please coordinate the work activity with City Engineer, Carlos Alvarado, Tel. No. (626) 960-1889.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

PC/er
Cc: Carlos Alvarado, P.E., City Engineer



CITY OF BELL
AGREEMENT

THIS AGREEMENT, made and entered into this 4th. day of November, 2008, by and between *The City of Bell, a Municipal Corporation*, hereinafter called *Owner*, and *Shawnan, from Downey*, hereinafter called *Contractor*.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, said Contractor agrees with said Owner to perform and complete in a workmanlike manner, all work required under the Bidding Schedule, titled:

**BELL SPORTS COMPLEX -
STREET IMPROVEMENT PROJECT
PROJECT NUMBER 50-521-1004-0235**

In accordance with the Contract Documents, Specifications and Drawings (hereafter "Specifications") therefore and any addendum therefore, to furnish at his/her own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished to the Owner, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all labor, materials, equipment, tools, and services, temporary structures, tools, and equipment and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; also for any expenses resulting from the suspension or discontinuance of work, except as in the said Specifications, are expressly stipulated to be borne by said Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings, said Owner will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the above mentioned Bidding Schedule.

ARTICLE III: The Owner hereby employs said Contractor to perform the work according to the terms of this Agreement for the above mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Notice to Bidders, Contractor's Proposal and Schedule of Work Items, Non-Collusion Affidavit, Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws, General Provisions, Special Provisions, Technical Provisions, Specifications, Drawings, and all addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

ARTICLE V: Davis-Bacon will be enforced, and if the State and Federal wage rates are applicable, then the higher of the two will be used.

ARTICLE VI: The Contractor shall commence the work covered by this contract within ten (10) calendar days after the Notice of Award of Contract has been mailed, and shall complete the Contract within one *ninety (90) calendar days* after said commencement date, unless the period for completion is extended as otherwise provided in the Contract Documents.

ARTICLE VII: For the performance of all the work required by the Contract Documents subject to additions and deductions as provided herein, the Contractor shall receive the amount of *Six Hundred Thirty Four Thousand Six Hundred Nineteen Dollars (\$634,619.00)* for completion of the contract work.

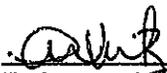
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

DATED: November 4, 2008.

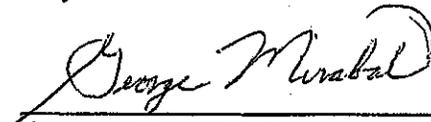
ATTEST:

City of Bell

BY:


Rebecca Valdez, City Clerk

BY:

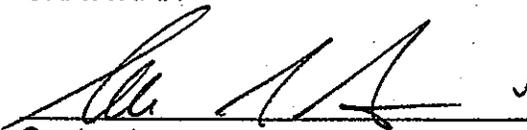

George Mirabal, Mayor

SHAWNAN

DATED:

NOV 14 2008

BY:


Contractor

Shawn A Smith, President

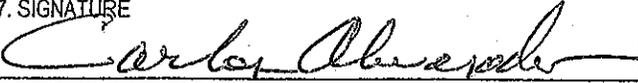
**EXTRACT OF PUBLIC
WORKS CONTRACT
AWARD**

Date of Bid Advertisement:
Oct. /16 & 23/ 2008

TO: Center for Contract Compliance
4399 Santa Anita Avenue, Suite 100
El Monte, CA 91731
(626) 444-8355 (Tel)
(626) 444-8173 (Fax)

From: Awarding Agency
Name **CITY OF BELL**
Contact Person: **CARLOS ALVARADO**
Address: **6330 Pine Ave.**
Bell, CA 90201-1291

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

2. NAME OF GENERAL CONTRACTOR SHAWNAN		3. CONTRACTOR'S LICENSE NO 679962 A&B	
4. MAIL ADDRESS (STREET NUMBER OR P.O. BOX) 12240 Woodruff Ave.		5. CITY Downey	
		6. ZIP CODE 90241	7. TELEPHONE NUMBER (562) 803-9977
8. ADDRESS OR LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND/OR COUNTY) N/E CORNER OF WALKER AVE. & FLORENCE AVE. IN THE CITY OF BELL, CA IN L.A. COUNTY			
9. CONTRACT OR PROJECT NUMBER 50-521-1004-0235		10. DOLLAR AMOUNT OF CONTRACT AWARD \$ 634,619.00	
11. STARTING DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR 05 / -- / 2009 (IUSE NUMBERS)		12. COMPLETION DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR 05 / 30 /2010 (USE NUMBERS)	
13. TYPE OF CONSTRUCTION (HIGHWAY, SCHOOL, HOSPITAL, ETC.) STREET IMPROVEMENTS		14. <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATIONS	
15. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S) Equipment operator, traffic signal technician, labor, pipeline construction, striping.			
16. Is language included in the Contract Award to effectuate the provision of section 1777.5, as required by the Labor Code?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
17. SIGNATURE 	18. TITLE CITY ENGINEER	19. DATE 12/30/09	
20. PRINTED OR TYPED NAME CARLOS ALVARADO, P.E.		21. TELEPHONE NUMBERS (626) 960-1889	

SUBCONTRACTORS LIST

SUBCONTRACTOR PLEASE SEE ATTACHED SHEETS 1 and 2		PORTION OF WORK
LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK
LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK
LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

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LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

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LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

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LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

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LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

SUBCONTRACTOR		PORTION OF WORK
LOCATION AND PLACE OF BUSINESS		
LICENSE NO.	EXPIRATION DATE: / /	PHONE ()

**BELL SPORT COMPLEX STREET IMPROVEMENTS
N/E CORNER OF WALKER AVENUE & FLORENCE AVENUE**

CITY OF BELL PREVIOUS PROJECT NO.: 04-525-3737-0235
CITY OF BELL CURRENT PROJECT NO.: 50-521-1004-0235

Name of General Contractor:

Shawnan
12240 Woodruff Ave.
Downey, CA 90241
Phone (562) 803-9977
Fax (562) 803-9955
Cont. Lic. No.679962 A&B
Expiration: 11/30/2011

Name of Subcontractors:

- 1. E. W. Harmon, Inc.**
Mr. Chad Harmon
3344 Hamner Ave.
Norco, CA 92860
Tel. (951) 371-0272, Fax (951) 371-0277
Lic. # 521512
Expiration: 12/31/2011
Portion of Work: Underground

- 2. Martinez Concrete, Inc.**
Mr. Robert Martinez
920 West Foothill Blvd.
Azusa, CA 91702
Tel. (626) 334-2979, Fax (626) 334-3365
Lic. # 394471
Expiration Date: 10/31/2010
Portion of Work: PCC Pour (in part)

3. Lincoln Pacific

Mr. John Wong
4501 Littlejohn Street
Baldwin Park, CA 91706
Tel. (626) 960-7738, Fax (626) 960-7739
Lic. # 828467
Expiration Date: 06/30/2010
Portion of Work: Electrical

4. Orange County Striping Service, Inc.

Mr. Mike Ziegler
183 N. Pixley Street
Orange, CA 92868
Tel. (714) 639-4550, Fax (714) 639-6353
Lic. #346095
Expiration Date: 03/31/2011
Portion of Work: Striping

5. Mission Paving and Sealing, Inc.

Mr. Mike Sweeney
2213 Rosemead Blvd.
South El Monte, CA 91733
Tel. (626) 452-8200, Fax (626) 452-9200
Lic. # 624257
Expiration Date: 08/31/2011
Portion of Work: Slurry

**BELL SPORT COMPLEX STREET IMPROVEMENTS
N/E CORNER OF WALKER AVENUE & FLORENCE AVENUE**

CITY OF BELL PREVIOUS PROJECT NO.: 04-525-3737-0235
CTY OF BELL CURRENT PROJECT NO.: 50-521-1004-0235

PAYMENT & PERFORMARCE BOND INFORMATION

FEDERAL INSURANCE COMPANY
15 MOUNTAIN VIEW ROAD
WARREN, NJ 07059
BOND NO. 8215-29-58

NAME OF PROJECT SUPERINTENDENT

ALBERT TENE
SHAWNAN
12240 WOODRUFF AVENUE
DOWNEY, CA 90241
(562) 760-4101

NAME OF PROJECT INSPECTOR

NORM SMITH
CITY OF BELL
(714) 875-1450

NAME AND TELEPHONE NUMBER OF THE CONTACT PERSON FOR THE PROJECT

LUIS RAMIREZ
DEPUTY CITY ENGINEER
CITY OF BELL
6330 PINE AVE.
BELL, CALIFORNIA 90201
(323) 588-6211 Ext. 220

City Of Bell Agenda Report

DATE: May 11, 2011
TO: Mayor and Council Members
FROM: Pedro Carrillo, Interim Chief Administrative Officer
SUBJECT: Professional Services Agreement with RSCC Engineering, for Interim City Engineering Services

Background:

Pursuant to Government Code Section 37103, and Municipal Code Section 10.04.020, the City may hire a traffic engineer, who shall serve as the Director of Public Works.

The City has received a proposal from RSCC Engineering, Inc. ("RSCC") to provide interim traffic engineering services. RSCC is currently providing the City with these services.

Discussion:

Under the terms of the proposed professional services agreement, RSCC will serve as the City's interim traffic engineer, and will be paid pursuant to a monthly retainer, at a rate of \$2,700.00 for the first twenty hours of services, and \$135.00 per hour thereafter.

Pursuant to the terms of the proposed scope of work, RSCC is required engage in the following: consult with staff and review all matters pertaining to engineering, attend City Council meetings, maintain municipal engineering records and maps at City Hall, advise the Chief Administrative Officer on opportunities for construction and engineering financing, assist in the preparation of capital improvement projects, review proposed land developments, and any other services generally performed by a city engineer.

Recommendation

It is recommended that the Council authorize the Interim Chief Administrative Officer to enter into a professional services agreement with RSCC Engineering, Inc. for interim engineering services, subject to the approval as to form by the Interim City Attorney. In addition, direct the Interim Chief Administrative Officer to prepare and issue a request for proposal for engineering services for a permanent City Engineer.

Attachments:

1. Professional Services Agreement

**CITY OF BELL
PROFESSIONAL SERVICES AGREEMENT FOR
INTERIM CIVIL ENGINEERING SERVICES
RSCC ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of May 2011 ("Effective Date"), by and between the City of Bell, a municipal corporation ("City") and RSCC Engineering, Inc., a California corporation ("Consultant"). City and Consultant are collectively referred to herein as "Parties" and individually as "Party".

RECITALS

A. The City desires to utilize the services of Consultant as an interim independent contractor in the field of civil engineering to advise the City concerning various engineering issues.

B. Consultant represents that it is fully qualified to perform such civil engineering by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the Parties of the mutual promises, covenants, and conditions herein contained, the Parties hereto agree as follows:

1. Consultant's Services.

1.1 Scope and Level of Services. Pursuant to the authority provided by Government Code Sections 36505 and 37103, and Municipal Code Section 10.04.020, Consultant shall serve as City's Interim Engineer and City's Traffic Engineer and shall perform general duties and functions related to civil engineering and traffic engineering as assigned by the Interim Chief Administrative Officer, or such other person designated in writing by the Interim Administrative Officer (herein referred to as "City Representative"). Consultant's duties are more particularly described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Consultant's Representations. As an express condition to City entering into this Agreement, Carlos Alvarado, P.E., shall be directly responsible for the performance of work required pursuant to this Agreement. If, at any time, the services of Carlos Alvarado, P.E. are not available to supervise the services to be performed under the terms of this Agreement, this Agreement shall be immediately cancelable at the option of City, and City shall no longer be bound to make compensation to Consultant for any purposes whatsoever after the date Carlos Alvarado, P.E. is no longer available to provide such supervision.

1.3 City's Responsibilities. The City shall make available to the Consultant all records, reports, files and other documents necessary to allow Consultant to properly perform the services required pursuant to this Agreement.

1.4 Appointment. All Engineering Personnel appointed to City shall have sufficient experience and expertise necessary to provide the Consulting Services. The Consultant shall not designate any other persons to perform the services of City Engineer without prior written permission of City.

1.5 Additional Services. In addition to the services described in Section 1.1, Consultant may provide additional services as requested by City. The Chief Administrative Officer shall have the authority to approve up to a maximum of 10 additional hours of services per month in excess of the monthly retainer. Any additional services in excess of this amount must be approved by the City Council prior to Consultant commencing work.

2. Term of Agreement. This Agreement is effective as of the Effective Date, and shall remain in full force and effect until June 30, 2011, unless sooner terminated as provided in Section 13 herein. The Parties may mutually agree to renew the Agreement for additional twelve-month terms upon the same terms and conditions set forth in this Agreement. If such renewal contemplates amendments to the terms, compensation or fee structure set forth in this Agreement, the terms, compensation, or fee structure set forth in this Agreement must be proposed in writing NO LATER THAN JUNE 30th of each year and will be subject to the review and approval of the City Council.

3. Compensation.

3.1 Compensation. Subject to the maximum sums hereafter provided, City shall pay Consultant a flat monthly retainer of Two Thousand Seven Hundred Dollars (\$2,700.00) for a maximum of 20 hours per month of civil engineering and traffic engineering services. City shall not withhold applicable federal or state payroll or other required taxes, or make other authorized deductions from any payment made to the Consultant.

3.2 Mileage Reimbursement. City shall not compensate Consultant for the time the City Engineer spends commuting to and from City and Consultant's office or the respective residences of the City Engineer. City shall compensate Consultant for the time the City Engineer spends driving within the City or between the City and another location in the discharge of their respective duties under this Agreement.

3.3 Compensation for Additional Services. Consultant shall be compensated for any additional services provided pursuant to Section 1.5 herein in accordance with Consultant's standard hourly rate schedule, attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full, or at such other rate as City and Consultant mutually agree in writing.

4. Method of Payment.

4.1 Monthly Invoices. Each month, Consultant shall submit to City Representative invoices for the services performed pursuant to this Agreement. The

invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked and the reimbursable miles driven for each day in the period. Said invoices shall be remitted to the following address set forth in Section 14 of this Agreement.

4.2 Disputed Amounts. City shall have the right to withhold from payments to Consultant reasonably disputed amounts including, without limitation, amounts for services not performed in accordance with this Agreement and costs, expenses or damages incurred by City as a result of Consultant's breach of this Agreement or Consultant's negligence.

4.3 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 3.1.

4.4 Audit of Records. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by the City.

4.5 Notice of Changes. Consultant shall provide written notice to the City no later than twenty (20) days after the occurrence of any event (including any direction by the City) which Consultant believes requires a change in its compensation or the time for performance of its obligations under this Agreement. Said notice shall describe the event and the basis for any change in compensation or time for performance requested by Consultant. The Parties shall thereafter meet and confer to determine whether such a change is appropriate. However, no such change to this Agreement may be made except by written amendment to this Agreement executed by the Parties. Consultant's failure to provide the notice required under this Paragraph shall constitute a waiver of its right to seek a change in its compensation or the time for performance of its obligations under this Agreement.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care and expertise prevailing in California for the performance of such services, and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents, original plans, stamps, specifications, exhibits or other written material created or developed by Consultant 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 Consultant. Any re-use 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 Consultant for such use. Nothing in this Section 6 shall be construed to prohibit Consultant from retaining copies for its records of any reports, documents, original plans, stamps, specifications, exhibits or other written material covered by this section.

6.1 Consultant shall notify and obtain written approval from the City before presenting verbal or written information to outside individuals or entities about the services or project for which Consultant was retained.

6.2 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to, equipment, devices, processes, and software programs used or incorporated in the work performed under this Agreement. Consultant shall defend, indemnify hold the City, its officers, directors agents, employees, representatives and assigns harmless from any and all claims, demands, suits at law, and actions of every nature for or on account of the use of any patented or copyrighted materials.

7. Status as Independent Contractor. Consultant is an independent contractor and neither Consultant nor any employee of Consultant is or will be treated as an employee of the City under this Agreement. City controls the result to be accomplished under this Agreement, but not the means by which Consultant achieves such results.

7.1 Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled. Consultant is solely responsible for any taxes levied by local, state or federal authorities on such sums. Consultant shall defend and indemnify the City for any taxes, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to properly withhold taxes as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of City.

7.2 City will not make any contribution to any retirement plan or Social Security on behalf of Consultant or any of Consultant's employees. Consultant shall defend and indemnify the City for any contribution, fines, penalties and attorneys' fees assessed or threatened to be assessed against City for failure to contribute to any retirement plan or Social Security as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of City.

7.3 City will not make any payments to Consultant, or Consultant's employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker's compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Consultant shall defend and indemnify the District for any payment, fines, penalties and attorneys' fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Consultant, or any of Consultant's employees, is an employee rather than an independent contractor of City.

7.4 Consultant shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant 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. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant'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.

10. Indemnification. Consultant shall indemnify, defend and hold harmless the City and its directors, officers, employees, agents and representatives (collectively "City"), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by City ("Losses"), as a result of Consultant's breach of any provision of this Agreement, Consultant's failure to comply with applicable laws, Consultant's negligent acts or omissions, or Consultant's willful misconduct. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the City may have including, without limitation, the right to implied indemnity.

11. Insurance. Consultant, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the City. The coverages provided by such insurance shall not be construed as limitations of liability.

11.1 Required Policies.

11.1.1 Commercial General Liability Insurance (contractual, products, and completed operations coverages included)

with a combined single limit of no less than \$1,000,000 and a general aggregate limit of no less than \$1,000,000.

- 11.1.2 Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.
- 11.1.3 Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 11.1.4 Employers' Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 in the aggregate.
- 11.1.5 Workers' Compensation Insurance as required under the Workers' Compensation Insurance and Safety Act of the State of California.

11.2 Required Terms.

- 11.2.1 All policies except workers' compensation shall name as additional insureds the City, its directors, officers, employees, agents and representatives.
- 11.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.
- 11.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the City.
- 11.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the City. All policies shall include waivers of subrogation in favor of the City and its insurers.
- 11.2.5 All policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the City and having a Best rating of A or better.

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

13. Termination. City shall have the right to terminate this Agreement for any reason on thirty (30) calendar days written notice to Consultant. Consultant shall be paid for authorized services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall have no other claim against City by reason of such termination. Following any termination of this Agreement, Consultant shall promptly return all City property, and shall likewise provide to City all finished and unfinished data, studies, maps, reports, and other deliverables and work-product prepared by Consultant pursuant to this Agreement.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

City: Chief Administrative Officer
City of Bell
6330 Pine Ave.
Bell, California 90201
Fax: (323) 771-9473

Consultant: Carlos Alvarado, P.E.
President
RSCC Engineering, Inc.
15859 E. Edna Pl., Suite 105
Irwindale, CA 91706
Fax:

15. Substance Abuse Policy. The City Engineer shall be required to sign proper documentation for the maintenance of a drug-free workplace.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall perform its services under this Agreement in compliance with all applicable federal, state and local laws, ordinances, codes, rules, regulations and professional standards ("Applicable Laws"). By entering into this Agreement, Consultant represents and warrants that it possesses and will keep current all licenses and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

18. 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 Consultant 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 Consultant, 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.

19. 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, expert witness fees and arbitration fees and costs, in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

20. Arbitration. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The Parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The Parties shall split the cost of the arbitrator's fee and any court reporter required by the arbitrator or if both Parties agree to having the proceedings taken down by a court reporter.

21. 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, this provisions of the Agreement shall prevail.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant 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. This Agreement shall be construed as a product of the joint effort between the Parties and shall not be construed against either Party as its drafter.

23. Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The Parties agree that the venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

24. Equal Opportunity. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

25. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

CITY OF BELL

By: _____
PEDRO CARRILLO
Interim Chief Administrative Officer

ATTEST:

By: _____
REBECCA VALDEZ
City Clerk

Approved as to Form:
Meyers Nave Riback Silver & Wilson

By: _____
JAMES M. CASSO
Interim City Attorney

CONSULTANT

RSCC ENGINEERING, INC.

By: _____
Name: CARLOS ALVARADO
Title: President

EXHIBIT A
SCOPE AND LEVEL OF SERVICES

CITY OF BELL

INTERIM CIVIL ENGINEERING SERVICES

Interim City Engineer shall administer the functions pertaining to the engineering needs of the City, including but not limited to the following:

GENERAL ADMINISTRATIVE FUNCTIONS

1. Be available to consult with staff on all matters relating to engineering.
2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices as well as with local, state, and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
4. Attend Council, Commission, and Committee meetings as requested by the Chief Administrative Officer or his/her designee.
5. Direct other contract engineering services to assure compatible and timely response to City needs.
6. Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.
7. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the City Manager or his/her designee.
8. Perform other engineering related functions as directed by the Interim Administrative Officer or his/her designee.
9. Advise the Chief Administrative Officer or his/her designee as to engineering and construction financing available from other government agencies and, when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant Caltrans/Federal requirements.
10. Provide technical assistance for City personnel when so directed.
11. Provide for enforcement of engineering related City ordinances.
12. Provide inspection services for investigations of engineering related complaints and conditions.

13. Assist clerical staff in management of records relating to engineering. Serve as liaison to the City Clerk for engineering related matters.
14. Provide public information regarding municipal engineering matters.
15. Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
16. Solicit proposals for capital improvement project design work.
17. Assist the Chief Administrative Officer in the review and evaluation of bid submittals.
18. Provide construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
19. Advise the City on National Pollution Discharge Elimination System (NPDES) compliance.
20. Provide (4) four hours of public counter or inter office service per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, sub-division maps and other engineering related issues.

DEVELOPMENT REVIEW FUNCTIONS

1. Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State Law
2. Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final, and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
3. Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies within (30) days, specifying those items needed to complete the application
4. Establish performance, labor, and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.
5. Provide such necessary and related functions as are the normal practice of the City Engineer in control of private development.

EXHIBIT A

**CITY OF BELL
APPROVED FEE SCHEDULE
CIVIL ENGINEERING SERVICES**

Monthly Retainer and Schedule of Hourly Rates

Monthly Retainer

City Engineer (20 hours monthly, additional hours @ published billing rates.)	\$2,700.00
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EXHIBIT "A"
SCHEDULE OF HOURLY RATES

POSITION	HOURLY RATES
Principal in Charge/City Engineer	\$135.00
Registered Engineer	\$115.00
Sr. Designer (Civil)	\$90.00
Traffic Engineer (Design)	\$90.00
Project Coordinator	\$90.00
Technician/CA Operator	\$70.00
Draftsperson	\$65.00
Sr. Inspector	\$65.00
Survey Crew (1 Man) with Equipment	\$130.00
Survey Crew (2 Man) with Equipment	\$160.00
Survey Crew (3 Man) with Equipment	\$225.00
Delivery Services	Actual Cost
Document Reproduction Cost	Actual Cost
Other Special Services by Others Under RSCC Supervision	Actual Cost

1548847.4

**General
Warrants
for
April 2011**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47628	04/06/11	110401	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5707-10	948.25
47629	04/07/11	110401	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5703-06	1,479.06
47630	04/07/11	110401	EL NUEVO MUNDO SUPER MARKET MISC SUPPLIES-SWEARING IN CEREMONY	230.00
47631	04/08/11	110401	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C.CTR	93.15
47632	04/08/11	110401	ANANCA LARIOS PETTY CASH REIMB-C.H.	537.10
47633	04/08/11	110401	VOID VOID-TEST PRINT	0.00
47634	04/08/11	110401	VOID VOID-TEST PRINT	0.00
47635	04/08/11	110401	AT&T MOBILITY TELEPHONE BILLING-2/21-3/20/11 DISPATCH-BELL P.D. TELEPHONE BILLING-2/24-3/23/11 DISPATCH-BELL P.D.	1,072.13
47636	04/08/11	110401	DIRECTV SATELLITE-3/29-4/28/11-LB PK	86.99
47637	04/08/11	110401	EL DORADO HOTEL & CASINO DEPOSIT-EXCURSION 6/5-8/11	250.00
47638	04/08/11	110401	LION EXPRESS TRANSPORTATION SVCS-4/16/11 EXCURSION	808.00
47639	04/08/11	110401	MARIO MINJANGO MISC SVCS-4/8/11 CLUB AZUCAR	275.00
47640	04/08/11	110401	RICARDO REYES REFUND-SAFEKEEPING DR#11-411	337.16
47641	04/08/11	110401	MICHAEL SERRENO MISC SVCS-4/8/11 CLUB AZUCAR	219.50
47642	04/08/11	110401	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-APRIL '11	1,035.25
47643	04/08/11	110401	U.S. POSTAL SERVICE POSTAGE METER REFILL	2,000.00
47644	04/08/11	110401	WELLS FARGO BANK	4,442.74

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			W.C. ACCT REPLENISH CK#5711-18	
47645	04/11/11	110401	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5722-23 W.C. ACCT REPLENISH CK#5719-20	1,970.89
47646	04/14/11	110401	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5724	610.00
47647	04/14/11	110401	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5725-28	4,668.44
47648	04/15/11	110401	URBAN & ASSOCIATES, INC. INTERIM CAD CONTRACT-4/16-30	7,291.67
47649	04/27/11	110401	VOID VOID-TEST PRINT	0.00
47650	04/27/11	110401	VOID VOID-TEST PRINT	0.00
47651	04/27/11	110401	VOID VOID-TEST PRINT	0.00
47652	04/27/11	110401	VOID VOID-TEST PRINT	0.00
47653	04/27/11	110401	APARICIO-MERCADO LAW, SETTLEMENT PAYMENT	4,999.00
47654	04/27/11	110401	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 4/29/11	227,666.53
47655	04/27/11	110401	ROSA HERNANDEZ & HER ATTORNEYS SETTLEMENT-5TH PAYMENT	45,000.00
47656	04/27/11	110401	URBAN & ASSOCIATES, INC. INTERIM CAD CONTRACT-5/1-15/11	7,291.67
47657	04/27/11	110401	WELLS FARGO BANK W.C. ACCT REPLENISH CK#5729-39	5,438.50
47658	04/28/11	110401	FLEET SERVICES GAS CONSUMPTION-3/3-30/11 BELL P.D.	11,846.46
TOTAL		31 CHECKS		330,597.49
*W0000567	04/01/11	110403	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-APR '11	871.67
W0000568	04/01/11	110403	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-APR '11	107,917.67

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
W0000569	04/04/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-PY 2/4/11 1-2011-5	56,764.84
W0000570	04/08/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-PY 1/7/11 1-2011-3	4,777.36
W0000571	04/08/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-HOLIDAY PY 2/4/11	2,388.73
W0000572	04/08/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTMNT PYMT-PY 2/18/11 2-2011-3	57,044.79
W0000573	04/11/11	110403	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 4/1/11	10,912.12
W0000574	04/14/11	110403	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 4/15/11	282,508.91
W0000575	04/19/11	110403	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 4/15/11	14,004.48
W0000576	04/22/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-HOLIDAY PY 3/4/11	2,388.73
W0000577	04/22/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-PY 3/4/11 2-2011-4	55,824.06
W0000578	04/22/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTMNT PYMT-PY 3/18/11 3-2011-3	57,437.24
W0000579	04/22/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-PY 4/1/11 3-2011-4	55,993.10
W0000580	04/22/11	110403	CAL--PUBLIC EMPLOYEE RETIREMENT RTMNT PYMT-PY 4/15/11 4-2011-3	58,550.96
TOTAL	14 WIRES			767,384.66
TOTAL				1,097,982.15

General
Warrants
for
May 1-11, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47659	05/05/11	110501	VOID VOID-TEST PRINT	0.00
47660	05/05/11	110501	VOID VOID-TEST PRINT	0.00
47661	05/05/11	110501	AT&T TELEPHONE BILLING-3/7-4/6/11 BELL P.D. TELEPHONE BILLING-3/2-5/1/11 6330 PINE AVE TELEPHONE BILLING-3/2-4/1/11 MTA EQUIPMENT	3,563.63
47662	05/05/11	110501	AT&T-LONG DISTANCE TELEPHONE BILLING-3/1-31/11 6330 PINE AVE	19.01
47663	05/05/11	110501	CALIFORNIA WATER SERVICE WATER BILLING-3/2-29/11 RICKENBAKER & EASTERN WATER BILLING-3/2-29/11 BANDINI-AMLAERHT AVE	137.00
47664	05/05/11	110501	GOLDEN STATE WATER COMPANY WATER BILLING-2/14-3/14/11 FLORENCE & WALKER WATER BILLING-2/14-3/14/11 6250 PINE AVE WATER BILLING-2/14-3/14/11 6330 PINE AVE WATER BILLING-2/14-3/14/11 6707 FP BEAR AVE WATER BILLING-2/14-3/14/11 4403 GAGE AVE WATER BILLING-2/14-3/14/11 6707 BEAR AVE WATER BILLING-2/14-3/14/11 6707 IRR BEAR AVE WATER BILLING-2/14-3/14/11 5320 GAGE AVE WATER BILLING-2/14-3/14/11 6522 ATLANTIC AVE WATER BILLING-2/14-3/14/11 6330 PINE AVE WATER BILLING-2/14-3/14/11 6420 WILCOX AVE WATER BILLING-2/14-3/14/11 ATLANTIC & BECK WATER BILLING-2/14-3/14/11 5234 GAGE AVE WATER BILLING-2/14-3/14/11 6526 WILCOX AVE	3,704.85

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47665	05/05/11	110501	GOLDEN STATE WATER COMPANY WATER BILLING-2/14-3/14/11 4377 GAGE AVE WATER BILLING-2/14-3/14/11 ATLANTIC & GAGE WATER BILLING-2/14-3/14/11 4460 GAGE AVE WATER BILLING-2/14-3/14/11 3782 GAGE AVE WATER BILLING-2/14-3/14/11 4200 GAGE AVE WATER BILLING-2/14-3/14/11 6301 CLARKSON WATER BILLING-2/14-3/14/11 RIVER DR/SOUTHALL LN WATER BILLING-2/14-3/14/11 FLORENCE AVE & CHANSLOR	1,570.87
47666	05/05/11	110501	MAYWOOD MUTUAL WATER CO WATER BILLING-2/19-4/19/11 5107 FILMORE ST WATER BILLING-2/19-4/19/11 GAGE/CASITAS LANDSCAPE WATER BILLING-2/18-4/15/11 SO OF 6240 ATLANTIC WATER BILLING-2/18-4/15/11 4501, 4505, 4509 E GAGE AVE	191.10
47667	05/05/11	110501	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-2/17-3/21 4357 GAGE AVE-Y.D.T.L.D.T. ELECTRICAL BILLING-3/17-4/15 6901 1/2 RIVER DR ELECTRICAL BILLING-3/5-4/5/11 6590 WILCOX PED ELECTRICAL BILLING-3/1-4/1/11 6330 PINE AVE	3,571.36
47668	05/05/11	110501	WELLS FARGO BANK W.C. ACCT REPLENISH-CK#5740-46 W.C. ACCT REPLENISH-CK#5747-51 W.C. ACCT REPLENISH CK#5752-53	8,827.82
47669	05/11/11	110502	ADMIN SURE W.C./LIABILITY SVCS-APR'11	2,520.00
47670	05/11/11	110502	ROBERT I. ALVARADO REFUND-PARKING CITE#100007261	106.00
47671	05/11/11	110502	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-MAR'11	12,268.66
47672	05/11/11	110502	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD	1,776.61

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47673	05/11/11	110502	AMERICAN RELIANCE INC. MOBILE PC MAINT-BELL P.D.	238.14
47674	05/11/11	110502	APPLIED BEST PRACTICES PROF SVCS-12/28/10-3/2/11	798.25
47675	05/11/11	110502	ARCINA RISK GROUP DATABASE CONSULTING SVCS 1/17-3/11/11	8,000.00
47676	05/11/11	110502	AZTECA LANDSCAPE LANDSCAPE MAINTENANCE-APR '11	1,300.00
47677	05/11/11	110502	BELL CHAMBER OF COMMERCE 1/2 CONTRACT PAYMENT-APR '11	3,150.00
47678	05/11/11	110502	BELL SERVICE CENTER FLAT SERVICE FEE-APR '11 VARIOUS REPAIRS-UNIT #100 LUBE, OIL AND FILTER VARIOUS REPAIRS-UNIT #334 LUBE, OIL, AND FILTER MOUNT TIRES REPLACED DRIVE BELT VARIOUS REPAIRS-UNIT #351 AUTOMATIC TRANSMISSION VARIOUS REPAIRS-UNIT #352 LUBE, OIL, AND FILTER FUEL INJECTION CLEANING VARIOUS REPAIRS-UNIT #362 REPLACED WINDSHIELD VARIOUS REPAIRS-UNIT #337 LUBE, OIL, AND FILTER MOUNT TIRES REPLACE HUB BEARING, BATTERY VARIOUS REPAIRS-UNIT #355 LUBE, OIL, AND FILTER MOUNT TIRES VARIOUS REPAIRS-UNIT #361 MOUNT TIRES REAR BRAKE PADS VARIOUS REPAIRS-UNIT #329 LUBE, OIL, AND FILTER VARIOUS REPAIRS-UNIT #338 LUBE, OIL, AND FILTER REPAIRED CODE 3 LIGHTS REPLACE BATTERY VARIOUS REPAIRS-UNIT #340 LUBE, OIL & FILTER AIR BAG LIGHT VARIOUS REPAIRS-UNIT #359 REPLACED SHIFTER VARIOUS REPAIRS-UNIT #363 LUBE, OIL, AND FILTER	4,522.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47679	05/11/11	110502	BELL SERVICE CENTER FLAT SERVICE FEE-MAR'11 VARIOUS REPAIRS-UNIT #359 LUBE, OIL, AND FILTER VARIOUS REPAIRS-UNIT #356 LUBE, OIL AND FILTER REPLACE STARTER, BATTERY CABLES MOUNT TIRES VARIOUS REPAIRS-UNIT #341 REPLACE STARTER REPAIR SPOTLIGHT VARIOUS REPAIRS-UNIT #353 LUBE, OIL, AND FILTER REPAIRED CODE 3 LIGHTS	1,471.92
47680	05/11/11	110502	BRADLEY'S PLASTIC BAGS MISC SUPPLIES-PARKING ENF.	123.19
47681	05/11/11	110502	CARPENTER, ROTHANS & DUMONT LEGAL FEES-11/30/10 MCSWEENEY LEGAL FEES-12/1-1/28 MCSWEENEY LEGAL FEES-2/1-28/11 MCSWEENEY	30,718.83
47682	05/11/11	110502	LUCIA CASTILLO BALLET INSTRUCTOR-3/28-5/6/11	532.00
47683	05/11/11	110502	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-APR'11	300.00
47684	05/11/11	110502	COMSERCO, INC. TEST & REPAIR-2/4/11 BELL P.D. MAINTENANCE BILLING-4/1-30/11 BELL P.D.	1,421.00
47685	05/11/11	110502	CONCORD DOCUMENT SERVICES, INC COPY MACHINE LEASE-AUG-DEC'10	12,719.31
47686	05/11/11	110502	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-MAR'11	96,389.66
47687	05/11/11	110502	CSG CONSULTANTS, INC. PLAN CHECK SVCS-MAR'11	1,233.40
47688	05/11/11	110502	DAPPER TIRE CO TIRE FLEET-BELL P.D.	514.70
47689	05/11/11	110502	DATAQUICK INFORMATION SYSTEMS DATA INFORMATION-MAR'11	93.00
47690	05/11/11	110502	DATASTREAM BUSINESS SOLUTIONS, HP9000 PROGRAMMING-MAR'11	712.50
47691	05/11/11	110502	DELTA DENTAL SERVICE DENTAL INS CLAIMS-MAR'11	14,152.87

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			DENTAL INS ADMIN FEE-MAR'11	
47692	05/11/11	110502	COUNTY OF LOS ANGELES ANIMAL HOUSING-MAR'11	5,590.74
47693	05/11/11	110502	DEPT. OF CONSERVATION SMIP FEE REPORT-OCT-DEC'08 JAN-MAR'11	262.69
47694	05/11/11	110502	DIANA Y. CHO & ASSOCIATES, INC CDBG CONSULTING SVCS-MAR'11	5,600.00
47695	05/11/11	110502	VINCENT DIAZ KUNG FU INSTRUCTOR-3/28-5/6/11	358.40
47696	05/11/11	110502	F.P. PRINTING ENVELOPES-ADMIN LOUD PARTY NOTICE CARDS	1,289.56
47697	05/11/11	110502	FEDERAL EXPRESS DELIVERY SVCS-3/30/11 BELL P.D	98.80
47698	05/11/11	110502	LAARNI D. FERNANDEZ REFUND-BASEBALL	40.00
47699	05/11/11	110502	G4S SECURE SOLUTIONS (USA) INC. CUSTODIAL SVCS-3/1-31/11	15,744.04
47700	05/11/11	110502	GLENDALE FIRESYSTEMS, INC. 24 HR FIRE ALARM-LB PK SERVICE CALL-4/4/11 VETS PK QE FIRESHIELD 1004 NO DIALTONE ON LINE 2	510.00
47701	05/11/11	110502	HINDERLITER DE LLAMAS & CONTRACT SVCS-SALES TAX2ND QTR	2,067.52
47702	05/11/11	110502	HUNTINGTON PARK RUBBER NAME PLATES-C.MEMBERS	202.20
47703	05/11/11	110502	IJSS INC. DBA TONERZONE INK CARTRIDGES-BELL P.D. INK CARTRIDGE-BELL P.D. TONER CARTRIDGE-BELL P.D.	360.08
47704	05/11/11	110502	INTEGRATED OFFICE TECHNOLOGY COPIER BASE-ADMIN COPIER OVERAGE W/SUPPLIES	838.99
47705	05/11/11	110502	J. BERRY COMPANY, INC. A.C. MAINT-BELL LIBRARY REPLACED THERMOSTAT	282.78
47706	05/11/11	110502	KAISER PERMANENTE COBRA HEALTH BENEFITS	4,381.38

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			DEC'10-MAR'11 E. EGGENA	
47707	05/11/11	110502	KELDON PAPER COMPANY PAPER-BELL P.D. PAPER-C.CTR	1,326.88
47708	05/11/11	110502	LA COUNTY SHERIFF DEPT. BOOKING FEES-10/1-12/31/10	348.67
47709	05/11/11	110502	ADOLFO LOPEZ JR. REFUND PARKING CIT #100006899	118.00
47710	05/11/11	110502	LOS ANGELES COUNTY MTA TAP BUS PASS-MAR'11	6,198.00
47711	05/11/11	110502	LOS ANGELES HARLEY-DAVIDSON MOTORCYCLE MAINT-BELL P.D. MOTORCYCLE MAINT-BELL P.D.	498.21
47712	05/11/11	110502	MEDINA CONSTRUCTION 25% INCOME TAX WITHHELD ORDER LANDSCAPING MAINT-APR'11 RIVER BED FROM GAGE TO LIVE INCLUDING FLORENCE AVE LANDSCAPING MAINT-APR'11 CITY FACILITIES VILLAGE PARK ENTRANCE INSTALLED PAVEMENT MARKER, IRON FENCE, REPO POST SEWER REPAIR-4600 FLORENCE AVE P.W/GEN MAINT SVCS-APR'11	22,752.00
47713	05/11/11	110502	MERRILL COMMUNICATIONS LLC ELECTRONIC PROCESSING-MAR'11	2,238.05
47714	05/11/11	110502	NEXTEL COMMUNICATIONS CELLULAR BILLING-12/1-1/1/11 BCHA/BELL P.D. CELLULAR BILLING-1/2-2/1/11 BCHA/BELL P.D. CELLULAR BILLING-2/2-3/1/11 BCHA/BELL P.D. CELLULAR BILLING-3/2-4/1/11 BCHA/BELL P.D.	523.43
47715	05/11/11	110502	OFSI COPIER LEASE-4/1-31/11 PAYMENT #23	447.78
47716	05/11/11	110502	OCE IMAGISTICS INC. COPIER MAINT-C.H. & C.CTR COPIER MAINT-BELL P.D.	795.35
47717	05/11/11	110502	OLDTIMERS FOUNDATION PARATRANSIT SVCS-MAR'11	40,904.40

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47718	05/11/11	110502	ORANGE COUNTY SHERIFF'S DEPT TUITION-6/6-10/11 L.M. R.M.	110.00
47719	05/11/11	110502	KIMBERLYNN PEREZ SALINAS REFUND-BASEBALL	100.00
47720	05/11/11	110502	PHOTO STUDIO CERVANTES PHOTOGRAPHY SVC-CITY COUNCIL	675.00
47721	05/11/11	110502	QUICK DISPENSE MISC SUPPLIES-BELL P.D. MISC SUPPLIES-C.H. MISC SUPPLIES-BELL P.D.	512.62
47722	05/11/11	110502	QUILL CORPORATION OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-PARKS & REC	746.19
47723	05/11/11	110502	RELIA-TECH COMPUTER SUPPLIES-BELL P.D. COMPUTER SUPPLIES-BELL P.D. COMPUTER SUPPLIES-BELL P.D. DISPATCH	1,251.10
47724	05/11/11	110502	JOSEFINA RIVAS AEROBICS INST-3/28-5/6/11 VETS PK & LB PK	1,136.00
47725	05/11/11	110502	GILBERT RIVAS REFUND PARKING CIT #100018798	143.00
47726	05/11/11	110502	RODRIGO RODARTE SUBSISTENCE-6/6-17/11	300.00
47727	05/11/11	110502	ROSE CLEANERS & LAUNDRY BLANKET CLEANING SVCS-3/2-25 BELL P.D.	160.00
47728	05/11/11	110502	RSCC ENGINEERING, INC ENGINEERING SVCS-APR'11 ENGINEERING SVCS-APR'11 BELL SPORT COMPLEX GOLDEN STATE WATER CO. ENGINEERING SVCS-APR'11 ALAMO AVE STREET REHAB.	6,030.00
47729	05/11/11	110502	SAM'S CLUB MISC SUPPLIES-PARKS	680.46
47730	05/11/11	110502	SAVAS SIGNWORKS JOB FAIR BANNER	158.04
47731	05/11/11	110502	SEQUOIA	4,409.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MATERIALS & INSPECTION SVCS JAN-MAR'11 ALAMO AVE STREET	
47732	05/11/11	110502	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-MAY'11	822.00
47733	05/11/11	110502	STATE OF CALIFORNIA 25% INCOME TAX WITHHELD-L.M.	7,584.00
47734	05/11/11	110502	STEARNS WILLIAMS REPORTING COURT REPORTER FEES COPY OF TRANSCRIPT	647.50
47735	05/11/11	110502	KOUTAI TAN REFUND PARKING CIT #4001357	349.00
47736	05/11/11	110502	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-APR'11	395.10
47737	05/11/11	110502	TRANSTECH PLAN CHECK SVCS-4/8/11	152.50
47738	05/11/11	110502	U.S. HEALTH WORKS PRE-EMPLOYMENT PHYSICALS R.RENDON R.CHAVEZ J.LOPEZ	92.00
47739	05/11/11	110502	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-MAR'11	21.00
47740	05/11/11	110502	VISION SERVICE PLAN (CA) VISION CLAIMS-MAR'11	1,242.85
47741	05/11/11	110502	WELLS FARGO BANK, N.A. D.B. PLAN ADMIN FEE-JAN-MAR'11	1,158.00
47742	05/11/11	110502	WELLS LOCK & KEY LOCKSMITH SVCS-C.H. SERVICE CALL/REKEY 3 LOCKS	180.00
TOTAL		84 CHECKS		359,481.49
*W0000581	05/03/11	110503	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 1/7/11	10,083.49
W0000582	05/03/11	110503	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 1/7/11	2,663.18
W0000583	05/03/11	110503	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 4/29/11	9,938.33
W0000584	05/04/11	110503	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-MAY'11	870.53

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
W0000585	05/04/11	110503	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-MAY'11	71,876.47
W0000586	05/05/11	110503	CAL-PUBLIC EMPLOYEE RETIREMENT RTMNT PYMT-HOLIDAY PY 4/15/11	2,305.18
W0000587	05/05/11	110503	CAL-PUBLIC EMPLOYEE RETIREMENT RTMNT PYMT-PY 4/29/11 4-2011-4	55,948.03
TOTAL	7 WIRES			153,685.21
TOTAL				513,166.70

City of Bell Agenda Report

DATE: May 11 , 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Los Angeles River Trash Total Maximum Daily Load (TMDL) - Approval for the City of Bell to Join the Jurisdictional Group No. 2 of the Los Angeles Regional Water Quality Control Board to comply with Monitoring and Reporting Program CI No. 6948 of Board Order 01-182, as amended

RECOMMENDATION:

Based on lower economic costs for larger number of City participants, adoption is recommended for the City of Bell Council to Approve the MOA Special Study between the Gateway Cities Council of Governments and the City of Bell. Also authorize the expenditure of an \$18,383.77 during the next ensuing 3 year period.

BACKGROUND:

The City would be participating with 37 Cities and LA. County for the purpose of conducting special studies to the L.A. River to determine the characteristics of the river's water discharge.

RECOMMENDATION

That the City Council by motion:

Approve the MOA in participating with other Cities and allowing the GCCOG to serve as fiduciary agent in collecting fees for the ensuing three years. Maximum cost not to exceed \$18,383.77. Fund Account No. 01-525-3200-0235.

ATTACHMENTS

Memorandum of Agreement between the Gateway Cities Council of Governments and City of Bell

MEMORANDUM OF AGREEMENT
BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND THE CITY OF BELL

REGARDING THE ADMINISTRATION AND COST SHARING TO UNDERTAKE
SCIENTIFIC STUDIES TO DEVELOP SITE SPECIFIC OBJECTIVES (SSO)
APPLICABLE TO THE LOS ANGELES RIVER AND TRIBUTARIES METALS
TMDL

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and the City of Bell, a California municipal corporation ("City"); (hereinafter "Party" or "Parties") with respect to the following:

RECITALS

WHEREAS, the mission of the GCCOG includes environmental planning and providing technically sound analyses to its member cities and agencies; and

WHEREAS, fifteen of the GCCOG's member cities are located within the Los Angeles River watershed, and the GCCOG has previously entered into interagency agreements, with these and other cities, the California Department of Transportation ("Caltrans") and the County of Los Angeles to undertake projects and studies of regional significance, including the Los Angeles River and Tributaries Metals Total Maximum Daily Load ("Los Angeles River Metals TMDL" or "TMDL") Coordinated Monitoring Plan; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the TMDL in September of 2007, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the Parties recognize that the TMDL is not self-enforcing, but could become enforceable by incorporation into National Pollutant Discharge Elimination System (NPDES) Permits such as those regulating Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated cities therein; and

WHEREAS, this TMDL constrains runoff discharges from construction sites, industrial facilities, forty Cities, Caltrans, the County of Los Angeles, and other permittees, requiring cooperation among the Participating Agencies, as set forth in Exhibit "C" hereto; and

WHEREAS, a Los Angeles River Watershed Management Committee, required by the Municipal Storm Water NPDES Permit, meets on a regular basis and is attended by representatives of the Participating Agencies; and

WHEREAS, a TMDL Technical Committee, consisting of representatives from the Participating Agencies, has been established to understand the TMDL requirements and plan potential compliance and implementation strategies; and

WHEREAS, a TMDL Steering Committee, consisting of representatives from the Participating Agencies, has been established to provide administrative oversight regarding implementation of the TMDL; and

WHEREAS, the Los Angeles Rivers Metals TMDL allows and encourages Participating Agencies to undertake technical or scientific studies to improve understanding of the complex interactions of river constituents within the context of both the urban and natural watershed environments; and

WHEREAS, the City of Los Angeles oversaw completion of a Preliminary Water-Effects Ratio (WER) study and supported development of the TMDL SSO work plan dated May 20, 2009 by Larry Walker Associates (LWA), which was reviewed by Participating Agency and Regional Board representatives; and

WHEREAS, the LWA work plan proposes to undertake Copper Water Effects Ratio and Lead Recalculation studies, that should provide data to support development of a Basin Plan Amendment with Site Specific Objectives; and

WHEREAS, the Participating Agencies met on February 25, 2010 to learn about SSO studies and a majority agreed to support the proposed studies; and

WHEREAS, the Participating Agencies have cooperated in resolving outstanding questions and developing this Agreement to fund the study; and

WHEREAS, undertaking the TMDL SSO studies requires professional administrative and fiduciary services that the Participating Agencies desire the GCCOG to provide, and the GCCOG has agreed to provide such services; and

WHEREAS, a work plan for the Copper Water-Effects Ratio and Lead Recalculation studies, which are the services to be provided by Larry Walker Associates, is attached hereto as Exhibit "A", and Project Management related to these studies, which will be provided by Flow Sciences, Inc., is attached hereto as Exhibit "B"; and

WHEREAS, the Participating Agencies have agreed to share in fully funding the proposed Los Angeles River Metals TMDL Site Specific Objectives studies, including those costs incurred by the GCCOG in administering this Agreement, based on the 3 year cost allocations contained in Exhibit "D"; and

WHEREAS, the GCCOG will endeavor to execute materially and substantially similar cost sharing agreements with all of the Participating Agencies, identified in Exhibit "C" attached hereto, before this Agreement becomes enforceable, unless stated otherwise elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund implementation of the proposed TMDL Site Specific Objectives Studies.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement to support the TMDL Site Specific Objectives studies.

Section 5. Term. This Agreement shall remain and continue in effect until completion of the TMDL SSO studies and proposed Basin Plan Amendment.

Section 6. Technical Scope of Services. The technical scope of services for the TMDL Site Specific Objectives studies is set forth in Exhibit "A" hereto and incorporated into this Agreement by this reference.

Section 7. Project Management Services. The project management services for the TMDL Site Specific Objectives studies is set forth in Exhibit "B" hereto and incorporated into this Agreement by this reference.

Section 8. Role of the GCCOG.

- a) For an estimated sum of \$10,000 per fiscal year for four fiscal years, the GCCOG shall provide administrative and fiduciary services related to implementation of the Los Angeles River Metals TMDL SSO studies. The GCCOG service costs shall include compensation for staff time, audit expenses, and costs incurred in administrating agreements.
- b) The GCCOG shall enter into substantially and materially similar agreements with each of the Participating Agencies to effectuate the purposes of the Agreement.
- c) To effectuate the Agreement, based on the services and costs identified in Exhibits "A" and "B", the GCCOG shall invoice and collect

payment from the Participating Agencies, based on the SSO studies cost allocation estimates as set forth in Exhibit "D." Any overpayment or underpayment shall be credited or billed to the next year's invoice or, if it occurs during the last year, it shall be reimbursed at Agreement termination.

- d) Following the directions of the Los Angeles River Metals TMDL Steering Committee, the GCCOG shall contract with LWA and Flow Science Inc. to prepare the TMDL SSO studies, and then reimburse the Consultants for their completed services as described in this Agreement. The contracts shall substantially and materially conform to the services set forth in Exhibit "A" and "B" to this Agreement.

Section 9. Assessment of Proportional SSO studies Costs. The City of Bell agrees to provide funds to the GCCOG, to effectuate the TMDL SSO studies, based on the Fiscal Year Invoice Amounts in Exhibit "D".

Section 10. Invoicing and Payment.

a) Invoicing – In order to begin the SSO studies during the 2010 rain year, the GCCOG shall invoice the Participating Agencies for the Fiscal Year 2010-1 Invoice Amounts shown in Exhibit "D" immediately following execution of this Agreement. From thereon, invoicing will be done in July of each Fiscal Year. Participating Agencies shall pay the GCCOG within sixty (60) days of the invoice date, which is the payment due date.

b) Late Payment Penalty – Any payment that is late shall be subject to interest from the payment due date. The interest rate shall be equal to the Prime Rate in effect on the payment due date, plus one percent, for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect on the payment due date, plus five (5) percent, shall apply for any payment made from 31 to 60 days after the due date. The Prime Rate in effect on the payment due date, plus ten (10) percent, shall apply for any payment made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.

c) Delinquent Payments – The payment from a Participating Agency is considered to be delinquent 180 days after being invoiced by the GCCOG. The following actions may be implemented to attain delinquent payments from any Participating Agencies per instruction by the Steering Committee: 1) verbally contact/meet with the manager from the Participating Agencies, 2) send a letter of delinquency to the Participating Agencies from the GCCOG attorney, and 3) formally notify the Regional Board in writing that the agencies are no longer Participating Agencies. In any remaining fiscal periods, the Steering Committee would revise Exhibits "C" and "D" to exclude any such agencies and distribute the

delinquent amounts amongst the remaining Participating Agencies based on the existing cost allocation formula. The Steering Committee shall provide any revised exhibits to the GCCOG and Participating Agencies.

d) Interest Accrual – Any investment or late payment interest accrued on funds collected during the term of, and per, this Agreement shall be re-deposited into the Agreement account and used for its implementation. The GCCOG shall annually report to the Steering Committee regarding interest and late payment penalties accrued by the Agreement account(s).

e) Study Payments – Each month, the Consultants may submit invoices to the Technical Committee for consideration, which may then recommend the invoice to the Steering Committee for approval and payment by the GCCOG. The GCCOG shall reimburse the Consultants for their services in accordance with Exhibits "A" and "B" within ninety (90) days of receipt of the invoice from the Consultants. The GCCOG shall not be obligated to remit to the Consultants more than the amount it has collected from Participating Agencies pursuant to this Agreement, less its administrative costs. In the event that funds received by the GCCOG are insufficient to cover the invoiced costs within 90 days of invoice receipt, but are subsequently received, those subsequent amounts shall be paid to the Consultants within 30 days of receipt by the GCCOG. The professional service cost estimates presented in Exhibits "A" and "B" are subject to change pursuant to a Regional Board requirement or unforeseen challenges in the field. The Technical Committee shall be notified by the Consultants of any substantive changes in the actual cost of the SSO studies, which will be reconciled with the next payment.

Section 11. Independent Contractor.

- a) The GCCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The GCCOG officers, employees and agents performing such obligations shall at all times be under the GCCOG's exclusive control. The Participating Agencies shall not have control over the conduct of the GCCOG or any of its officers, employees or agents, except as set forth in this Agreement. The GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of the Participating Agencies.
- b) No employee benefits shall be available to the GCCOG in connection with the performance of its obligations under this Agreement. The GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for its employees for performing obligations hereunder.

Section 12. Indemnification. To the fullest extent permitted by law, the City of Bell and the GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

Section 13. Agreement Termination. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The City of Bell shall be responsible for the allocated study costs incurred up to the date of the termination. The GCCOG shall notify in writing the remaining Participating Agencies within fourteen (14) days of receiving written notice from the City of Bell that it intends to terminate this Agreement.

Section 14. Miscellaneous.

- a) Notices. All notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GCCOG:

Mr. Richard Powers
Executive Director
16401 Paramount Blvd.
Paramount, CA 90723

To City of Bell:

Pedro Carrillo
City Administrative Officer
6330 Pine Avenue
Bell, CA 90201

- b) Separate Accounting and Auditing. The GCCOG agrees to establish a separate account to track the revenues from the Participating Agencies and the expenses from the study. Quarterly financial statements and the annual audit will be made available to all of the Participating Agencies and the Steering and Technical Committees.

- c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- d) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- e) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- f) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g) No Presumption in Drafting. The Parties to this Agreement agree that the general rule, that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared, shall not apply.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.
- k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.
- l) Agency Authorization. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELL

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

Gil Hurtado President

ATTEST:

Richard Powers, Secretary

EXHIBIT "A"
SCOPE OF SERVICES
COPPER WATER-EFFECTS RATIO AND LEAD RECALCULATION STUDY
LOS ANGELES RIVER METALS TMDL

Task 1. Implement Final Work Plan

- Task 1.1 Finalize sampling schedule and coordinate toxicity and chemistry laboratories as well as sampling sub-consultants to review sample collection and analysis procedures.
- Task 1.2 Provide support to Metals TMDL Coordinated Monitoring Program (CMP) staff for the collection and analysis of dry weather BML samples in coordination of the CMP events. Conduct analysis of BLM samples collected during wet weather through Task 1.3. This task is optional and if the Steering Committee chooses to implement this aspect of the scope of work, LWA will work with the CMP members to determine if it is feasible given the current CMP work load.
- Task 1.3 Conduct WER sampling, and coordinate toxicity and chemistry testing by qualified labs. The cost estimate provided is based on the comments received to date and the current approach to addressing the comments. This approach is still under discussion with the Regional Board and the TAX. The key assumptions made in the cost estimate are provided in the cost estimate section below.
- Task 1.4 Conduct additional toxicity testing and general chemistry analysis (hardness and Total Suspended Solids) to evaluate potential effects of the 2009 Station Fire on WER testing in the Arroyo Seco and Verdugo Wash
- Task 1.5 Receive, review and QA/QC WER water quality toxicity testing data.
- Task 1.6 Conduct a meeting with the Stakeholder Committee, to review the results of sampling data in the midpoint of the sample collection effort.

Costs - \$969,626.00

Task 2 Develop Final Reports

- Task 2.1 Develop a Preliminary Draft Lead Recalculation Report and conduct a conference call with Los Angeles River Metals TMDL Technical Committee (TC). The draft report will summarize the data utilized, the analysis conducted, and the results of the recalculation of the lead criteria as outlined in the Final Work Plan.
- Task 2.2 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the Preliminary Draft Recalculation Report.

- Task 2.3 Revise the Preliminary Draft Lead Recalculation based on comments received by the Regional Board staff, TAC, and a conference call with the TC.
- Task 2.4 Conduct a meeting with the Stakeholder Committee to review the Draft Recalculation Report.
- Task 2.5 Finalize the Lead Recalculation based on comments received by the Stakeholder Committee and conduct a conference call with TC.
- Task 2.6 Develop a WER Calculation Memorandum presenting the WER data for each sample and propose final WER calculation methods. The final WER calculation method details how each WER sample will be determining the final WER. The memorandum is used as the basis for the approach to calculating the final WERs. Conduct conference call with the TC.
- Task 2.7 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the WER Calculation Memorandum.
- Task 2.8 Develop a Preliminary Draft WER Report that summarizes the sampling activities, details the analysis conducted per the Work Plan, provides the information required by the Interim Guidance, and presents the resulting final WERs as outlined in the Work Plan. This report is intended to embody the technical requirements of developing a SSO based on the Interim Guidance. Conduct a conference call with TC.
- Task 2.9 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the Preliminary Draft WER Report.
- Task 2.10 Revise the Preliminary Draft WER Report and conduct a conference call with TC.
- Task 2.11 Conduct a meeting with the Stakeholder Committee to review the Draft WER Report.
- Task 2.12 Finalize the Draft WER Report based on comments received by the Stakeholder Committee and conduct a conference call with the TC.
- Task 2.13 Conduct a meeting (in person or via conference call) with the TC designee, Regional Board, and TAC (via conference call) to finalize the WER report.
- Task 2.14 Develop Implementation Report that summarizes additional analysis conducted to support the implementation of the SSO's as outlined in the Final Work Plan. This report is intended to embody the policy based requirements of implementing SSOs based on the results of conducting a WER Study and Lead Recalculation. Conduct a conference call with TC.
- Task 2.15 Conduct a meeting with the Stakeholder Committee to review the Draft Implementation Report.
- Task 2.16 Finalize the Draft Implementation Report based on comments received by the Stakeholder Committee and conduct a conference call with the TC.

Task 2.17 Provide support to the Regional Board staff during the State Board peer review process. It is unclear the extent to which the Regional Board would require support, as such a rough estimate is provided.

Cost - \$391,855.00

Task 3 Develop and Support WER Basin Plan Amendment

Task 3.1 Prepare a Draft Basin Plan Amendment (BPA) and environmental review for Regional Board consideration and comment for appropriately adjusting water quality objectives for metals of concern in the reaches/tributaries of concern. Conduct a conference call with TC.

Task 3.2 Revise Draft BPA and submit to Regional Board for 45-day posting.

Task 3.3 Develop comments on the tentative BPA, if necessary.

Task 3.4 Prepare response to 45-day posting comments, revise Draft BPA, if necessary, and submit to Regional Board for adoption hearing.

Task 3.5 Attend Regional Board adoption hearing(s).

Task 3.6 Prepare the administrative record for the State Board hearing.

Cost - \$35,804.00

Task 4 Project Management

Cost - \$21,827 (Estimated \$7,300 annually)

Task No	Work Plan Task Description	LWA Costs	TAC Costs	Sampling Sub	Outreach Costs	Chem Analysis	Toxicity Testing	Total
1	Implement WER Work Plan	\$291,055		\$147,770	\$8,000	\$252,918	\$237,918	\$937,313
2	Lead Recalculation & WER Implementation Reports	\$284,406	\$66,000	\$2,240	\$28,000		\$6,092	\$386,738
3	BPA Develop & Support	\$35,804						\$35,804
4	PM & Contract Administ.	\$21,827						\$21,827
Total	LWA 5% markup	\$633,247	\$66,000	\$150,010	\$36,000	\$252,918	\$243,663	\$1,381,837
		\$633,247	\$69,300	\$157,511	\$37,800	\$265,563	\$255,846	\$1,419,267

Note: Incorporated by reference into the Scope of Work are the following documents:

- 1) Work Plan for Recalculation and Water-Effect Ratio to Support Implementation of the Los Angeles River and Tributaries Metals TMDL, Larry Walker Associates, March 31, 2010
- 2) Final State Implementation Policy (SIP) Justification Report for: Site-Specific Objectives for Copper and Lead to Support Implementation of the Los Angeles River and Tributaries Metals TMDL, Larry Walker Associates, March 31, 2010
- 3) Based on the LWA letter of July 27, 2010, Scope and Cost Estimate to Implement a Copper Water-Effect Ratio and Lead Recalculation Special Study in Support of the Los Angeles River Metals TMDL

EXHIBIT "B"

PROJECT MANAGEMENT RELATED TO THE SPECIAL STUDIES LOS ANGELES RIVER WER AND RECALCULATION STUDY

Task 1 **Review of Draft Documents**

Based on the draft LWA scope of work for the special studies, a number of documents will require review as follows:

- Sampling schedule and plan
- WER final work plan (after incorporation of Regional Board and TAC edits)
- Lead recalculation report (preliminary draft, revised draft and final report)
- WER calculation memorandum proposing final WER edits
- WER report (preliminary, draft, revised draft and final report)
- Basin Plan Amendment (draft and final)
- Administrative record (following study completion and adoption of Basin Plan Amendment)

Cost – The total budget for document review is estimated at \$32,835 (current year dollars)

Task 2 **Participation in meetings and conference calls**

A number of conference calls and meetings have been identified in the draft LWA scope of work, as follows:

- Meeting to discuss Regional Board and TAX comments on the draft work plan
- Midpoint meeting with Stakeholder Committee to review sampling results
- Three (3) conference calls and one (1) meeting related to the lead recalculation report
- Two (2) conference calls related to the WER calculation memorandum
- Four (4) conference calls and two (2) meetings associated with the WER report
- Two (2) conference calls and three (3) meetings associated with the implementation report
- Two (2) conference calls associated with the Basin Plan Amendment
- One (1) Regional Board hearing for consideration of the Basin Plan Amendment

Cost – The cost estimate for this work is \$35,630 (current year dollars)

Task 3 Project management and coordination

This special study is estimated to involve four (4) hours of project management and coordination with the Steering and Technical Committees per month, and that the total duration will be three years (36) months.

Cost - \$32,960 (current years dollars)

Fiscal Year Budget Estimates (with 5% annual cost escalation)

FY2010-2011	- \$30,300
FY2011-2012	- \$31,900
FY2012-2013	- \$44,750
Total	\$107,000

EXHIBIT "C"
PARTICIPATING AGENCIES
LOS ANGELES RIVER METALS TMDL
SPECIAL STUDIES

- | | |
|----------------------------------|------------------------------|
| 1) City of Arcadia | 20) City of Lynwood |
| 2) City of Bell | 21) City of Maywood |
| 3) City of Bell Gardens | 22) City of Monrovia |
| 4) City of Bradbury | 23) City of Montebello |
| 5) City of Burbank | 24) City of Monterey Park |
| 6) Caltrans | 25) City of Paramount |
| 7) City of Carson | 26) City of Pasadena |
| 8) City of Commerce | 27) City of Pico Rivera |
| 9) City of Compton | 28) City of Rosemead |
| 10) City of Downey | 29) City of San Fernando |
| 11) City of Duarte | 30) City of San Gabriel |
| 12) City of El Monte | 31) City of San Marino |
| 13) City of Glendale | 32) City of Sierra Madre |
| 14) City of Hidden Hills | 33) City of Signal Hill |
| 15) City of Huntington Park | 34) City of South El Monte |
| 16) City of Irwindale | 35) City of South Gate |
| 17) City of La Canada Flintridge | 36) City of South Pasadena |
| 18) City of Long Beach | 37) City of Vernon |
| 19) City of Los Angeles | 38) LA County Unincorporated |

City	FY 2010		FY 2011		FY 2012		Total Estimated Costs per Agreement Term
	Appointments Base Rate	Invoice Amount	Appointments Base Rate	Invoice Amount	Appointments Base Rate	Invoice Amount	
Alhambra	7.6	1.22583%	\$6,936	\$2,458	\$3,853	\$15,192	\$0.00
Arcadia	10.93	1.76293%	\$6,936	\$2,458	\$3,853	\$15,192	\$41,789.43
Bell	2.74	0.44194%	\$6,936	\$2,458	\$3,853	\$15,192	\$18,929.30
Bell Gardens	2.48	0.40001%	\$6,936	\$2,458	\$3,853	\$15,192	\$18,203.58
Bradbury	1.4	0.22581%	\$6,936	\$2,458	\$3,853	\$15,192	\$15,189.06
Burbank	17.35	2.79843%	\$6,936	\$2,458	\$3,853	\$15,192	\$59,709.10
Caltrans	11.24	1.81293%	\$6,936	\$2,458	\$3,853	\$15,192	\$42,654.71
Calabasas	5.58	0.90001%	\$6,936	\$2,458	\$3,853	\$15,192	\$0.00
Carson	0.88	0.14194%	\$6,936	\$2,458	\$3,853	\$15,192	\$13,737.62
Commercer	6.56	1.05808%	\$6,936	\$2,458	\$3,853	\$15,192	\$29,691.78
Compton	8.6	1.38712%	\$6,936	\$2,458	\$3,853	\$15,192	\$35,285.88
Cudahy	1.12	0.18065%	\$6,936	\$2,458	\$3,853	\$15,192	\$0.00
Downey	5.66	0.91292%	\$6,936	\$2,458	\$3,853	\$15,192	\$27,079.67
Duarte	2.3	0.37097%	\$6,936	\$2,458	\$3,853	\$15,192	\$17,701.16
El Monte	6.97	1.12421%	\$6,936	\$2,458	\$3,853	\$15,192	\$30,736.18
Glendale	30.62	4.93879%	\$6,936	\$2,458	\$3,853	\$15,192	\$96,748.66
Hidden Hills	1.57	0.25323%	\$6,936	\$2,458	\$3,853	\$15,192	\$15,663.56
Huntington Park	3.03	0.48872%	\$6,936	\$2,458	\$3,853	\$15,192	\$19,738.75
Irwindale	1.89	0.30484%	\$6,936	\$2,458	\$3,853	\$15,192	\$16,556.76
La Canada Flintridge	8.57	1.38228%	\$6,936	\$2,458	\$3,853	\$15,192	\$35,202.14
Long Beach	16.66	2.68714%	\$6,936	\$2,458	\$3,853	\$15,192	\$57,783.15
Los Angeles	281.44	45.39428%	\$6,936	\$2,458	\$3,853	\$15,192	\$254,996.12
Lynwood	4.85	0.78227%	\$6,936	\$2,458	\$3,853	\$15,192	\$24,818.78
Maywood	1.18	0.19033%	\$6,936	\$2,458	\$3,853	\$15,192	\$14,574.99
Monrovia	10.34	1.66717%	\$6,936	\$2,458	\$3,853	\$15,192	\$40,142.61
Montebello	8.36	1.34841%	\$6,936	\$2,458	\$3,853	\$15,192	\$34,616.98
Monterey Park	7.66	1.23550%	\$6,936	\$2,458	\$3,853	\$15,192	\$32,662.13
Paramount	4.34	0.70001%	\$6,936	\$2,458	\$3,853	\$15,192	\$23,395.26
Pasadena	22.7	3.66135%	\$6,936	\$2,458	\$3,853	\$15,192	\$74,642.15
Pico Rivera	3.12	0.50323%	\$6,936	\$2,458	\$3,853	\$15,192	\$19,989.96
Rosemead	5.14	0.82905%	\$6,936	\$2,458	\$3,853	\$15,192	\$25,628.24
San Fernando	2.41	0.38872%	\$6,936	\$2,458	\$3,853	\$15,192	\$18,008.19
San Gabriel	4.12	0.66453%	\$6,936	\$2,458	\$3,853	\$15,192	\$22,781.19
San Marino	3.76	0.60646%	\$6,936	\$2,458	\$3,853	\$15,192	\$21,776.35
Sierra Madre	2.99	0.48227%	\$6,936	\$2,458	\$3,853	\$15,192	\$19,627.10
Signal Hill	1.13	0.18226%	\$6,936	\$2,458	\$3,853	\$15,192	\$14,435.42
South El Monte	2.09	0.33710%	\$6,936	\$2,458	\$3,853	\$15,192	\$17,115.00
South Gate	7.48	1.20647%	\$6,936	\$2,458	\$3,853	\$15,192	\$32,159.70
South Pasadena	3.43	0.55323%	\$6,936	\$2,458	\$3,853	\$15,192	\$20,855.24
Temple City	4.01	0.64678%	\$6,936	\$2,458	\$3,853	\$15,192	\$0.00
Vernon	5.08	0.81937%	\$6,936	\$2,458	\$3,853	\$15,192	\$25,460.76
LA County Unincorp.	80.61	13.00182%	\$6,936	\$2,458	\$3,853	\$15,192	\$236,282.00
Total	619.99	100.0000%	\$259,643	\$89,248	\$146,411	\$545,572	\$691,983

v Based on total costs of \$2,177,677, which includes administrative, management, and oversight, but no CPI adjustment. WER Development = \$611,400.00
** \$500/\$100,000 of annual base costs, with already expended costs front loaded. Estimated Study Costs = \$2,177,667.00
*** City of Los Angeles is credited \$532,799 in the first year and \$78,601 in the second year, in repayment of \$611,400 WER Development costs.

City of Bell Agenda Report

DATE: May 11 , 2011
TO: Mayor and Members of the City Council
FROM: Pedro Carrillo, Interim Chief Administrative Officer
SUBJECT: Service Agreement with City of Inglewood for Parking Citation Processing

BACKGROUND:

The City entered into an agreement with the City of Inglewood on December 11, 2007 for parking citation processing service. The current agreement expired on November 30, 2010. Given the City's past operation without a functioning City Council, the City of Inglewood allowed the City to continue services without any disruptions.

RECOMMENDATION

That the City Council authorize the extension of the Citation Processing and Collections Service Agreement between the City of Bell and the City of Inglewood for an additional 12 month period effective December 1, 2010 through November 30, 2011.

ATTACHMENTS

Service Agreement between the City of Inglewood and the City of Bell



City of Inglewood

Inglewood Citation Management Services



Dean Viereck
Enterprise Services Manager
TELEPHONE:
(310) 412-4270
dviereck@cityofinglewood.org

November 16, 2010

City of Bell
Lourdes Garcia
Director Administrative Services
6330 Pine Ave.
Bell, CA 92084

Subject: Service Agreement Renewal

Dear Lourdes:

Your current service agreement for parking citation processing was approved under City of Inglewood agreement 07-134 dated December 11, 2007. The term of the agreement is December 1, 2007 through November 30, 2010 (three year term), with an option for two additional one year extensions.

The attached change notice is presented for your review and approval. This will confirm your city's decision to extend your agreement for one year through November 30, 2011. No changes have been made to your selection of services. We have included an update of Exhibits A and B which detail the services, equipment, systems and supplies we can provide.

Please indicate your City's approval by signing two originals of the change notice and returning one to the City of Inglewood at the following address:

City of Inglewood
Enterprise Services - ICMS
Attention: Esmeralda Navarro
PO Box 4367
Inglewood, CA 90309

Esmeralda can be reached if you have any questions at (310) 412-8846 or by e-mail to enavarro@cityofinglewood.org

We appreciate the City of Bell's continued participation in the Inglewood Citation Processing Services (ICMS) program and look forward to serving you in the future. Please call me at (310) 412-4270 or email me at DViereck@cityofinglewood.org if I can be of further assistance.

Sincerely,

Manager Enterprise Services

Service Agreement Change Notice

ISSUED BY:

Information Technology & Communications Department
Enterprise Services - ICMS
P.O. Box 6500
Inglewood, CA 90301
Attn: Dean Viereck, Enterprise Services Manager

Contract No.
07-134 dated
12/11/2007

Change Notice:
No. 10-001

Revised Item No.
N/A

Effective Date:
12/01/2010

Contract Title:

Parking Citation Management Services for the City of Bell

Reference Document Attached:

Includes updated Exhibit A for Services and Pricing and Exhibit B for Optional Equipment and Supplies.

Contract Adjustment:

The Contract Amount is:

Not Changed Increased Decreased

In the total amount of: \$

Contract Term:

The Contract Time is:

Increased Decreased Not Changed

Revised Contract Expiration Date is: 12/01/2010

Description of Change:

- a. Authorize the extension of the Citation Processing and Collections Service Agreement between City of Inglewood and City of Bell for an additional 12 month period of December 1, 2010 through November 30, 2011.
- b. Replace Exhibit A - Services and Pricing with updated list of services available.
- c. Replace Exhibit B - Equipment Pricing List for optional parking enforcement equipment, systems and supplies.

Contract Authority for Change:

Example

Agreement 07-134 dated 12/11/2007 in Article 7, page 7, provides authorization for two one year extensions of the agreement.

Background Information: (If needed)

The City of Bell has requested a one year extension of the service agreement for citation processing and collection services. No changes in services have been proposed as part of this agreement.

SIGNATURES:

The undersigned affirms that he or she has the authority to execute this Change Notice on behalf of the agency he or she represents.

Accepted By:

CONTRACTOR: CITY OF INGLEWOOD, CA

By: _____

DEAN VIERECK,
MANAGER ENTERPRISE SERVICES

By: _____

MICHAEL D. FALKOW
DEPUTY CITY ADMINISTRATOR/CIO

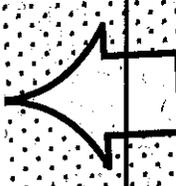
Accepted By:

CLIENT AGENCY: CITY OF BELL

By: _____

PRINT NAME

TITLE



CONTRACTOR'S RECEIPT OF AN EXECUTED COPY OF THIS FORM SHALL SERVE AS A CONTRACTOR'S OFFICIAL NOTICE TO PROCEED WITH THE CHANGE TO WORK INCLUDED HEREIN.

EXHIBIT A

1			
2	Client: City of Bell		
3	Fees based on estimated citation volume of 10K to 50K		Services
4	citations per year (as of 12/01/2010)	Rates (17)	Selected
5	Citation Processing		
6	Citation Processing (1)	\$1.51	YES
7	Customer Services		
8	Manual Citation Imaging/Data Entry	\$.24	NO
9	Postage, printing & handling - Postcard Type Notice (2)	\$.38	YES
10	Postage, printing & handling - Postcard Type Delq. Notice (2)	\$.38	YES
11	Postage, printing & handling - Letter Type Notice (2)	\$.62	NO
12	Postage, printing & handling - Letter Type Delq. Notice (2)	\$.62	YES
13	Customer Service - per citation entered (3)	\$.22	NO
14	Administrative Support - per citation entered (3)	\$.41	NO
15	Lockbox Processing - per payment processed (4)	\$.41	NO
16	Payment Exception Processing (5)	\$.18	NO
17	Phone Payments - Duncan Merchant & Bank Acct (8)	\$3.00	NO
18	Phone Payments - Duncan Merchant Acct (7)	\$2.68	NO
19	Phone Payments - Client's Merchant Acct (6)	\$1.06	YES
20	Internet Payments - Duncan Merchant & Bank Acct (8)	\$3.00	NO
21	Internet Payments - Duncan Merchant Acct (7)	\$2.68	NO
22	Internet Payments - Client's Merchant Acct (6)	\$1.06	NO
23	Telephone toll charges (no cost if toll # is provided)	At cost	YES
24	In-state registration information (8)	No Charge	YES
25	Obtain RO From DMV		
26	Obtain California Registration information (9)	No Charge	YES
27	Obtain Out-of-State Registration information (9)	\$.98 to \$4.50	YES
28	Hosted Software Subscription Services (13, 14, 16)	Categories	

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a. Citation Processing System Multi-Media Integration with 2 GB storage (requires AutoCITE X3 with digital camera and voice recorder and hosted AutoISSUE)	\$2,500 setup \$250/mo	Quote
b. Hosted Website for Violator View of Citation Images with payment forms (Requires multi-media service)	\$1,500setup \$150/mo	Quote
c. Hosted Website for Violator Online Administrative Review Request including workflow processing and document upload	\$2,500 setup \$350/mo	Quote
d. Hosted Website for Violator Online Administrative Hearing Request including workflow processing and document upload	\$2,500 setup \$200/mo	Quote
e. Correspondence Image Capture and Workflow Using DocuPeak™ hosted application platform and ScanBench	\$4,500 setup \$600/mo	Quote
f. Management Web Service Dashboard (Standard 4 data fields)	\$1,500 setup \$200/mo	Quote
g. Multi-Media – Additional Storage Capacity (5 GB)	\$115/mo	Quote
h. Online Parking Permit Renewal or Purchase	Quote	Quote
Collection Services (10)		
FTB "Limited" Service	15% + \$2.50	NO
FTB Full-Service	35%	NO
Comprehensive Collection Services	35%	YES
Civil Filing Collection Services	45%	NO
Other Equipment - (13)		
PC Equipment	Cost + 10%	Quote
Handheld Citation Writer - Duncan Solutions AutoCite X3	10% Discount	Quote
Parking Meters	10% Discount	Quote
Kiosk for Self Service		Quote
Automated License Plate Recognition (LPR) Equipment		Quote
Cashier Module Equipment and customization (10)		Quote
Other Services - Scope of Work/Quote Required (15)		

1	Dedicated Customer Service Staff		Quote
2	Correspondence Administrative Review Temp Services		Quote
3	Onsite Technical Staff		Quote
4	Custom Programming (plus travel + expenses)	\$110/hr	Quote
5	Parking Permit Processing (11)		Quote
6	Auxiliary Mail Payment Processing Services		Quote
7	Automated License Plate Recognition Services		Quote
8	Boot and/or Tow Program Services		Quote
9	On-street Parking Meter Management Services		Quote
10	On-street Parking Enforcement Services		Quote
11	Off-street Parking Enforcement Services		Quote

12 Each Client approves a contract with Inglewood for reimbursement of cost of citation processing
13 services based on the Client's service level and volume. Clients can modify their scope of
14 services to add or stop individual services by issuing written change notice to ICMS. Fees for
15 services in Exhibit A include all Inglewood direct cost, administrative costs to and indirect costs
16 for providing citation management services. See notes for additional details about fees and
17 administrative charges.

18 **NOTES**

- 19 1. The fee for use of the AutoPROCESS System is a transaction charge per citation
20 processed. The rate charged is dependent on the Clients annual citation volume.
21 Determination of "volume" is based on a Client's citations processed during the prior
22 calendar year.
- 23 2. Rates for notice printing and mailing include postage at the current prevailing rate. This
24 service fee will be adjusted to offset any increase in the standard U.S. first class postage
25 rate in the future. Client will be notified of postal rate changes and the impact on service
26 fees for letter and post card notices as they occur.
- 27 3. Customer service is an optional service with charges based fixed fee per total citations
28 processed. Two (2) levels of service are available. If Client select the Administrative

1 Support level, the Client shall receive the following services: call center services with a
2 toll free number for violators to call with citation inquiries, interactive voice response
3 service for inquiry on outstanding citations and frequently asked questions,
4 correspondence services including processing of all in-bound correspondence from
5 customers, scheduling of administrative review and hearing requests and resolution of,
6 administrative reviews when required and online forms for customers' correspondence.

- 7 4. Lockbox payment processing is an optional service with charges based on citation
8 payments processed. Funds collected will be deposited to a Client's designated bank
9 account or mailed to the Client based on mutual agreement of the preferred method.
10 The Client is responsible to notify Inglewood if a NSF check situation occurs and they
11 wish to reinstate the amount due, plus any NSF fee they wish to impose. The Client has
12 the option to request a charge to customers be added to the amount due for the citation.
- 13 5. Payment exception processing services relates to Lockbox payment processing services
14 with charges based on actual transactions processed. The notice letter fee applies
15 when a letter to customer is required.
- 16 6. The ICMS fee of \$1.06 per transaction for Internet and IVR payment processing includes
17 system use, telephone usage charges. Client Agencies are responsible for charges for
18 merchant service fees, bank charges and credit card discount fees. Net proceeds will be
19 transferred to the Client's designated bank account or paid on agreed upon scheduled.
- 20 7. The ICMS fee of \$2.68 per transaction for Internet and IVR payment processing includes
21 system use, telephone usage charges and charges for merchant service fees, bank
22 charges and credit card discount fees. Net proceeds will be transferred to the Client's
23 designated bank account or paid on agreed upon scheduled.
- 24 8. The ICMS fee of \$3.00 per transaction for Internet and IVR payment processing includes
25 system use, telephone usage charges and charges for merchant service account and
26 associated fees, bank charges and credit card discount fees. Net proceeds will be
27 transferred to the Client's designated bank account minus the convenience fee revenue
28

1 and provide a daily transaction report. The Internet payment screens and IVR scripts
2 will be modified to reflect the convenience fee is assessed by the vendor not the Client.

3 9. Costs to ICMS for obtaining out of state registered owner information will be billed based
4 on the actual charges incurred from provider of this information.

5 10. Three (3) levels of optional delinquent account secondary collection services are
6 available. Client has the option of adopting collection fee charged to customer to offset
7 collection costs. Details on these services and rates are available in Exhibit "C" of this
8 Agreement.

9 11. The Client is billed for the cost of system customization, such as building cashiering
10 interface, at the custom programming hourly rate with no additional administrative fee.
11 All customization or special one-time services must be documented in writing with a
12 work order and cost estimate prior to initiating the work. All reasonable out of pocket
13 expenses and travel expenses related to this service will be reimbursed by the Client
14 upon submittal of receipts.

15 12. The AutoPROCESS includes capability to issue and track parking permits. Use of this
16 module is available at no additional cost. If the Client wishes to outsource the fulfillment
17 of parking permits and processing of payments, ICMS can provide a proposal for these
18 services, including purchasing of permit stock.

19 13. ICMS offers Client the option to use discounts price schedule for equipment, supplies
20 and services. The equipment, supplies and services can be quoted by the ICMS
21 contractor Professional Account Management LLC (Duncan Solutions). Duncan
22 Solutions may offer Client flexible financing terms including monthly lease-purchase
23 pricing. Prices will vary bases on number of devices, equipment configuration,
24 peripherals, sales tax rate, length of agreement, shipping costs, installation costs,
25 extended warranty cost and technical support requirements. A confirming purchase
26 order needs to be issued by the Client to confirm terms, pricing and services.

27 14. ICMS offers Clients the option to use discount price schedules for equipment, supplies
28 and professional services. The DocuPeak™ business process automation platform and

1 related professional services can be quoted by the ICMS contract Electronic Records
2 Solutions (eRecords). A price quote will be provided to each client based on list price
3 less 10% for software and services. Pricing options may include software as a service
4 or licensed on-premise use of DocuPeak™. Prices may vary based on number of end
5 users and data/image storage requirements, complexity of application, application
6 configuration, training and on-going technical support. A confirming purchase order
7 needs to be issued by the Client to confirm terms, pricing and services.

8 15. ICMS offers a number of optional services that can be provided to Client Agencies to
9 supplement their staffing, work on backlog and provide revenue enhancement services.
10 These services require a scope of work and price quote.

11 16. Multi-media, workflow and dashboard systems require a price quote. The initial cost
12 and monthly subscription fee for hosted IT service and base data/image storage quoted
13 is based on projected volume for a Client Agency and their document retention plans.
14 A discount in the initial setup costs and monthly hosted IT subscription will be provided
15 when a Client Agency subscribes to two or more of the multi-media services within one
16 purchase agreement.

17 17. ICMS citation processing and service fees are subject to an annual COLA increase
18 based on U.S. Department of Labor All Items Los Angeles-Riverside-Orange County
19 CA area consumer price index, with a not to exceed limitation of 3.5% per year. The
20 COLA can be applied as of July 1, 2009 and each July 1st thereafter.

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Exhibit B - City of Inglewood - Equipment Pricing List
Professional Account Management, a Division of Duncan Solutions, Inc
Prices Effective 01/06/2010

Description	LIST PRICE	ICMS PRICE
AutoCITE X3 Citation Issuance Devices		
X3L Base Handheld	\$3,500.00	\$ 3,150.00
X3LI Unit w/ Li+ and MSM IR	\$3,650.00	\$ 3,285.00
X3LCI Unit w/ Li+, MSM IR and Digital Camera	\$4,050.00	\$3,645.00
X3LCIS- 1D Unit w/ Li+, MSM IR, Digital Camera and 1D Bar Code Scanner	\$4,400.00	\$3,960.00
X3LCIW Unit w/ Li+, NSM IR, Digital Camera and Wireless	\$4,600.00	\$4,140.00
X3LCISW Unit w/ Li+, MSM IR, Digital Camera, Wireless and Bar Code Scanner	\$4,950.00	\$4,455.00
X3ML Unit w/ Li+ and Mag Stripe Reader	\$3,950.00	\$3,555.00
X3MLCI Unit w/ Li+, Mag Stripe Reader and Digital Camera	\$4,500.00	\$4,050.00
X3MLS Unit w/ Li+, Mag Stripe Reader and 2D Bar Code Scanner	\$ 4,400.00	\$3,960.00
X3MLCIS Unit w/ Li+, Mag Stripe Reader, Digital Camera, 2D Bar Code Scanner and MSM IR	\$ 4,950.00	\$4,455.00
X3MLCISW Unit w/ Li+, Mag Stripe Reader, Digital Camera, 2D Bar Code Scanner, MSM IR and Wireless	\$5,500.00	\$ 4,950.00
(Future models will be provided at the same discount rate)		
AutoTRAX X3 Meter Maintenance Devices		
X3LTI Unit w/ Li+, SSM IR and MSM IR	\$3,650.00	\$3,285.00
X3LTCI Unit w/ Li+, SSM IR, MSM IR & Digital Camera	\$4,200.00	\$3,780.00
X3LTCIS Unit w/ Li+, SSM IR, MSM IR, Digital Camera and 1D Bar Code Scanner	\$4,550.00	\$4,095.00
X3LTIW Unit w/ Li+, SSM IR, MSM IR and Wireless	\$4,200.00	\$3,780.00

1	X3LTCIW Unit w/ Li+, SSM IR, MSM IR, Digital Camera and Wireless	\$4,750.00	\$4,275.00
2	X3LTCISW Unit w/ Li+, SSM IR, MSM IR, Digital Camera, Wireless and	\$5,100.00	\$4,590.00
3	1D Bar Code Scanner		
4	(Future models will be provided at the same discount rate)		
5	AutoCITE Accessories and Supplies		
6	Envelope Holder - Small (X3 style ticket)	\$20.00	\$20.00
7	Cover Case With Belt Clip (X3 only)	\$75.00	\$75.00
8	Stylus (4 pack)	\$12.00	\$12.00
9	Mag - Card Cleaners (per cleaner)	\$5.00	\$5.00
10	Citation Stock (Minimum order is one 15,200 citation package. Standard	\$.15 - \$.18	\$.15 -
11	price includes white envelopes with black ink)		\$.18
12	AutoCITE Charger/Multiplexers		
13	USB Charger (6 bays)	\$1,000.00	\$900.00
14	USB Charger (6 bays) Annual Maintenance	\$50.00	\$45.00
15	Single User Charger Adapter	\$ 150.00	\$135.00
16	a. Must order cigarette lighter power cord or single unit charger AC		
17	power source		
18	b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.		
19	Cigarette Lighter Power Cord (X3, Se, or older)	\$50.00	\$45.00
20	Single Unit AC Power Source (X3, S3, or older)	\$50.00	\$45.00
21	(Future models will be provided at the same discount rate)		
22	AutoCITE Maintenance		
23	X3 Base Handheld	\$500.00	\$500.00
24	X3LI Unit w/ Li+ and MSM IR	\$500.00	\$500.00
25	X3LCI Unit w/ Li+, MSM IR and Digital Camera	\$500.00	\$500.00
26	X3LCIS- 1D Unit w/ Li+, MSM IR, Digital Camera and 1D Bar Code	\$500.00	\$500.00
27	Scanner		
28	X3LCIS- 2D Unit w/ Li+, MSM IR, Digital Camera and 2D Bar Code	\$500.00	\$500.00

1	Scanner		
2	X3LCIW Unit w/ Li+, NSM IR, Digital Camera and Wireless	\$550.00	\$550.00
3	X3LCISW Unit w/ Li+, MSM IR, Digital Camera, Wireless and Bar Code	\$550.00	\$550.00
4	Scanner		
5	X3ML Unit w/ Li+ and Mag Stripe Reader	\$550.00	\$550.00
6	X3MLCI Unit w/ Li+, Mag Stripe Reader and Digital Camera	\$550.00	\$550.00
7	X3MLS Unit w/ Li+, Mag Stripe Reader and 2D Bar Code Scanner	\$550.00	\$550.00
8	X3MLCIS Unit w/ Li+, Mag Stripe Reader, Digital Camera, 2D Bar Code	\$550.00	\$550.00
9	Scanner and MSM IR		
10	X3MLCISW Unit w/ Li+, Mag Stripe Reader, Digital Camera, 2D Bar	\$550.00	\$550.00
11	Code Scanner, MSM IR and Wireless		
12	(Future models will be provided at the same discount rate)		
13	AutoTRAX Maintenance		
14	X3LTI Unit w/ Li+, SSM IR and MSM IR	\$500.00	\$500.00
15	X3LTCI Unit w/ Li+, SSM IR, MSM IR & Digital Camera	\$500.00	\$500.00
16	X3LTIW Unit w/ Li+, SSM IR, MSM IR and Wireless	\$550.00	\$550.00
17	X3LTCIW Unit w/ Li+, SSM IR, MSM IR, Digital Camera and Wireless	\$550.00	\$550.00
18	X3LTCISW Unit w/ Li+, SSM IR, MSM IR, Digital Camera, Wireless and	\$550.00	\$550.00
19	1D Bar Code Scanner		
20	AutoISSUE Modules		
21	Parking Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
22	a. Includes Task Group Manager & Scheduler		
23	Traffic Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
24	a. Includes Task Group Manager & Scheduler		
25	Municipal Citation Issuance (.NET version)	\$6,000.00	\$5,400.00
26	a. Includes Task Group Manager & Scheduler		
27	Network Version .NET 3 user license	\$3,000.00	\$2,700.00
28	a. \$1000 per user thereafter		

1	AutoTRAX SS 2.0 - Single-Space Meter Management Module	\$6,000.00	\$5,400.00
2	ACDI Wireless Communication - Basic	\$6,000.00	\$5,400.00
3	a. Basic communication between X3 & AI.NET only (wireless airtime not		
4	included)		
5	1D BarCode Reading (intended for Parking. Included with required	Included	Included
6	hardware)		
7	Digital Images Included with required hardware	Included	Included
8	Voice Recordings (Included with required hardware)	Included	Included
9	Abandoned Vehicles	\$6,000.00	\$5,400.00
10	Animal Violations	\$4,000.00	\$3,600.00
11	AutoCLUSTER - Wireless Enforcement Module for Multispace Meters	\$3,000.00	\$2,700.00
12	Barcode Printing 1D 128 A, B or C	\$1,000.00	\$900.00
13	Broken Meter Reporting	\$1,000.00	\$900.00
14	Code Enforcement	\$6,000.00	\$5,400.00
15	Damaged Sign Reporting	\$1,000.00	\$900.00
16	Diagrams - free form, no template	\$2,000.00	\$1,800.00
17	Field Investigation	\$4,000.00	\$3,600.00
18	Habitual Offender Escalation	\$8,000.00	\$7,200.00
19	IrDA Interface for Multi-Space Meters - SneakerNET	\$2,000.00	\$1,800.00
20	Meter/Location Matrix	\$1,000.00	\$900.00
21	OCR A Size 1 Printing (X3, S3, S4 & T Series)	\$2,000.00	\$1,800.00
22	Officer Activity Logging	\$1,000.00	\$900.00
23	Parking Permit Cross Reference	\$1,000.00	\$900.00
24	Public Contacts	\$4,000.00	\$3,600.00
25	Search Only Mode	\$1,000.00	\$900.00
26	Signature Capture (Officer)	\$2,000.00	\$1,800.00
27	Signature Capture (Violator)	\$2,000.00	\$1,800.00
28	Time Limit Marking	\$1,000.00	\$900.00

1	Transit Violations	\$6,000.00	\$5,400.00
2	Visitor Information	\$1,000.00	\$900.00
3	Warnings Tracking	\$2,000.00	\$1,800.00
4	Wireless Real-Time Hotsheet Look-up Module	\$2,000.00	\$1,800.00
5	Wireless Ticket upload Software Module	\$2,000.00	\$1,800.00
6	Any interface to other systems	based on quote	
7	AutoISSUE Maintenance		
8	Parking Citation Issuance (.NET version)	\$600.00	\$600.00
9	a. Includes Task Group Manager & Scheduler		
10	Traffic Citation Issuance (.NET version)	\$600.00	\$600.00
11	a. Includes Task Group Manager & Scheduler		
12	Municipal Citation Issuance (.NET version)	\$600.00	\$600.00
13	a. Includes Task Group Manager & Scheduler		
14	Network Version .NET 3 user license	\$300.00	\$300.00
15	a. \$100 per user thereafter		
16	AutoTRAX SS 2.0 - Single-Space Meter Management Module	\$600.00	\$600.00
17	ACDI Wireless Communication - Basic	\$600.00	\$600.00
18	a. Basic communication between X3 & AI.NET only (wireless airtime not		
19	included)		
20	1D BarCode Reading (Intended for Parking. Included with required	Included	Included
21	hardware)		
22	Digital Images (Included with required hardware)	Included	Included
23	Voice Recordings (Included with required hardware)	Included	Included
24	Abandoned Vehicles	\$600.00	\$600.00
25	Animal Violations	\$400.00	\$400.00
26	AutoCLUSTER - Wireless Enforcement Module for Multispace Meters	\$300.00	\$300.00
27	Barcode Printing 1D 128 A, B or C	\$100.00	\$100.00
28	Broken Meter Reporting	\$100.00	\$100.00

1	Code Enforcement	\$600.00	\$600.00
2	Damaged Sign Reporting	\$100.00	\$100.00
3	Diagrams - free form, no template	\$200.00	\$200.00
4	Field Investigation	\$400.00	\$400.00
5	GIS Reporting Module	\$600.00	\$540.00
6	GPS Tracking Module (only for wireless handhelds)	\$600.00	\$540.00
7	Habitual Offender Escalation	\$800.00	\$800.00
8	IrDA Interface for Multi-Space Meters - SneakerNET	\$200.00	\$200.00
9	Meter/Location Matrix	\$100.00	\$100.00
10	OCR A Size 1 Printing (X3, S3, S4 & T Series)	\$200.00	\$200.00
11	Officer Activity Logging	\$100.00	\$100.00
12	Parking Permit Cross Reference	\$100.00	\$100.00
13	Public Contacts	\$400.00	\$400.00
14	RFID Permit Module (currently only offered on PDS's)	\$500.00	\$500.00
15	Search Only Mode	\$100.00	\$100.00
16	Signature Capture (Officer)	\$200.00	\$200.00
17	Signature Capture (Violator)	\$200.00	\$200.00
18	Time Limit Marking	\$100.00	\$100.00
19	Transit Violations	\$600.00	\$600.00
20	Visitor Information	\$100.00	\$100.00
21	Warnings Tracking	\$200.00	\$200.00
22	Wireless Real-Time Hotsheet Look-up Module	\$180.00	\$180.00
23	Wireless Ticket Upload Software Module	\$200.00	\$200.00
24	Any interface to other systems	based on quote	
25	Multi-Space Meters		
26	Duncan Pay by Space Meters		
27	VM Meter (Steel, Standard Powder-Coat, Coin only, including	\$3,690.00	\$3,321.00
28	mechanical locks and intelligent cashbox)		

1	VS Meter (Stainless Steel, Standard Powder-Coat, Coin only, including	\$4,890.00	\$4,401.00
2	mechanical locks and intelligent cashbox)		
3	VS Meter (Stainless Steel, 316-grade natural finish, Coin only, including	\$5,690.00	\$5,121.00
4	mechanical locks and intelligent cashbox)		
5	Pay by Space New Meter Options		
6	Wireless Communications Module (GPRS) Fitted	\$790.00	\$711.00
7	Hybrid Card Reader Module Fitted	\$450.00	\$405.00
8	Smart Card Interface Module Fitted	\$290.00	\$261.00
9	Anti Probe Device Fitted	\$350.00	\$315.00
10	Enforcer (flipdot) Module Fitted	\$350.00	\$315.00
11	Green Cell Battery	\$90.00	\$81.00
12	Surface Mount Meter Installation kit	\$190.00	\$171.00
13	Cash Key Payment Module	\$1,500.00	\$1,350.00
14	Cash key Reload Module	\$2,500.00	\$2,250.00
15	Vehicle Sensing Module (includes Gateway)	\$600.00	\$540.00
16	Green Cell Battery	\$90.00	\$81.00
17	Winterization Kit (Includes C-Cell battery Booster)	\$450.00	\$405.00
18	Mains Power Kit	\$500.00	\$450.00
19	Solar Panel w/built in antenna	\$550.00	\$495.00
20	Surface Mount Meter Installation Kit	\$190.00	\$171.00
21	Surface Mount Installation Kit w/ Protective Skirt (Steel, Powder-Coated)	\$275.00	\$247.50
22	Surface Mount Installation Kit w/ Protective Skirt (Stainless Steel,	\$355.00	\$ 319.50
23	Powder-Coated)		
24	Surface Mount Installation Kit w/ Protective Skirt (Stainless Steel, 316-	\$450.00	\$405.00
25	grade natural finish)		
26	Electronic Vault Lock - Medeco Nexgen	\$230.00	\$207.00
27	Electronic Head Lock - Medeco Nexgen	\$230.00	\$207.00
28	Pay-at-Meter Software License Fee	\$2,000.00	\$1,800.00

1	(Future models will be provided at the same discount rate)		
2	Duncan Pay and Display Meter		
3	MX Meter (Stainless Steel, Standard Powder-Coat, Coin-only, including	\$7,260.00	\$6,534.00
4	integrated solar panel, rechargeable battery, top door decal, mechanical		
5	locks and keys)		
6	(Future models will be provided at the same discount rate)		
7	Pay and Display New Meter Options		
8	Wireless Communications Module (GPRS) Fitted	\$790.00	\$711.00
9	Card Reader Module Fitted	\$450.00	\$405.00
10	Silver Intelligent Cash Box - Standard	\$450.00	\$405.00
11	Fiber Ticket Roll	\$65.00	\$58.50
12	Poly Thermal Ticket Paper Roll	\$85.00	\$76.50
13	Installation Kit - Subterranean	\$150.00	\$135.00
14	Battery Charger	\$290.00	\$261.00
15	Decal - lower door (standard design)	\$90.00	\$81.00
16	(Future models will be provided at the same discount rate)		
17	AutoTRAX (Multi-space Meter Mgt System)		
18	Access & Communication (per Meter/per Month) may vary depending on	\$40.00	\$40.00
19	length of contract and current 3rd party service provider pricing		
20	(Future models will be provided at the same discount rate)		
21	Duncan Multi-space Miscellaneous		
22	Fascia (Rate Card) Creation (Per Rate Card)	\$20.00	\$20.00
23	Fascia (Rate Card) Design Modification Fee	\$60.00	\$60.00
24	Stamark - 1 Digit	\$24.00	\$24.00
25	Stamark - 2 Digit	\$48.00	\$48.00
26	Stamark - 3 Digit	\$72.00	\$72.00
27	Stamark Arrow	\$11.00	\$11.00
28	3M Primer	\$99.00	\$99.00

1	Pole mounted Space Marker - Sleeve (2 spaces per marker)	\$17.00	\$15.30
2	Pole mounted Space Marker - Assembly (2 spaces per marker)	\$90.00	\$81.00
3	Intelligent Cash Box Reader Station	\$1,800.00	\$1,620.00
4	Technician's Infra-Red ID Key	\$290.00	\$261.00
5	mPARK Establishment (per Meter)	\$50.00	\$50.00
6	mPARK Access Fee (per Meter/per Month)	\$5.00	\$5.00
7	mPARK Transaction Fee (per transaction)	Greater of 6% or \$0.15	
8	mPARK Service Fee (per transaction) - Motorist fee	\$0.25	\$0.25
9	Credit Card Processing Gateway (per transaction)	Volume dependent	
10	Gateway and Sensor Equipment, Configuration, Integration and Services	Quote	
11	(Must be quoted separately on a per project basis)		
12	Multi-space Maintenance Fees		
13	Annual Support Fee (Per meter per year)	\$150.00	\$150.00
14	Single-Space Meters		
15	Duncan Meter Products		
16	EAGLE STANDARD, NO CASHKEY RECEPTACLE	\$149.95	\$134.96
17	EAGLE CASHKEY	\$174.95	\$157.46
18	EAGLE 2100 (WITH CARD READER)	\$184.95	\$166.46
19	EAGLE 2100 (W/O CARD READER)	\$174.95	\$157.46
20	(Future models will be provided at the same discount rate)		
21	Duncan Housing Products		
22	MODEL 76 SINGLE HOUSING COMPLETE	\$199.00	\$179.10
23	MODEL 70 VIP SINGLE HOUSING COMPLETE	\$223.00	\$200.70
24	MODEL 80 VIP SINGLE HOUSING COMPLETE	\$290.00	\$261.00
25	MODEL 90 VIP SINGLE HOUSING COMPLETE	\$229.00	\$206.10
26	MODEL 90 VIP DUPLEX HOUSING COMPLETE	\$455.00	\$409.50
27	MODEL 95 VIP SINGLE HOUSING COMPLETE	\$316.00	\$284.40
28	MODEL 95 VIP DUPLEX HOUSING COMPLETE	\$563.00	\$506.70

1	AutoPROCESS Cashiering Equipment		
2	POS Cash Register System (PC, Display Pole, Cash Drawer, Credit	\$2,850.00	\$2,850.00
3	Card Reader, Receipt Endorsement Printer)		
4	POS Cash Register System Annual Maintenance	\$780.00	\$780.00
5	Laser Printer with USB Cable	\$325.00	\$325.00
6	Cashiering Barcode Reader	\$250.00	\$250.00
7	AutoPROCESS Programming/Customization/Interfaces		
8	Labor per hour (plus travel costs and expenses)	\$125.00	\$110.00

9 **Notes:**

10 1. Programming/Customization/Interfaces charges will be quoted on a project specific basis
11 based on hourly rate, plus out of pocket travel and expenses.

12 2. Prices quoted do not include installation charges, shipping costs, project management
13 fees, configuration fees and/or specialized customization charges which will be quoted on a
14 project specific basis.

15 3. Prices quoted do not include any applicable taxes.

16 4. Sales tax rates will be quoted to point of delivery.

17 5. Equipment and supplies may be substituted for new releases, models and upgrades to
18 this list if price is offered at a discount equal or greater than the discount on the item it is
19 replacing.

20 6. Additional equipment and services not included in this price list will be quoted separately
21 on a project specific basis.

22 7. Duncan reserves the right to modify the provided price list(s) on a quarterly basis starting
23 three months after all clients are implemented with AutoProcess System and will submit such
24 revised pricing to the City's Contract Administrator for review and approval.

25 /////

City of Bell Agenda Report

DATE: May 11, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Ratification of Mayor's Appointments of City Representatives to Various Boards, Commissaries and Agencies

RECOMMENDATION:

Ratify the Mayor's appointments of City representatives to the listed boards, commissions, and agencies.

DISCUSSION:

The City of Bell, like most cities in California, participates in various inter-governmental organizations and agencies. The City's participation in these various endeavors provides a public benefit in that the City's issues, concerns, views and interests are expressed and represented at the various bodies. Additionally, City representatives on these boards and commissions have the opportunity to learn of new developments and opportunities to benefit the City. The agencies, boards and commissions seeking City representation are as follows:

1. County Sanitation Districts of Los Angeles County (Mayor is automatically the Representative, an Alternate is required)
2. Greater Los Angeles County Vector Control District (Option to choose a 2 year or 4 year term is required effective January 1, 2011)
3. Gateway Cities Council of Governments
4. Bell Cudahy Telecommunications Authority
5. Orangeline Development Authority
6. Local Advisory Committee Member 710 Freeway
7. Contract Cities (Voting Delegate)
8. Independent Cities (Voting Delegate)
9. California League of Cities (Voting Delegate)

The Mayor will inform the City Council and the public of his chosen appointments to the various bodies and will seek Council ratification of those appointments.

FISCAL IMPACT:

None anticipated at this time.

City of Bell Agenda Report

DATE: May 11, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: STREET REHABILITATION PROJECT (PROP 1B FUNDS) FOR THE FOLLOWING STREETS: RANDOLPH ST, WOODWARD AVE. , OTIS AVE. AND WEIK AVE.

RECOMMENDATION:

That the City Council by motion authorize the completion of the Street Rehabilitation of various streets funded under Prop 1B Funds (Transportation Bond). Further authorize City Engineer's office to complete Plans and Specifications at a cost not to exceed per attached Proposal.

BACKGROUND:

In 2007 the State of California approved Senate Bill 78 and 88 by the Voters of f California. These Bills were combined and have been normally called Proposition 1B for which the City of Bell received a one time allocation of \$626,998.00. The allocation was based on City's population as well as road miles within the City. Attached is League of California Cities Summary regarding the purpose and use of these funds by Cities and Counties.

The City Engineer's office was authorized to identify and commence the preparation of plans and specification for four streets which were deem necessary to rehabilitate with new asphalt cap and other improvements. The streets identified are:

RANDOLPH ST. from Otis Ave. to Pine Ave, length 950 feet.

WOODWARD AVE. from Gage Ave. to Randolph St., length 1200 feet.

OTIS AVE. from Florence Ave. to Bell Ave. length 1400 feet.

WEIK AVE. from Otis Ave. to Corona Ave, length 750 feet.

However, in October of 2008 the project was placed on hold and not completed. In the last several months, City has received many resident complaints regarding several of these above named streets. Specifically, Randolph Street is in need of rehabilitation due to many potholes on the roadway. The City Engineer is prepared to complete the plans and specifications and submit Bids to City Council with a recommendation for construction within a period of sixty (60) days.

FISCAL IMPACT

1. City is in receipt of original allocation of \$626,998.
2. Less previous expenditures per City Finance Department \$42,000.
3. Less engineering costs to complete project not to exceed \$30,000.
4. Estimated construction for four (4) Street \$550,000.
5. Remaining funds after expenditures estimated at \$4,998

ATTACHMENTS

1. RSCC Engineering, Inc., Proposal
2. League of California Cities Summary, Regarding Prop. 1B

RSCC ENGINEERING, INC.
CONSULTING CIVIL ENGINEERS

May 4, 2011

PEDRO CARRILLO
Interim Chief Administrative Officer
CITY OF BELL
6330 Pine Ave
Bell, California 90201

**SUBJECT: PROPOSAL FOR PREPARATION AND PLANS AND SPECIFICATIONS – STREET
REHABILITATION PROJECT UNDER PROPOSITION 1B FUNDING FOR RANDOLPH,
WOODWARD, OTIS AND WEIK AVE.– CITY OF BELL**

Dear Mr. Carrillo:

We are pleased to submit a Proposal for Engineering/Design services to include preparation of Plans and Specifications for the referenced project as follows:

SCOPE OF WORK

We will complete the items for a **FEE NOT TO EXCEED \$30,000**. We estimate, the P.S. & E.'s will be completed and submitted within 45 days (45) from acceptance and Authorization to Proceed. RSCC's Hourly Fee Schedule is attached to this Proposal. Should you have any questions regarding this proposal, please contact the undersigned.

Sincerely,



CARLOS ALVARADO, P.E.
Principal
(RCE 19857, EXP. DATE 9-30-11)
CA/er



**Proposition 1B (Transportation Bond):
Implementation of the \$2 Billion Local Streets and Roads Account
A Guide for Cities and Counties**

Budget Bill: SB 78 (Chapter 172, Statutes of 2007)

Trailer Bill: SB 88 (Chapter 181, Statutes of 2007)

Clean-Up Measures: AB 193 & AB 196

November 6, 2007

Outlined below are key elements regarding the Local Streets and Roads Account (LSR) from Proposition 1B, including the appropriation levels for FY 2007-08, key provisions, the process for triggering the allocation of the funds, as well as accountability requirements.

Appropriation Levels: \$400 Million to Counties and \$550 Million to Cities

The Budget Bill (SB 78) included a \$600 million appropriation for cities and counties from the Local Streets and Roads Account (LSR) contained in Proposition 1B, the Transportation Bond. SB 88, the trailer bill, which provides for the implementation of Prop. 1B, also included an additional appropriation of \$350 million for this purpose for a total of \$950 million for cities and counties in fiscal year (FY) 2007-08. AB 196 (Prop. 1B: LSR Implementation Clean-Up) specifies that the \$950 million is to be appropriated \$400 million for counties and \$550 million for cities as agreed to by the League and CSAC.

Use it or Lose it Requirement

The clean up language also codified a three-year use it or lose it provision that specifically requires the funds to be expended within three fiscal years after the FY in which the Controller makes the allocation. This means that all Prop. 1B LSR monies appropriated in FY 2007-08 must be expended by June 30, 2011. This provision will also dictate the timing for eligible expenditures, thus only those made after allocation of the funds would be eligible.

What is Required of Local Agencies to Trigger the Allocation by the Controller?

Each city and county must provide to the Department of Finance (DOF) a list of projects expected to be funded with bond funds before an allocation is made. **CSAC and the League are recommending that cities and counties submit project lists for the entirety of their FY 2007-08 allocations.** The list of projects must include, at a minimum, the following:

- A description and location of the proposed project
- A proposed schedule for the project's completion
- The estimated useful life of the capital improvement

The DOF, in consultation with the League and CSAC, is developing a template or spreadsheet for identifying information that would meet this requirement. The

Information requested will be listed in three categories; mandatory, highly recommended, and optional. The Department of Finance will electronically send this template to County Administrative Officers (CAOs), City Managers, and Public Works Directors in the very near future.

Once DOF receives the template completed by the individual city or county, DOF will review and determine that sufficient information is provided. They will notify the Controller, which in turn will, on a monthly basis, allocate the jurisdiction's apportionment.

Inclusion in County/City Budgets

All projects included on the project list submitted to DOF must also be included in a city, county, or city and county budget that has been adopted by the jurisdiction's council or board at a regular public meeting. Projects included in the FY 2007-08 local budgets or addendums to existing budgets would both meet this requirement. Please note that the project lists submitted to the DOF are flexible and substitutions are allowed to respond to local priorities.

The League and CSAC have received questions about utilizing a lump sum or list of specific projects in the budget to meet this requirement. It is recommended that cities and counties generate a Prop. 1B list, which is then approved by the Board or Council, and as part of that action, state that the projects were included within the adopted budget or specifically named within the capital improvement plan (major project).

What is Required After Cities and Counties Receive Prop. 1B Funds?

Each fiscal year upon expending funds, a local agency must submit further documentation regarding project expenditures to the DOF. This documentation shall include, at a minimum, the following:

- A description and location of each project
- The amount of funds expended on the project
- The completion date
- The project's estimated useful life

Project expenditure reporting must occur on an annual basis at the end of each fiscal year until all bond funds are exhausted. As noted above, this documentation must be consistent with a format developed and approved by the DOF, which is to follow upon availability.

What Types of Projects are Eligible for Funding?

The language contained in Proposition 1B is very broad with respect to eligible uses of the LSR bond proceeds. The bond language states that the proceeds can be used for *"projects that will assist in reducing local traffic congestion and further deterioration, improving traffic flows, or increasing traffic safety that may include, but not be limited to, street and highway pavement maintenance, rehabilitation, installation, construction and reconstruction of necessary associated facilities such as drainage and traffic control devices, or the maintenance, rehabilitation, installation, construction and reconstruction of*

facilities that expand ridership on transit systems, safety projects to reduce fatalities, or as a local match to obtain state or federal transportation funds for similar purposes."

Additionally, the DOF suggests review of Government Code Section 16727 (included below), which details project "useful life" requirements that the DOF suggested that we provide to cities and counties. However, it should be noted that the Prop. 1B language approved by the voters dictates if there are any conflicts regarding this provision. Thus, maintenance is eligible (utilizing force accounts), as well as activities associated with eligible projects such as project design, environmental review, right-of-way, and landscape improvements within the right of way. DOF asked that cities and counties remain cognizant of the fact that these are bond monies and useful life should be considered for prudent use of the funds.

Lastly, pursuant to discussions with the State Controller's Office, (which under the provisions of Prop. 1B maintains authority to audit local governments on project expenditures), projects within the 'right-of-way' is another good rule of thumb when determining what types of projects are eligible to be funded with bond monies.

Government Code Section 16727.

Proceeds from the sale of any bonds issued pursuant to this chapter shall be used only for the following purposes:

(a) The costs of construction or acquisition of capital assets. "Capital assets" mean tangible physical property with an expected useful life of 15 years or more. "Capital assets" also means tangible physical property with an expected useful life of 10 to 15 years, but these costs may not exceed 10 percent of the bond proceeds net of all issuance costs. "Capital assets" include major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the capital asset. "Capital assets" also include equipment with an expected useful life of two years or more. Costs allowable under this section include costs incidentally but directly related to construction or acquisition, including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, required mitigation expenses, appraisals, legal expenses, site acquisitions, and necessary easements.

(b) To make grants or loans, if the proceeds of the grants or loans are used for the costs of construction or acquisition of capital assets. Bond proceeds may also be used to pay the costs of a state agency for administering the grant or loan program.

(c) To repay funds borrowed in anticipation of the sale of the bonds, including interest, or to pay interest on the bonds themselves.

(d) To pay the costs of a state agency with responsibility for administering the bond program. These costs include those incurred by the Treasurer, the

Controller, the Department of Finance, and the Public Works Board for staff, operating expenses and equipment, and consultants' costs.

(e) The costs of the Treasurer's office directly associated with the sale and payment of the bonds, including, but not limited to, underwriting discounts, costs of printing, bond counsel, registration, and fees of trustees. Nothing in this section is intended to prohibit the investment of bond proceeds or the use of proceeds of those investments in any manner authorized by law.

It should be noted that there is no maintenance of effort provision as this is one-time money. However these revenues are intended to supplement existing investments in local streets and roads. One of the goals is to demonstrate to the public the benefit of these investments and reinforce the importance of their vote for the bond package. We know this revenue is a minimal investment compared to the need and must keep their faith to obtain further public support for future investments.

In addition, cities and counties are dependent upon future appropriations in the state budget process requiring support from both the Governor and the Legislature in order to draw down any further revenue from our \$1 billion each. It will be imperative that cities and counties utilize bond funds prudently and expeditiously in order to warrant future appropriations.

For additional information, please contact:

DeAnn Baker, California State Association of Counties, 916-650-8104, dbaker@counties.org or Kiana Buss, California State Association of Counties, 916-650-8185, kbuss@counties.org

Liisa Lawson Stark, League of California Cities, 916-658-8249, lstark@cacities.org or Dorothy Johnson, League of California Cities, 916-658-8214, djohnson@cacities.org

PROP 1B

City	Population	First Payment
Adelanto	27,139	436,512.34
Agoura Hills	23,340	400,000.00
Alameda	75,254	1,210,409.35
Albany	16,764	400,000.00
Alhambra	89,488	1,439,353.55
Aliso Viejo	45,037	724,389.48
Alturas	2,827	400,000.00
Amador	214	400,000.00
American Canyon	16,031	400,000.00
Anaheim	345,556	5,558,032.99
Anderson	10,594	400,000.00
Angels City	3,589	400,000.00
Antioch	100,150	1,610,844.56
Apple Valley	70,297	1,130,679.38
Arcadia	56,556	909,664.75
Arcata	17,244	400,000.00
Arroyo Grande	16,759	400,000.00
Artesia	17,589	400,000.00
Arvin	16,138	400,000.00
Atascadero	27,778	446,790.22
Atherton	7,423	400,000.00
Atwater	27,618	444,216.73
Auburn	13,112	400,000.00
Avalon	3,521	400,000.00
Avenal	16,737	400,000.00
Azusa	48,640	782,341.28
Bakersfield	323,213	5,198,661.05
Baldwin Park	81,146	1,305,178.16
Banning	28,272	454,735.87
Barstow	23,943	400,000.00
Beaumont	28,260	454,382.02
Bell	38,982	626,998.93
Bell Gardens	46,760	752,102.76
Bellflower	77,189	1,241,532.51
Belmont	25,897	416,535.61
Belvedere	2,149	400,000.00
Benicia	27,916	449,009.85
Berkeley	106,347	1,710,519.09
Beverly Hills	36,084	580,386.57
Big Bear Lake	6,207	400,000.00
Biggs	1,769	400,000.00
Bishop	3,585	400,000.00
Blue Lake	1,152	400,000.00
Blythe	22,626	400,000.00
Bradbury	938	400,000.00
Brawley	25,694	413,270.50
Brea	39,870	641,281.80
Brentwood	48,907	766,635.80



Subject: FW: Citizen Input Form
From: Rebecca Valdez
Date: Friday, April 08, 2011 4:16 PM
To: pedro@urbanassoc.com, rscengr@aol.com, Luis Medina , Magdalena Prado

Hi Pedro,

I am forwarding this email to you and included Carlos Alvarado and Luis Medina. Please advise on how to handle.

Thank you,

Rebecca Valdez, CMC

City Clerk

City of Bell

6330 Pine Avenue

Bell, Ca 90201

(323) 588-6211 ext. 217

(323) 771-9473 fax

rvaldez@cityofbell.org

From: BlueMail@bluehost.com [mailto:BlueMail@bluehost.com]
Sent: Friday, April 08, 2011 2:25 PM
To: cityclerk@bellcityclerk.org
Subject: Citizen Input Form

Your BlueMail form has been completed, following are the results:

Field Value

subject Citizen Input Form

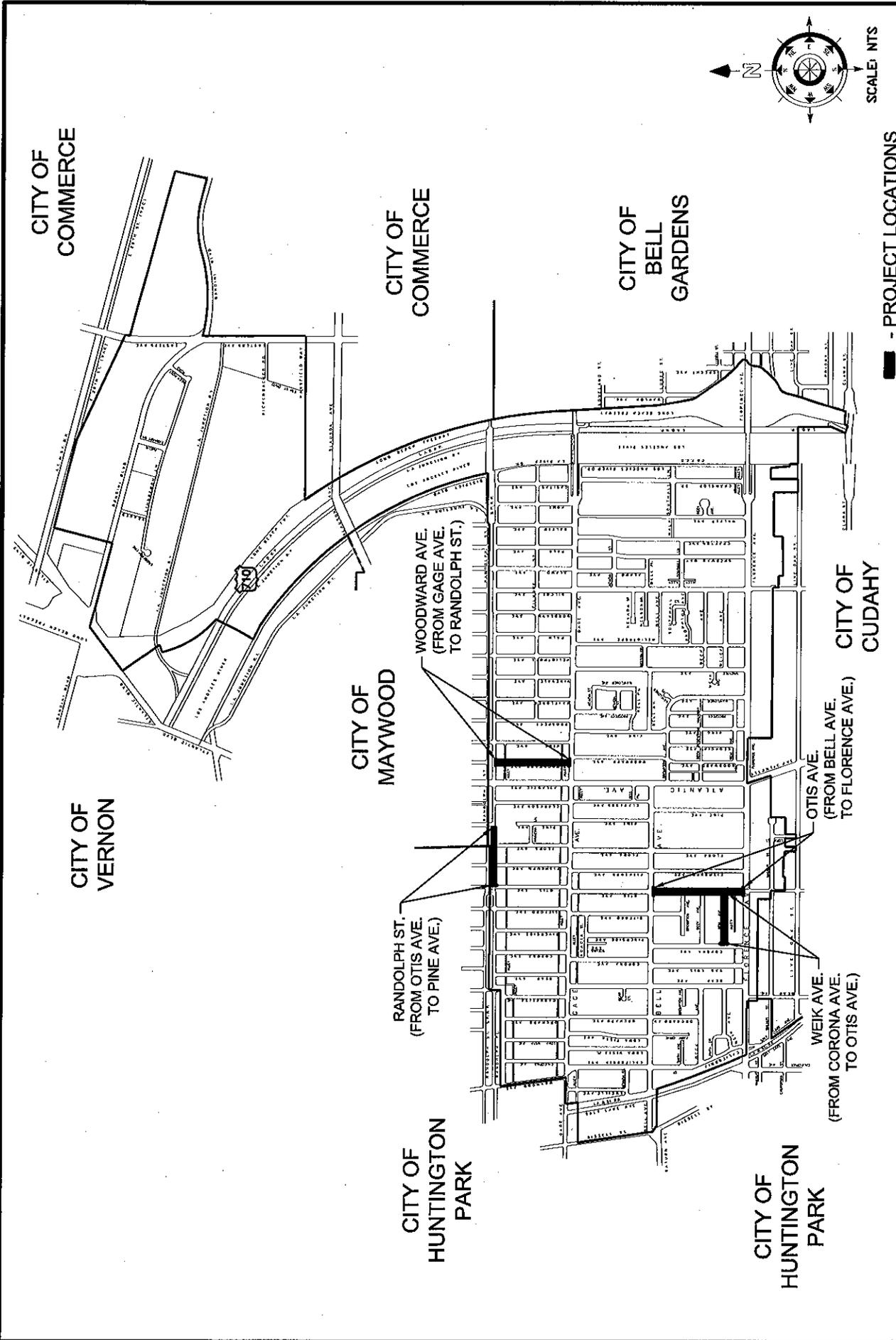
name Yessica Jovel

address

email yessica.jovel@gmail.com

question Hello, I wanted to know whether the city had any plans of paving Randolph Street between Pine Avenue and Clarkson Avenue. This section is in major need of road repair, when can residents expect it to be fixed? Thanks, I look forward to your response.

=



CITY OF BELL
STREET REHABILITATION PROJECT
(VARIOUS LOCATIONS)

PREPARED BY RSCC ENGINEERING, INC.
 APRIL, 2011

City of Bell Agenda Report

DATE: May 11, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Approval of Tolling Agreement with County of Los Angeles and the Los Angeles County Flood Control District related to a lawsuit brought by the Natural Resources Defense Council, Inc., and the Santa Monica Baykeeper

RECOMMENDATION:

Approve the tolling agreement with the County of Los Angeles and the Los Angeles County Flood Control District (collectively, the "County") related to a lawsuit brought by the Natural Resources Defense Council, Inc., and the Santa Monica Baykeeper against the County and District in U.S. District Court ("NRDC lawsuit"), relating to the stormwater discharges in the Los Angeles basin and authorize the Mayor to execute on behalf of the City of Bell ("City" or "Bell").

DISCUSSION:

In 2009, the City and the County entered into a tolling agreement concerning an administrative claim filed by the County and District against the City filed in March 2009 pursuant to Division 3.6, Part 3 of the Government Code. Similar claims were filed by the County with a number of other cities and public entities throughout the County of Los Angeles. These claims concerned the NRDC lawsuit.

Since the filing of the claim, the U.S. District Court has found for the County with respect to causes of action in the NRDC lawsuit that gave rise to the administrative claim against the Cities. The Ninth Circuit Court of Appeals presently is considering an appeal of the District Court's ruling. Until the Ninth Circuit rules, the County will not know whether the NRDC lawsuit remains active as to the claim involving the Cities.

Given this continuing uncertainty, and to avoid the prospect of costly litigation, the County along with the various cities have extended the tolling agreement to March 12, 2013 from the current expiration date of March 12, 2011. If the Ninth Circuit rules in the County's favor, and there are no further appeals, the tolling agreements can be terminated.

The administrative claim filed by the County against including Bell was brought only because of the strict filing deadline in the California Government Claims Act; it remains the County's hope that it will not be necessary to bring an action against Bell.

During the period of time when Bell did not have a functioning City Council, the City, based on the prior action by the Council in 2009, briefly extended the tolling agreement to April 30, 2011. Due to other pressing matters, this issue was not considered at the April 20 special Council meeting. This extension dates back to March 12, 2011 and, as previously stated, will expire on March 12, 2013.

If the tolling agreement previously entered into by Bell is not extended as proposed, the County will be required to bring an action in Los Angeles County Superior Court against Bell. Last year, the County brought an action in Superior Court against the two municipalities that chose not to execute a tolling agreement and that action is currently pending.

FISCAL IMPACT:

In the event the tolling agreement is not extended, Bell will likely face a lawsuit filed by the County, the costs of which are uncertain at this time. If the tolling agreement is executed and the Ninth Circuit upholds the District Court's ruling, the cost to Bell is minimal.

ATTACHMENTS

1. Tolling Agreement

1638067.1

AMENDMENT TO TOLLING AGREEMENT

This Amendment to Tolling Agreement ("Amendment") is entered into by and between (a) the County of Los Angeles ("County") and the Los Angeles County Flood Control District ("District") and (b) the City of Bell ("City") (all collectively referred to herein as the "Parties" and individually as "Party") and is effective as of March 1, 2011.

WHEREAS, the County and District have filed with the City administrative claims (the "County's and District's Administrative Claims");

WHEREAS, the Parties entered into a Tolling Agreement on or about February 5, 2010 ("Tolling Agreement"), extending the time for the County and the District to bring an action against the City, which Tolling Agreement expires on March 12, 2011;

WHEREAS, due to municipal elections, the City will not hold a City Council meeting until April;

WHEREAS, pending such City Council meeting, the City wishes to enter into an interim extension of the Tolling Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 1 of the Tolling Agreement is hereby amended to provide that the Tolling Period (as defined in Paragraph 1 of the Tolling Agreement) is hereby tolled and extended from March 12, 2011 through April 30, 2011.
2. All other provisions of the Tolling Agreement remain in full force and effect.
3. The undersigned represent that they have the authority to sign on behalf of, and to bind to this Amendment, the entities set forth below.

4. This Amendment and the Tolling Agreement shall constitute the entire agreement of the Parties with respect to the subject matter thereof and may not be modified except in a writing signed by the Parties.

5. This Amendment may be signed in counterparts, and each counterpart shall be deemed an original, but all of which shall constitute one and the same instrument.

FOR THE COUNTY AND DISTRICT:

Dated: _____, 2011

ANDREA SHERIDAN ORDIN, County
Counsel
JUDITH A. FRIES, Principal Deputy
County Counsel
LAURIE E. DODS, Deputy County Counsel

Judith A. Fries

FOR THE CITY OF BELL:

Dated: 03/10/_____, 2011

 Pedro Carrillo

City of Bell Agenda Report

DATE: May 11, 2011
TO: Mayor and Members of the City Council
FROM: Pedro Carrillo, Interim Chief Administrative Officer
SUBJECT: Forthwith Payments

RECOMMENDATION:

Adopt Resolution 2011-09 to rescind Resolution 2011-04 and modify the list of payments that may be made without prior City Council to include utilities, payroll, payroll taxes, insurance premiums and workers' compensation expenses.

DISCUSSION:

At the Special Meeting of April 22, 2011, the City Council amended the draft of Resolution 2011-04 to prohibit any expenditure of City funds except for payment of utilities. The Council's action had the effect of prohibiting payments to cover the City's payroll, insurance and payroll tax obligations. Failure to make these payments could result in increased liability to the City. For example, if an insurance policy lapses due to non-payment and a loss is incurred without coverage in place, the City would be liable for the full amount due, including attorneys' fees and costs.

Additionally, as an employer of more than 25 persons, the City is required to comply with the provisions of the Workers' Compensation Law embodied in the California Labor Code. In the normal course of the administration of the City's workers' compensation program, the City must pay for routine and necessary expenses, generally of smaller amounts (generally anywhere from \$1.00 to \$1000.00) on an essentially daily basis. These payments are statutorily required under the workers' compensation program in the Labor Code.

Failure of the City to make these workers' compensation-related payments in a timely manner will result in penalties of at least 10% and perhaps up to 25% of the amounts due, depending on whether the City is shown to be engaging in a general business practice of refusing to make the payments.

Other payments, such as payments for gasoline for the City's fleet of vehicles (both public safety and non-public safety related) must be made on a regular and timely basis to ensure availability for day-to-day use and the ability to meet the demands of the public related to public safety.

Finally, certain contractual obligations of the City are tied to the schedule set for regular payroll payments. Specifically, the City's contract with Urban Associates provides that payment for

Interim City Manager services shall be made concurrently with regular payroll payments. Accordingly, staff has included Urban Associates' on the list of vendors attached as Exhibit A to Resolution 2011-09.

In light of the above, staff strongly recommends that the City Council rescind Resolution 2011-04 and approve and adopt the attached Resolution 2011-09 to modify the list of vendors and payments that may be made with City Council review subsequent to the payments.

FISCAL IMPACT:

Allowing certain statutorily-required payments, such as those related to the City's obligations in the administration of its workers' compensation program, will allow the City to avoid penalties of at least 10% and up to 25% on those charges.

RESOLUTION NO. 2011-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CONCERNING PAYMENTS TO CITY VENDORS AND CONTRACTORS

WHEREAS, the City is currently facing unprecedented fiscal challenges, and in an effort to more prudently manage the City's finances, it is necessary to make certain changes to the manner in which City vendors and contractors are paid; and

WHEREAS, the City Council adopted Resolution 2011-04 on April 20, 2011 as an initial step in beginning to deal with the City's current fiscal challenges; and

WHEREAS, Resolution 2011-04, as adopted, provided that only the City's utility bills could be paid without City Council review (as set forth in the amended Exhibit A to Resolution 2011-04); and

WHEREAS, the City Council has determined that, in addition to utility payments, there are a limited number of other types of payments that must be made expeditiously in the ordinary course of business, including payroll, liability insurance premiums, gasoline payments, and certain legally-required workers' compensation payments; and

WHEREAS, to ensure fiscal accountability, and to allow the City Council the opportunity to review the City's bills in an open and transparent manner, with the exception of the vendors and contractors set forth in Exhibit A, attached hereto and incorporated herein by reference, who provide essential services to the City which are necessary to safeguard the public's health safety and welfare, and whose services are necessary to the City's administrative operations, all payments made to City vendors and contractors will require approval by the City Council.

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

Section 1. The above findings are true and correct and are incorporated herein by reference.

Section 2. Resolution 2011-04 is hereby rescinded.

Section 3. With the exception of the contractors and vendors set forth in Exhibit A, attached hereto and incorporated herein by reference, all payments made to City vendors and contractors will require approval by the City Council.

Section 4. That the City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

[RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED AND ADOPTED this 11th day of May 2011.

Ali Saleh
MAYOR

ATTEST:

Rebecca Valdez, CMC
CITY CLERK

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, do hereby certify that the above Resolution No. 2011-09 was duly adopted by the City Council of the City of Bell at a regular meeting thereof, held on the 11th day of May, 2011, and the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
CITY CLERK

EXHIBIT A**VENDOR LISTING
FORTHWITH PAYMENTS**

VENDOR	DESCRIPTION
AT & T	Utilities Payment- monthly
CALPERS	Medical Insurance for Active & Retired Employees-Monthly
CALPERS	Retirement Contributions -biweekly
California Water Service	Utilities Payment-monthly
City of Bell Payroll Fund	Payroll Wages deposit- biweekly
City of Bell Payroll Fund	Payroll Taxes deposit -biweekly
City of Huntington Park Water Department	Utilities Payment-monthly
Delta Dental	Dental Premium - Monthly
Direct TV	Utilities Payment-monthly
EDD	Unemployment Insurance - Quarterly
Fleet Services (Formerly Conoco Phillips)	Gasoline billing
Golden State Water Company	Utilities Payment-monthly
Maywood Mutual Water Co.	Utilities Payment-monthly
Southern California Edison	Utilities Payment- monthly
Southern California Gas	Utilities Payment- biweekly
Standard Life Insurance	Life Insurance Premium- Monthly
Urban Associates	Interim CAO - Bi-monthly
Vision Service Plan	Vision Insurance Premium - Monthly
Time Warner Cable	Utilities Payment- monthly
Wells Fargo Bank	Worker's Compensation Payments - as needed (administered by TPA Admin Sure)
Wells Fargo Bank Credit	Credit Card for Natural Gas - Monthly
	Court Mandated Payments for Settlement