City Council Agenda

Regular Meeting

Wednesday, May 25, 2011
6:00 PM Closed Session
7:00 PM Open Session

City Council Chambers
6330 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

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

Regularly City Council meetings are held 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

May 25, 2011
6:00 P.M. Closed Session
7:00 P.M. Open Session

Bell Community Center
6250 Pine Avenue

I. Call to Order

1.01 Pledge of Allegiance to the Flag.

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

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 and related Authorities and Agencies only on items that are listed under Section III, Closed Session.

III. Closed Session

3.01 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(a)
Name of Case: *Robert McSweeney v. City of Bell, et al*
Case No.: Los Angeles Superior Court BC406337

3.02 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(a)
Name of Case: *Olivia Camargo v. City of Bell*
Case No.: Los Angeles Superior Court 11C00168

3.03 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Government Code Section 54956.9(a)
Name of Case: *People v. Robert Rizzo, et al*
Case No.: Los Angeles Superior Court BC445497

3.04 CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(c)
(Three (3) potential cases)

3.05 THE CITY COUNCIL WILL RECESS TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) PUBLIC EMPLOYMENT: INTERIM CHIEF ADMINISTRATIVE OFFICER

3.06 THE CITY COUNCIL WILL RECESS TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1) PUBLIC EMPLOYMENT: INTERIM CITY ATTORNEY

Reconvene to Open Session

IV. Presentations

4.01 Presentation by Board Member Yolie Flores, Los Angeles Unified School District.

V. Communications From The Public on Agenda Items (non-Public Hearing items), only

This is the time for members of the public to address the City Council, Community Redevelopment Agency, the Community Housing Authority, the Public Finance Authority and the Bell Solid Waste Authority on items that are listed on the open session agenda but not on the public hearing item, 6.01.

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

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

Each person who addresses the Council and/or its related authorities and agencies 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.

VI. Public Hearing

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

6.01 Consideration of Fiscal Year 2011-2012 Community Development Block Grant Program Budget and Approval of Resolution No. 2011-10 Approving the CDBG Projects and Budgets. 1-13

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

VII. 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.

7.01 Consideration of Bell City Council Minutes, Bell Community Redevelopment Minutes, Bell Community Housing Authority Minutes and Bell Public Finance Authority Minutes dated April 20, 2011. 14-27

Recommendation: Approve the minutes.

7.02 Consideration of warrants through May 11-18, 2011. 28-32

Recommendation: Approve the warrants.

7.03 Consideration of adopting four Resolutions and approve the Preparation of Engineer's Reports for the Following Assessment Districts for Fiscal Year 2011-2012. 33-42

1. Solid Waste Collection, Transfer and Disposal Service (Resolution No. 2011-11)
2. Integrated Waste Management Plan (Resolution No. 2011-12)
3. Landscape and Lighting (Resolution No. 2011-13)
4. Sanitation and Sewer Systems (Resolution No. 2011-14)

Recommendation: Individually adopt the Resolutions and direct preparation of the Engineer's Report for each Assessment District.

7.04 Consideration of Amendment No. 1 to Agreement for Community Development Block Grant (CDBG) Administrative Services and Technical Assistance with Diana Cho and Associates effective until June 30, 2011; Amendment No. 1 to Agreement for CDBG Lead Paint and Asbestos Inspection, Testing and Assessment with Lead Tech Environmental effective until June 30, 2011; and Amendment No. 1 to Agreement for CDBG Graffiti Removal Services with Graffiti Protective Coatings effective until June 30, 2011. Direct the Interim Chief Administrative Officer to Prepare and Issue a Request for Proposals for Grants Management services, Lead Paint and Asbestos Inspection, Testing and Assessments services and Graffiti Removal services. 43-105

Recommendation: Authorize the Mayor to execute the amendments for CDBG Administrative Services and Technical Assistance agreement with Diana Cho and Associates; Lead Paint and Asbestos Inspection, Testing and Assessment agreement with Lead Tech Environmental and Graffiti Removal Services agreement with Graffiti Protective Coating all 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 Proposals for Grants Management services, Lead Paint and Asbestos Inspection, Testing and Assessments services and Graffiti Removal services.

7.05 Discussion regarding the Bell Police Department's procedures and programs for graffiti abatement and apprehension throughout the City of Bell. 106-108

Recommendation: Receive and File.

7.06 Discussion regarding the City's (and related Authorities and Agencies) General Funds and Fiscal Year 2011-12 Budget and process for consideration and adoption. 109-121

Recommendation: Staff seeks direction from the Council.

VIII. 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.

8.01 Consideration of Bell Community Redevelopment Agency Minutes dated May 11, 2011. *(Item is being consider under City Council Business item 5.01, therefore no action is required)*

8.02 Consideration of warrants through May 1-11, 2011. 122-123

Recommendation: Approve the warrants.

8.03 Identification of items for next Community Redevelopment Agency meeting.

IX. 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.

9.01 Consideration of Bell Community Housing Authority Minutes dated April 20, 2011. *(Item is being consider under City Council Business item 5.01, therefore no action is required)*

9.02 Consideration of warrants through May 1-11, 2011. 124-127

Recommendation: Approve the warrants.

9.03 Consideration of warrants through May 11-18, 2011. 128-130

Recommendation: Approve the warrants.

9.04 Identification of Items for next Community Housing Authority meeting.

X. 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.

10.01 Consideration of Bell Public Finance Authority Minutes dated April 20, 2011. *(Item is being consider under City Council Business item 4.01, therefore no action is required)*

10.02 Identification of Items for next Public Finance Authority meeting.

XI. Communications From The Public

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

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

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

XII. 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.

XIII. 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.

XIV. Identification of Items for Next City Council Meeting.

XV. Adjournment

Next Regular Meeting, Tuesday, June 7, 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 20, 2011, Seventy-Two (72) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

City of Bell
Agenda Report

DATE: May 25, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo
Interim Chief Administrative Officer

SUBJECT: Consideration of 2011-2012 Community Development Block Grant Program Budget and Approval of Resolution No. 2011- 10 Approving the CDBG Projects and Budgets

Recommendation:

It is recommended that the City Council conduct the Public Hearing for appropriation of the Fiscal Year 2011-2012 Community Development Block Grant Program (CDBG) Budget and approve Resolution No. 2011-01 approving the CDBG projects and budgets listed in this report for funding during the 2011-2012 Program Year.

Background:

Participating cities in the Los Angeles County Community Development Commission's Block Grant (CDBG) Program have been instructed to begin formulating CDBG projects for the upcoming 2011-2012 program year. The Community Development Commission (CDC) estimates that the City of Bell will receive approximately $590,542 in new CDBG funds and $302,312 in prior year's funds for a total of $892,854 during the 2011-2012 program year for the purpose of implementing eligible CDBG projects.

If the final grant allocation is increased or decreased by the U. S. Department of Housing and Urban Development (HUD), the City of Bell may adjust the CDBG Program budget accordingly.

Prior to approval of the programs and budget, a public hearing is required to receive and consider citizen input on the proposed Community Development Block Grant (CDBG) Program.

Eligible CDBG projects are those that meet one of the following national objectives for the program:

- Benefiting low- and moderate- income persons; or
- Addressing slums or blight; or
- Meeting a particular urgent community development need.

A list of projects and accompanying budget was due to the CDC on January 31, 2011. The City of Bell's projects and budget will ultimately become part of the Los Angeles County's CDBG program application to the U.S. Department of Housing and Urban Development.

CDBG funds may be used for a variety of community development activities such as residential rehabilitation, handyworker, lead paint testing and abatement, park improvements, public works improvements, code enforcement, public services, and administration.

The City has participated in the Los Angeles County Urban CDBG Program since 1975. Participating cities receive funding according to a formula that includes the number of cities participating in the county program, population, the extent of overcrowded housing, and the number of families below the poverty level.

Proposed Projects and Budgets for the 2011-2012 Program Year

The City will have $590,542 in new FY 2011-2012 CDBG Funds and $302,312 in prior years' CDBG Funds available for allocation. Staff recommends that the CDBG funds be allocated for the following projects:

1. Lead Based Paint/Hazard Test/Abatement Program $ 20,000
   To provide funding for lead-based paint and lead hazard testing, and abatement costs in conjunction with the Residential Rehabilitation and Handyworker Programs. Testing for lead-based paint and removal of lead-based paint including lead hazard materials are required under the Community Development Block Grant (CDBG) Program.

2. Program Management and Administration $ 44,290
   To provide overall CDBG program administration and implementation for all CDBG funded projects. The CDBG program is being implemented by City staff with assistance from the City's consultant - Diana Cho and Associates. The funding level is subject to the 7.5% CDBG cap for administrative costs.

3. Residential Rehabilitation $294,992
   To provide grants and low-interest loans to low- and moderate- income homeowners; deferred loans to the elderly and handicapped homeowners and to low- and moderate-income families in overcrowded housing.

4. Graffiti Removal $ 88,581
   To provide funding for the graffiti removal contractor to remove graffiti from public and private property. Funding level is subject to the 15% public service cap.

5. Handyworker Program $294,991
   To provide funding for City staff, equipment and supplies necessary to provide handyman services to low- and moderate- income homeowners.

6. Code Enforcement $150,000
   To provide comprehensive Code Enforcement in deteriorating or deteriorated areas throughout the City. This funding level provides for code enforcement personnel.

Total CDBG Funds **$892,854**

Fiscal Impact:

Funding for the CDBG Program is received from the Federal Government. The CDBG Program does not impact the City's General Fund budget.

Attachments:

Resolution No. 2011-10
Exhibit "B" - Eligible CDBG Activities
Exhibit "C" - Ineligible CDBG Activities
Public Hearing Notice
Community Development Commission Letter

RESOLUTION NO. 2011-10

A RESOLUTION OF THE BELL CITY COUNCIL APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2011-2012

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City of Bell has received notification of the availability of new Fiscal Year 2011-2012 Federal Community Development Block Grant (CDBG) funds in the amount of $590,542 and an additional $302,312 in Unallocated Prior Years Community Development Block Grant funds for a total of $892,854 to further the attainment of these goals during Fiscal Year 2011-2012; and

WHEREAS, the City has posted information regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

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

Section 1. That the City allocates its available Community Development Block Grant funds for the projects and programs as noted on Exhibit "A" attached herewith.

Section 2. That the Interim Chief Administrative Officer and/or his designee are authorized and directed to submit the City's final Planning Summary for Fiscal Year 2011-2012.

Section 3. That the Interim Chief Administrative Officer and/or his designee are authorized to adjust the program budget as necessary to take into account the final CDBG allocation from the U.S. Department of Housing and Urban Development (HUD) and any amounts remaining unspent at the close of the fiscal year.

Section 4. That the Interim Chief Administrative Officer and/or his designee are authorized to execute the contractual and related documents to be prepared by the County of Los Angeles that are required for the implementation of the projects/ programs set forth herein.

Section 5. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 25th day of May 2011.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

James M. Casso, Interim City Attorney

I, Rebecca Valdez, City Clerk of the City of Bell, hereby certify that the above and foregoing resolution was duly adopted by the Bell City Council at its regular meeting held on the 25th day of May 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

Exhibit "A"

FY 2011-2012 CDBG Program

1.	Lead Based Paint/Hazard Test/Abatement Program	$ 20,000
2.	Program Management and Administration	44,290
3.	Residential Rehabilitation	294,992
4.	Graffiti Removal	88,581
5.	Handyworker Program	294,991
6.	Code Enforcement	150,000
	Total	**$892,854**

Exhibit "B"

ELIGIBLE ACTIVITIES

Community Development Block Grant (CDBG) funds may only be used for projects and activities that meet one of the following national objectives of the program:

- Benefiting low- and moderate-income persons; or
- Addressing slums or blights; or
- Meeting a particularly urgent community development need.

Under current guidelines, the City of Bell may use CDBG funds for a variety of activities including:

1. **Acquisition of Real Property**
   Example: Acquisition of land, air rights, easements, water rights, rights-of-ways, building and other real property improvements.

2. **Disposition of Real Property**
   Example: Disposition of real property acquired with CDBG funds through sale, lease or donation including fees and costs associated with the transfer of ownership of real property.

3. **Public Facilities and Improvements**
   Example: Parking, streets, curbs, gutters and sidewalks, parks and playgrounds, shelters for the homeless, water and sewer facilities, flood and drainage improvements, community, senior and health centers.

4. **Acquisition, Reconstruction, Rehabilitation or Installation of Privately-Owned Utilities**
   Example: Pay the costs of placing underground new or existing power lines owned by private utilities.

5. **Clearance, Demolition, Removal or Building and Improvements, or Movement of Structure to Other Sites**
   Example: Demolition of vacant structure and removal of the debris to make a neighborhood park and playground available to residents in a low/moderate income neighborhood.

6. **Public Services**
   Example: Child care, health care, job training, recreation programs, education programs, public safety services, fair housing activities, services for senior citizens, services for homeless persons, drug abuse counseling and treatment, and energy conservation counseling and testing.

7. **Interim Assistance**
   Example: Improvements to a deteriorating area as a prelude to permanent improvements or alleviation of harmful conditions where immediate public action is necessary.

8. **Relocation Payments and Assistance**
   Example: Relocation and payments to displaced individuals, families, businesses, or nonprofit organizations that result from the acquisition of property for CDBG-assisted purposes.

9. **Loss of Rental Income**
Example: Loss of rental income incurred in holding housing units used for the relocation of individuals and families displaced by CDBG-assisted activities.

10. **Removal of Architectural Barriers**
Example: Installation of ramps, curb cuts, wider doors, elevators, and physical modification to buildings, facilities and improvements to make them accessible.

11. **Housing Rehabilitation**
Example: Financial assistance such as grants and deferred loans for the rehabilitation of any publicly or privately-owned residential property.

12. **New Housing Construction**
Example: Funding for housing construction project that has received funding through a Housing Development Grant (HODAG), or housing to be constructed by a local development corporation, small business investment company, or neighborhood-based nonprofit organization.

13. **Code Enforcement**
Example: Inspections in a low/moderate income neighborhood targeted for rehabilitation assistance, a neighborhood facility and street reconstruction.

14. **Historic Preservation**
Example: Rehabilitation, preservation and restoration of historic properties.

15. **Commercial or Industrial Rehabilitation**
Example: Improvements to the exterior of the building and the correction of code violations.

16. **Special Economic Development**
Example: Loans to pay for the expansion of a commercial business which will create jobs for low/moderate income persons, or technical assistance to a business facing bankruptcy.

17. **Special Activities by Neighborhood-Based Nonprofit Organizations, Small Business Investment Companies, or Local Development Corporations**
Example: Provide grants or loans to carry out a neighborhood revitalization, community economic development or energy conservation program.

18. **Planning and Capacity Building**
Example: Comprehensive plans, individual project plans, community development plans, studies, analysis and data gathering.

19. **Program Administration Costs**
Example: Payment of costs for overall program management.

Exhibit "C"

INELIGIBLE ACTIVITIES

Activities and projects that are ineligible for CDBG funding include:

1. Buildings or portions thereof, used for the general conduct of government.

2. General government expenses.

3. Political activities.

4. Purchase of equipment, unless otherwise required for program.

5. Operating and maintenance expenses.

6. New housing construction, except housing of last resort of last resort for persons displaced due to a CDBG project, housing to be funded through a Housing Development Grant (HODAG), or housing to be constructed by a local development corporation, small business investment company, or neighborhood-based nonprofit organization.

7. Income payments to an individual or family for items such as food, clothing, housing or utilities.

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Sean Rogan
Executive Director

RECEIVED
MAY - 6 2011
City Clerk's Office
City of Bell

May 3, 2011

Pedro Carrillo, Interim Chief Administrative Officer
City of Bell
6330 Pine Ave.
Bell, CA 90201-1221

Dear Mr. Carrillo:

REDUCTION IN FISCAL YEAR 2011-2012
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

The Federal budget has recently been approved for Fiscal Year (FY) 2011. As a result, the CDBG Program will be reduced by approximately 16% from its current funding level. In addition, we have been told that it may be two (2) months before the U.S. Department of Housing and Urban Development (HUD) issues final allocation numbers.

This notification, therefore, replaces the information conveyed in CDBG Bulletin No. 10-0031, and provides you with a new estimate to enable you to make adjustments to your Planning Summaries. Our funding decrease estimates are slightly higher (18%) than those projected by HUD to take into account any variation that may occur in the final allocations. The enclosed table summarizes the impact of such a reduction on your allocation. The cities highlighted in bold show the remaining allocations after the Section 108 payments have been deducted. If the final allocation to your City is larger than these estimates, the difference will become an unallocated balance in your funding pool.

If you have already approved an exchange of FY 2011-2012 funds using the previous planning estimates, please consult your City Attorney to determine if it is necessary for your City Council to re-approve the new amounts.

The allocation for FY 2011-2012 reflects the largest reduction the Program has faced since its inception, taking us back to 1988-89 funding levels. Given this drastic cut, the CDBG Division is confronting unprecedented challenges, yet we must still meet the demands of the Federal requirements, which have not been reduced with the decreased funding. Therefore, the Community Development Commission and the CDBG Division have taken the following actions for the upcoming fiscal year:

- Frozen management salary increases; and
- Reduced Division staff.

Further, as a result of the funding decrease, it will be necessary to reduce the cities' administration authority from 10.0% to 7.5%. This effort is needed in order to enable us to meet the statutory requirement of the 20% cap, which has been severely reduced by the overall cut. While the CDBG Division will still be mandated to fulfill all Federal grant requirements, we will also continue to provide training, monitoring, environmental clearances, fair housing outreach, reporting, and maintenance of our technology systems. As you are aware, over the years, the CDBG Division has invested significant funding in developing our CDBG Online System. We have been fortunate to be able to develop this system without having to pass down the cost to our cities. We will now be forced, with impending staff reductions, to rely more heavily on this system to assist us in managing our grant, and the associated workload, for the unincorporated areas and our 49 cities.

We understand that the action to reduce the cities' administration authority is untimely, but it is very necessary. We anticipate that there will be additional reductions, depending upon the outcome of the Federal FY 2012 budget.

It is more important than ever to continue to communicate to your Congressional Representatives the benefits that the CDBG Program is providing to your community. In addition, the program income accrued, in-part, by the activities funded through our participating cities, has assisted us in generating additional administrative authority. Unfortunately, program income has been declining as well, therefore, any assistance you can provide in ensuring that program income is submitted expeditiously would support our efforts.

As always, we appreciate our partnership and will continue to work with you through these challenging times. If you have any questions concerning the changes, please contact Terry Gonzalez, Director, CDBG Division, at (323) 890-7150.

Sincerely,

Bobbette A. Glover
for SEAN ROGAN
Executive Director

SR:TG:LJ:HR:RDW:rb
K:\CDBG COMMON\GPA\PAT Bulletins\PlngEst2011-12 - Letter.final merge

Enclosure

c: Nicole Englund, Deputy, 1st District

FISCAL YEAR 2011-2012 CITY ANTICIPATED ALLOCATIONS BASED ON 18% REDUCTION

CITY	ALLOCATION
AGOURA HILLS	$83,316
ARCADIA	350,403
AVALON	27,196
AZUSA	533,115
BELL	590,542
BELL GARDENS	758,328 -553,735 204,593
BEVERLY HILLS	226,838
BRADBURY	3,065
CALABASAS	80,320
CERRITOS	295,675
CLAREMONT	183,882 -57,383 126,499
COMMERCE	158,682
COVINA	380,806
CUDAHY	421,106
CULVER CITY	266,879 -164,487 102,392
DIAMOND BAR	314,216
DUARTE	181,201
EL SEGUNDO	76,477
HAWAIIAN GARDENS	213,080
HERMOSA BEACH	80,869
IRWINDALE	15,593
LA CANADA-FLINTRIDGE	88,973
LA HABRA HEIGHTS	21,126
LA MIRADA	256,544
LA PUENTE	513,764
LA VERNE	145,580
LAWNDALE	385,051
LOMITA	163,030
MALIBU	69,058
MANHATTAN BEACH	128,195
MAYWOOD	455,365
MONROVIA	329,382
RANCHO PALOS VERDES	158,204
ROLLING HILLS	5,709
ROLLING HILLS ESTATES	24,434
SAN DIMAS	180,893

CITY	ALLOCATION
SAN FERNANDO	313,681 -345,296 -31,615
SAN GABRIEL	432,571
SAN MARINO	58,324
SANTA FE SPRINGS	157,012
SIERRA MADRE	41,422
SIGNAL HILL	107,926
SOUTH EL MONTE	281,735
SOUTH PASADENA	130,474
TEMPLE CITY	256,361
TORRANCE	908,999
WALNUT	167,731
WEST HOLLYWOOD	277,327
WESTLAKE VILLAGE	28,158

K:\CDBG COMMON\GPA\PAT Bulletins\PlngEst2011-12 Attachment.doc

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

April 20, 2011– 7:00 P.M.
Bell Community Center
6250 Pine Avenue

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

Present: Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez, Councilwoman Quintana and Councilman Valencia

Absent: None

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 Robert Treitler, Bell Police Department Chaplin.

Communications from the Public

Julia Juarez, Office of Assembly Member Ricardo Lara, presented a resolution to the Sanchez Family in memory of Miguel Sanchez.

The City Council also presented a letter to the Sanchez Family adjourning the meeting of April 11, 2011 in memory of Miguel Sanchez.

Jimmy Gutierrez, General Counsel to the Southeast Cities School Coalition, requested the City Council to table agenda item 3.13 and discussed continuing the participation with the Coalition.

7:26:53 PM Elizabeth Ramos, 4639 Live Oak Street, expressed concern about the safety at Nimitz Middle School and would like for the Police Department to provide more safety at the school.

7:35:13 PM Coco Ceja, 6936 Prospect Avenue, requested the Council provide full agenda packets to the residents and requested the Council to approve item 3.08.

7:39:47 PM Baldomero Marquez, 7025 Crafton Avenue, requested more time to review the agenda and expressed concerned about the high number of pages in the agenda.

7:42:22 PM Nora Saenz, 6251 Woodlawn Avenue, expressed concern about the closed session item regarding the Bell Police Officer's Association (BPOA) and requested the Council to take citizens into consideration before signing any contract with the BPOA. She also requested to have more time to review the agenda.

7:44:43 PM Joe Carmona, 7016 Crafton, expressed concern regarding item 3.11.

7:46:34 PM Sandra Orozco, Maywood Resident, congratulated the new City Council and expressed concern regarding former Maywood CAO Angela Spaccia.

7:50:43 PM Donna Gannon, 6601 Prospect Avenue, expressed concern regarding item 3.01 and requested the Council to look into putting a cap on the accrual of vacation time. She also expressed concern on item 3.09 and requested the Council to look into the number of drivers providing service to the city.

7:53:29 PM Gwilym McGrew, no address stated, congratulated the new Council, expressed concern regarding the Southeast Cities School Coalition and expressed concern regarding the Oldtimers Foundation. He also expressed concern regarding Resolution 2011-04 and suggested to the City Council to slash the first two paragraphs of the resolution and requested a follow up on the complaint made against the Police Department.

8:00:07 PM Ignacio Marquez, 7027 Crafton Avenue, expressed concern regarding item 3.11.

8:01:04 PM Alex Paredes, 7101 California Avenue, expressed concern about item 3.01 and also expressed concern about a rumor of getting rid of the Police Department.

8:02:54 PM Jaime Luna, 7111 Heliotrope Avenue, wanted to discuss issues that were not on the agenda, however Mr. Luna will address it at the next regular meeting.

8:07:50 PM Julie Gonzalez, Bell Chamber of Commerce, congratulated the Council.

8:08:22 PM Bill Dewitt, City of Southgate Council Member, introduced himself to the Council and informed them that the City of Southgate is willing to assist the city in anything they can do.

8:10:43 PM Mario Rivas, 6336 Home Avenue, congratulated the City Council and expressed concern regarding items 3.01, 3.03, 3.04, 3.06 and 3.09. Mr. Rivas requested the Council to look into how much money the city is spending and to follow up on the complaint made against the Police Department.

8:16:20 PM Poly Rico, 6207 Wilcox Avenue, expressed concern regarding items 3.05, 3.11 and 3.12. He also expressed concern about the expenses for Police Department.

8:22:55 PM Daniel Crespo, City of Bell Gardens Council Member, introduce himself to the Council and informed the community to be patient with the Council and support them to work together.

8:30:17 PM Fernando Chavarria, no address stated, expressed concern regarding items 3.01 and 3.02 and requested the Council to table it until the next meeting. He also expressed concern regarding item 3.03 and suggested that given the financially situation, the Council should think about spending money for the project. He also expressed concern regarding the rubberized playground item, the warrant list, the rejecting of claims.

Council Business

8:45:04 PM The City Council moved the following item to after closed session:

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

8:45:18 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to approve Resolution No. 2011-04 Establishing New Payment Procedures, Regarding All Payments and Amending Exhibit A to only Utility Vendors.

9:10:50 PM

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

Motion Unanimously Passed.

9:14:52 PM It was moved by Councilman Valencia, seconded by Vice Mayor Harber, to Consideration of Resolution 2011-02 Regarding Employer Paid Member Contributions for CalPERS.

9:15:40 PM

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

Motion Unanimously Passed.

9:25:59 PM The following item was moved to the next council meeting:

Consideration of Change Order No. 4 – Rancho San Antonio/Bell Sports Complex Off-Site Improvements at Chanslor Ave. and Service Rd. – Project Account No. 50-521-1004-0235.

Recommendation: Approve Change Order No. 4 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.

9:40:58 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to Approve Professional Services Agreement with Public Engineering Services, Inc., for NPDES services and authorized the Interim CAO or his designee to execute all documents as necessary and appropriate, upon approval as to form by the Interim City Attorney.

9:42:47 PM

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

Motion Passed.

9:43:21 PM City Council Recessed and reconvened at 10:02:00 PM.

10:15:15 PM It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to approve the Contract Award for Veterans' Memorial Park Installation of Rubberized Playground Surface Project and authorized the Interim CAO or his designee to execute all documents as necessary and appropriate, upon approval as to form by the Interim City Attorney.

10:16:09 PM

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

Motion Unanimously Passed.

10:32:36 PM It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber to Receive and File – Staff Report Regarding Approved warrants dated November 2010 through March 2011.

10:34:04 PM

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

Motion Passed.

10:45:09 PM It was moved by Mayor Saleh, seconded by Councilwoman Alvarez, to Consideration of a Resolution Setting the Dates and Times of the City Council's Regular Meetings from May through July 01, 2011.

10:46:39 PM

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

Motion Passed.

10:53:20 PM The City Council moved the following item to after closed session:

> Consideration and Rejection of the claim of Randy Adams, Edinger Bonilla, George W. Cole, D&J Engineering, Eric Eggena, Facility Builders & Erectors, Oscar Hernandez, Teresa Jacobo, Gloria McGee, Ana Maloy, David Mango, Maria Mendez, Alan North, Robert Rizzo, Maria Servantes, Maria Soria and Angela Spaccia.

11:07:44 PM It was moved by Councilwoman Quintana, seconded by Vice Mayor Harber, to adopt Resolution 2011-08 Affirming June 29, 2010 Agreement for Para-transit Services with the Oldtimers Foundation and Directed the Interim Chief Administrative Officer to Terminate the June 29, 2010 Agreement and to Prepare and Issue a Request for Proposal for Para-transit Services.

11:09:56 PM

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

Motion Unanimously Passed.

11:15:41 PM It was moved by Councilman Valencia, seconded by Councilwoman Quintana, to approve the bid award for the Florence No. 32-525-7006-0925.

11:16:40 PM

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

Motion Unanimously Passed.

11:27:39 PM It was moved by Councilwoman Quintana, seconded by Mayor Saleh, to adopt Resolution 2011-05 Acknowledging that the Bell Redevelopment Agency will Borrow $294,350 from the Agency's Low-Moderate Income Housing Fund to Pay the State Mandated Supplemental Educational Revenue Augmentation Fund and Authorized the Interim Chief Administrative Officer to so Inform the County Auditor.

11:28:08 PM

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

Motion Unanimously Passed.

11:36:34 PM It was moved by Mayor Saleh, seconded by Councilman Valencia, to adopt Resolution 2011-07 Terminating Participation with the Southeast Cities School Coalition.

11:37:39 PM

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

Motion Unanimously Passed.

11:37:51 PM The City Council recessed to re-convene at the conclusion of the Community Redevelopment Agency Meeting.

Community Redevelopment Agency

11:38:03 PM Community Redevelopment meeting was called to order.

Present:	Chair Saleh, Vice Chair Harber, Agency Member Alvarez, Agency Member Quintana and Agency Member Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, City Engineer Alvarado and Captain Miranda

11:40:12 PM It was moved by Agency Member Quintana, seconded by Vice Chair Harber, to Receive and File – Staff Report regarding approved warrants dated November 2010, January 2011, February 2011 and March 2011.

11:41:10 PM

Vote:	3-2
Yes:	Vice Chair Harber, Agency Member Alvarez and Agency Member Quintana
No:	Chair Saleh and Agency Member Valencia
Abstained:	None
Absent:	None

Motion Passed.

11:41:59 PM It was moved by Vice Chair Harber, seconded by Agency Member Quintana, to adopt Resolution No. 2011-06 Authorizing the Agency to Borrow $294,350 from the Agency's Low-Moderate Income Housing Fund to Pay the State-Mandated Supplemental Educational Revenue Augmentation Fund.

11:42:10 PM

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

Motion Unanimously Passed.

11:42:40 PM Agency Member Valencia requested to have a full accounting of the Community Redevelopment Agency for discussion.

11:44:16 PM Agency Member Valencia motioned to adjourned the Council meeting and moved the remainder of the agenda to Monday, April 25, 2011 at 7:00 PM.

11:45:13 PM Discussion ensued among the Chair, Agency Members and Interim City Attorney.

11:48:58 PM Agency Member Valencia's motion died for lack of second.

Community Housing Authority

11:49:01 PM Community Housing Authority meeting was called to order.

Present:	Chair Saleh, Vice Chair Harber, Commissioner Alvarez, Commissioner Quintana and Commissioner Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, Captain Miranda and City Engineer Alvarado

11:50:10 PM It was moved by Commissioner Quintana, seconded by Vice Chair Harber, to Receive and File – Staff Report regarding approved warrants dated November 2010, January 2011, February 2011 and March 2011.

11:50:18 PM	
Vote:	3-2
Yes:	Vice Chair Harber, Commissioner Alvarez and Commissioner Quintana
No:	Chair Saleh and Commissioner Valencia
Abstained:	None
Absent:	None

Motion Passed.

11:51:14 PM Commissioner Valencia requested that community meetings and commissions be set up and that an independent audit be scheduled.

Public Finance Authority

11:51:45 PM Public Finance Authority meeting was called to order.

Present:	Trustee Alvarez, Vice President Harber, Trustee Quintana, President Saleh and Trustee Valencia
Absent:	None
Also Present:	Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez, Captain Miranda and City Engineer Alvarado

No items were identified for the next Public Finance Authority meeting.

11:51:52 PM Interim CAO Carrillo, informed the Public Finance Authority that he will have several agenda items that were provided through the transition briefings for their recommendation and direction.

City Council Closed Session

11:53:01 PM City Council recessed to closed session.

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *People v. Robert Rizzo, et al*
Case No.: Los Angeles Superior Court BC445497

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Robert McSweeney v. City of Bell, et al*
Case No.: Los Angeles County Superior Court BC406337

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Ismael Ambriz v. City of Bell*
Case No.: Los Angeles County Superior Court VC0567551

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

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Angelica Guevara v. Huntington Park Superior Court*
Case No.: California Court of Appeal B223070

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *RG Construction v. Yang Ho Kim*
Case No.: Los Angeles County Superior Court VC051925

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Community Housing Authority v. John & Laura Lahti*
Case No.: Los Angeles County Superior Court HP 09U01500

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Montebello Unified School District v. County of Los Angeles, City of Bell, et al*
Case No.: Los Angeles County Superior Court BS127286

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Los Angeles Community College District v. County of Los Angeles, City of Bell, et al*
Case No.: Los Angeles County Superior Court BS 130308

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Robert Mann & Donald W. Cook v. Rosa Hernandez, et all*
Case No.: Los Angeles County Superior Court BC454053

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Olivia Camargo v. City of Bell*
Case No.: Los Angeles County Superior Court 11C00168

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Subdivision (a) of Section 54956.9)
Name of case: *Granite State Insurance Company v. City of Bell*
Case No.: Los Angeles County Superior Court 10C02353

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
(Subdivision (b) of Section 54956.9),
Significant exposure to potential litigation: seven (7) cases

CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6.
Labor Negotiator: Pedro Carrillo, Interim Chief Administrative Officer
Employee Organization: Bell Police Officers Association

2:57:52 AM City Council reconvened to open session.

Interim City Attorney Casso reported the following from closed session:

As to items 7.01 and 7.02 there were no reportable actions.

2:58:18 AM As to item 7.03, the City Council approved a settlement of that litigation on a 5-0 vote. Mr. Ambriz will be compensated in the amount of $4999.00 for his claims against the city and no further action will be taken on this litigation.

2:58:58 AM As to items 7.04, 7.05, 7.06, 7.07, 7.08, 7.09, 7.10, 7.11 and 7.12, there were no reportable actions.

2:59:13 AM As to item 7.13, seven potential cases were discussed, as to four of those items Mayor Saleh appointed an Ad-hoc Committee consisting of himself and Councilwoman Quintana to explore options in hiring special legal counsel with regard to certain actions. Those recommendations will be made by the Ad-hoc Committee and report back to the Council. Council will take actions if any with regards to those issues in the appropriate forum. It may be in close session depending on how the legal matters go or it could be in open session, that is to be determined and we will make sure that it is in compliance with the brown act.

3:00:17 AM As to item 7.14 there was no reportable action.

City Council returned to Council Business to approve the items that were pulled to after closed session:

3:04:34 AM It was moved by Vice Mayor Harber, seconded by Councilwoman Quintana, to adopt Resolution 2011-01 Terminating Certain Post-Employment Benefits as of August 1, 2010 in the Interests of Fiscal Sustainability.

3:04:52 AM

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

Motion Unanimously Passed.

3:07:01 AM It was moved by Mayor Saleh, seconded by Councilwoman Alvarez, to Reject the claim of Randy Adams, Edinger Bonilla, George W. Cole, D&J Engineering, Eric Eggena, Facility Builders & Erectors, Oscar Hernandez, Teresa Jacobo, Gloria McGee, Ana Maloy, David Mango, Maria Mendez, Alan North, Robert Rizzo, Maria Servantes, Maria Soria and Angela Spaccia.

3:07:07 AM

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

Motion Unanimously Passed.

Interim Chief Administrative Officer's Report

3:07:32 AM Interim CAO Carrillo informed the City Council of the transition reports he provided to them and informed the Council that he will provide an executive report at the next meeting.

Mayor and City Council Communications

None.

Identification of Items for Next City Council Meeting.

3:09:40 AM ·Mayor Saleh provided the following directives:

1) Requested a thorough presentation of the City's current financial status and address the percentage of the budget. What outstanding liabilities the City of Bell currently has? What is the status of the current monetary reserve and what is the projected balance for the end of the year? Mayor Saleh also directed the Interim CAO to hold community venues to discuss the budget and receive input, before presenting the final recommendations to the City Council.

2) Requested a complete report of all expenses incurred by Meyers Nave since they were retained through April 10, 2011 and how much is still due. Also requested what was the approval process under the Charter or Municipal Code if bills were paid since the Council last met. Requested for the information to be reported back for the May 11, 2011 Council Meeting.

3) Requested information on the Bonds/Loans as follow: Who is the lender, terms of the loan, status on the loan, balance, re-payment structure, where is the revenue coming from to make payments? Also requested a supplemental report on any loans in technical or payment default, and how it is being addressed. Requested for the information to be reported back for the May 11, 2011 Council Meeting.

4) Informed the City Council that on April 14, 2011 Jaime Casso submitted his resignation letter stating that his term as Interim City Attorney would end as soon as his replacement was found. Mayor Saleh directed the Interim CAO to work with him to request RFP's from several law

firms and have this item on the following council meeting scheduled for May 11, 2011. He encouraged Council Member to submit any names of firms they should request an RFP from within the next 2 days. Mayor Saleh made it clear that this is an interim position and in the near future they need to start the process to find a permanent City Attorney. The Mayor requested the process to include input of a professional human resources recruiter as well as the community.

5) Requested a follow up from the Interim CAO regarding the direction given by the previous administration to search and appoint an Interim Chief of Police.

6) Directed the Interim CAO to work with him to request RFP's from several qualified individuals for Police Chief and have this item on the May 11, 2011 Council Meeting. The Mayor encouraged Council Members to submit any names of Police Chiefs they should request an RFP from by Monday, April 25, 2011. Mayor Saleh made it clear that it is an interim position and in the near future they need to start the process to find a Police Chief. The process should include input of a professional human resources recruiter as well as the community.

7) Directed the Interim CAO to work with city staff and make certain that all materials requested by the media and approved as public record from this point forward are made available online when handed to the requestor. Also requested all items previously made available to the media to be scanned and made available online.

8) Directed the Interim CAO to report back to the City Council at the next regularly scheduled meeting, with options available to the city for the purpose to update and make the current website more user friendly. Suggested to review the website for the cities of Long Beach, West Hollywood, and Downey.

9) Acknowledged Councilman Valencia's request to invite Ruben Vives and Jeff Gottlieb to the next City Council meeting to present them with a certificate of appreciation and proclaim a date in May "Reporter Appreciation Day".

3:16:46 AM Councilman Valencia provided a letter to the City Clerk with agenda items and stated that it be made a public record.

Adjournment of City Council and Related Agencies

The City Council and Related Agencies adjourned at 3:18:59 AM in Memory of Miguel Sanchez.

APPROVED THIS 25th 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 25th day of May 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

General

Warrants
for
May 11-18, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47743	05/11/11	110504	VOID VOID-PRINT ERROR	0.00
47744	05/11/11	110504	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 5/13/11	222,714.10
47745	05/16/11	110504	VOID VOID-PRINT ERROR	0.00
47746	05/16/11	110504	URBAN ASSOCIATES, INC. INTERIM CAD CONTRACT-5/16-31	7,291.67
47747	05/18/11	110504	VOID VOID-TEST PRINT	0.00
47748	05/18/11	110504	VOID VOID-TEST PRINT	0.00
47749	05/18/11	110504	AT&T TELEPHONE BILLING-4/2-5/1/11 MTA EQUIPMENT TELEPHONE BILLING-5/7-6/6/11 6330 PINE AVE TELEPHONE BILLING-4/2-5/2/11 6330 PINE AVE	3,608.67
47750	05/18/11	110504	AT&T-LONG DISTANCE TELEPHONE BILLING-4/1-5/2/11 CITY FACILITIES	32.06
47751	05/18/11	110504	CAL-PUBLIC EMPLOYEE RETIREMENT ADMIN CHARGE-REPORT JUL-SEP'10	1,400.00
47752	05/18/11	110504	CALIFORNIA WATER SERVICE WATER BILLING-3/30-4/28/11 RICKENBACKER & EASTERN WATER BILLING-3/30/11-4/28/11 BANDINI-AMLAERHT AVE	240.98
47753	05/18/11	110504	DAVE'S TROPHIES TROPHIES-BELL SAPPHIRES	253.02
47754	05/18/11	110504	SANDRA DELGADO BELL SAPPHIRES BANQUET-5/20/11 BELL SAPPHIRES BANQUET-5/20/11 SHAKEYS FUNDRAISING BELL SAPPHIRES-POOL PARTY 5/22	1,286.85
47755	05/18/11	110504	DELTA DENTAL SERVICE DENTAL INS CLAIMS-APR'11	4,725.10
47756	05/18/11	110504	VOID VOID-PRINT ERROR	0.00

29

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
47757	05/18/11	110504	DIRECTV SATELLITE-4/29-5/28/11 LB PK	86.99
47758	05/18/11	110504	EMPLOYMENT DEVELOPMENT DEPT. INS BALANCE 3RD QTR 2010 INS BALANCE-1ST QTR 2011	29,982.33
47759	05/18/11	110504	FLEET SERVICES GAS CONSUMPTION-3/30-4/30/11 BELL P.D.	8,981.45
47760	05/18/11	110504	THE GAS COMPANY GAS BILLING-3/16-4/14/11 4357 GAGE AVE-SKATE PARK GAS BILLING-3/7-4/20/11 MULTIPLE ADDRESSES GAS BILLING-3/22-4/20/11 6704 ORCHARD AVE-LB PK	564.97
47761	05/18/11	110504	GOLDEN STATE WATER COMPANY WATER BILLING-3/14-4/14/11 FLORENCE & WALKER WATER BILLING-3/14-4/14/11 5320 GAGE AVE WATER BILLING-3/14-4/14/11 6522 ATLANTIC AVE WATER BILLING-3/14-4/14/11 6330 PINE AVE WATER BILLING-3/14-4/14/11 ATLANTIC & BECK WATER BILLING-3/14-4/14/11 6420 WILCOX AVE WATER BILLING-3/114-4/15/11 6301 CLARKSON AVE WATER BILLING-3/14-4/14/11 RIVER DR/SOUTHALL LN WATER BILLING-3/14-4/14/11 6707 FP BEAR AVE WATER BILLING-3/14-4/14/11 6707 BEAR AVE WATER BILLING-3/14-4/14/11 6707 IRR BEAR AVE WATER BILLING-3/14-4/14/11 FLORENCE AVE & CHANSLOR WATER BILLING-2/22-4/21/11 7006 WALKER AVE WATER BILLING-2/25-4/26/11 6702 FP ORCHARD AVE	3,595.20
47762	05/18/11	110504	GOLDEN STATE WATER COMPANY WATER BILLING-3/14-4/14/11 5234 GAGE AVE WATER BILLING-3/14-4/14/11 6526 WILCOX AVE	2,590.91

30

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-3/14-4/14/11 4403 GAGE AVE WATER BILLING-3/14-4/14/11 6250 PINE AVE WATER BILLING-3/14-4/14/11 6330 PINE AVE WATER BILLING-3/14-4/14/11 4377 GAGE AVE WATER BILLING-3/14-4/14/11 ATLANTIC & GAGE WATER BILLING-3/14-4/14/11 4460 GAGE AVE WATER BILLING-3/14-4/14/11 3782 GAGE AVE WATER BILLING-3/14-4/14/11 4200 GAGE AVE	
47763	05/18/11	110504	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/16-4/14 4400 GAGE AVE ELECTRICAL BILLING-3/24-4/22 5007 FLORENCE AVE ELECTRICAL BILLING-3/16-4/14 6800 OTIS AVE ELECTRICAL BILLING-4/5-5/4/11 6590 WILCOX AVE ELECTRICAL BILLING-3/16-4/14 6510 CLARKSON AVE ELECTRICAL BILLING-4/1-5/1/11 MULTIPLE ADDRESSES ELECTRICAL BILLING-4/11-5/9/11 6707 BEAR AVE-LB PK ELECTRICAL BILLING-4/11-5/9/11 4357 GAGE AVE ELECTRICAL BILLING-4/11-5/9/11 6707 BEAR AVE-LB PK ELECTRICAL BILLING-3/11-4/20 MULTIPLE ADDRESSES	12,293.18
47764	05/18/11	110504	TIME WARNER CABLE CABLE BILLING-3/31-4/30/11 4357 GAGE AVE	387.44
47765	05/18/11	110504	VISION SERVICE PLAN (CA) VISION CLAIMS-APRIL'11 VISION INS ADMIN FEE-MAY'11	1,899.44
47766	05/18/11	110504	WELLS FARGO REMITTANCE CENTER NATURAL GAS BILLING	180.43
TOTAL	24 CHECKS			302,114.79
#W0000588	05/17/11	110506	CAL-PUBLIC EMPLOYEE RETIREMENT RTMNT PAY 5/13/11 5-2011-3	56,318.85

31

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
WO000589	05/17/11	110506	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 5/13/11	9,649.24
TOTAL	2 WIRES			65,968.09
TOTAL				368,082.88

32

City of Bell
Agenda Report

DATE: May 25, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Bell's Assessment Districts for Municipal Public Services – Preparation of Engineer's Reports.

RECOMMENDATION:

Adoption of four Resolutions for the Following Assessment Districts For Fiscal Year 2011-2012

1. Solid Waste Collection, Transfer and Disposal Service (Resolution No. 2011-11)
2. Integrated Waste Management Plan (Resolution No. 2011-12)
3. Landscape and Lighting (Resolution No. 2011-13)
4. Sanitation and Sewer Systems (Resolution No. 2011-14)

BACKGROUND:

In order to initiate the Annual Assessments for Special Services procedures in the City of Bell, these Resolutions are required to be adopted to commence the Engineer's Report as required by law.

It is anticipated the assessments will reflect the levels of assessments to be approved by City Council for this Fiscal Year 2011-2012.

RSCC Engineering will prepare the Reports and for which pursuant to previous years, the fee of $5,000 per Assessment District is the cost for the preparation of each Report.

FISCAL IMPACT

If this process is not initiated, the City (Assessment Engineer) may not have enough time to complete all of the required steps involved. The City will not receive approximately $2,600,000. from the Assessment Districts for FY 2011-2012.

For Council's information, last year's City expenditures were the following for each of the Districts:

1. Sewer Fund – Sewer Line Maintenance & Repairs, Annual Expenditures ~ $210,000.
2. Recycling Fund – Recycling Collection, Annual Expenditures ~ $250,000.
3. Street Lighting – Street Lighting and Landscape, Annual Expenditures ~ $550,000.

4. Sanitation Fund – Refuse Collection, Annual Expenditures ~ $1,600,000. million

RECOMMENDATION

That the City Council by motion:

Adopt Resolutions Nos. 2011-11 through 2011-14 (inclusive), ordering Engineer's Reports for the Assessment Districts

ATTACHMENTS

Resolutions Nos. 2011-11 through 2011-14 (Inclusive)

RESOLUTION NO. 2011-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CALIFORNIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND FILING OF REPORT FOR LEVYING ASSESSMENT WITHIN THE SOLID WASTE COLLECTION, TRANSFER AND DISPOSAL SERVICE DISTRICT FOR THE 2011-2012 FISCAL YEAR.

WHEREAS, the City of Bell, California has an Assessment District known as "Solid Waste Collection, Transfer and Disposal Service District", and

WHEREAS, the City Council of the City of Bell, California proposes to levy and collect assessments for the Fiscal Year 2011-2012 within said "Solid Waste Collection, Transfer and Disposal Service District", pursuant to Code Section §5470 et seq., Health and Safety Code of the State of California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That RSCC Engineering is hereby ordered to prepare and file a Report relating to said annual assessment and levy in accordance with the provisions of Section §5470 et seq. of Health and Safety Code of the State of California.

Section 2. That upon completion, said Report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration.

Section 3. 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.

PASSED, APPROVED AND ADOPTED this 25th day of May, 2011.

_____
Ali Saleh
MAYOR

ATTEST:

_____
Rebecca Valdez, CMC
CITY CLERK

I, Rebecca, CMC, City Clerk of the City of Bell, do hereby certify that the above Resolution No. 2011-11 was duly adopted by the City Council of the City of Bell at a regular meeting thereof, held on the 25th day of May, 2011, and the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Rebecca Valdez, CMC
CITY CLERK

RESOLUTION NO. 2011-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CALIFORNIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND FILING OF REPORT FOR LEVYING ASSESSMENT WITHIN THE INTEGRATED WASTE MANAGEMENT DISTRICT FOR THE 2011-2012 FISCAL YEAR

WHEREAS, the City of Bell, California has an Assessment District known as "Integrated Waste Management District", and

WHEREAS, the City Council of the City of Bell, California proposes to levy and collect assessments for the Fiscal Year 2011-2012 within said "Integrated Waste Management District", pursuant to Code Section §5470 et seq., Health and Safety Code of the State of California and Code Section §41900 et seq., Public Resource Code of the State of California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That RSCC Engineering is hereby ordered to prepare and file a Report relating to said annual assessment and levy in accordance with the provisions of Section §5470 et seq. of Health and Safety Code of the State of California and Code Section §41900 et seq., Public Resource Code of the State of California.

Section 2. That upon completion, said Report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration.

Section 3. 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.

PASSED, APPROVED AND ADOPTED this 25th 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. 2011-12 was duly adopted by the City Council of the City of Bell at a regular meeting thereof, held on the 25th day of May, 2011, and the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez
CITY CLERK

RESOLUTION NO. 2011-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CALIFORNIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND FILING OF REPORT FOR LEVYING ASSESSMENT WITHIN THE LANDSCAPE AND LIGHTING DISTRICT FOR THE 2011-2012 FISCAL YEAR

WHEREAS, the City of Bell, California has an Assessment District known as "Landscape and Lighting District", and

WHEREAS, the City Council of the City of Bell, California proposes to levy and collect assessments for the Fiscal Year 2011-2012 within said "Landscape and Lighting District", pursuant to Code Section §22620 Street and Highway Code of the State of California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That RSCC Engineering is hereby ordered to prepare and file a Report relating to said annual assessment and levy in accordance with the provisions of Section §22620 Street and Highway Code of the State of California.

Section 2. That upon completion, said Report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration.

Section 3. 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.

PASSED, APPROVED AND ADOPTED this 25th 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. 2011-13 was duly adopted by the City Council of the City of Bell at a regular meeting thereof, held on the 25th day of May, 2011, and the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rebecca Valdez, CMC
CITY CLERK

RESOLUTION NO. 2011-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CALIFORNIA ORDERING THE PREPARATION OF PLANS, SPECIFICATIONS, COST ESTIMATE, DIAGRAM, ASSESSMENT AND FILING OF REPORT FOR LEVYING ASSESSMENT WITHIN THE SANITATION AND SEWERAGE SYSTEM DISTRICT FOR THE 2011-2012 FISCAL YEAR

WHEREAS, the City of Bell, California has an Assessment District known as "Sanitation and Sewerage System District", and

WHEREAS, the City Council of the City of Bell, California proposes to levy and collect assessments for the Fiscal Year 2011-2012 within said "Sanitation and Sewerage System District", pursuant to Code Section §5470 et seq., Health and Safety Code of the State of California and Code Section §41900 et seq., Public Resource Code of the State of California

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That RSCC Engineering is hereby ordered to prepare and file a Report relating to said annual assessment and levy in accordance with the provisions of Section §5470 et seq. of Health and Safety Code of the State of California and Code Section §41900 et seq., Public Resource Code of the State of California.

Section 2. That upon completion, said Report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration.

Section 3. 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.

PASSED, APPROVED AND ADOPTED this 25th 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. 2011-14 was duly adopted by the City Council of the City of Bell at a regular meeting thereof, held on the 25th day of May, 2011, and the same was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC
CITY CLERK

City Of Bell
Agenda Report

DATE: May 25, 2011

TO: Mayor and Council Members

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Approve Amendments to the Professional Services Agreements for Various Community Development Block Grant (CDBG) Program Services

Recommendation:

It is recommended that the City Council approve the Amendments to the Professional Services Agreements with (A) Diana Cho and Associates – CDBG Administrative Services; (B) Graffiti Protective Coatings, Inc. – Graffiti Removal Services; and (C) Lead Tech Environmental – Lead and Asbestos Testing Services to June 30, 2011, subject to the approval as to form by the Interim City Attorney. In addition, direct the Interim Chief Administrative Officer to prepare and issue Requests for Proposal (RFPs) for CDBG Administrative Services, Graffiti Removal Services, and Lead and Asbestos Testing Services

Discussion:

The Professional Services Agreements for Community Development Block Grant (CDBG) Program services approved by the prior administration have expired. In order to comply with the reimbursement requirements for CDBG funds, the City Council needs to approve Amendments to renew the three (3) Professional Services Agreements, retroactively to July 1, 2010, for the following vendors:

(A) Diana Cho and Associates – CDBG Administrative Services
Not-to-Exceed $50,000.00 for FY 2010-2011 ending June 30, 2011

(B) Graffiti Protective Coatings, Inc. – Graffiti Removal Services
Not-to-Exceed $100,217.00 for FY 2010-2011 ending June 30, 2011

(C) Lead Tech Environmental – Lead and Asbestos Testing Services
Not-to-Exceed $20,000.00 for FY 2010-2011 ending June 30, 2011

The City procured for Graffiti Removal Services in May 2008 and approval of the Agreement with Graffiti Protective Coatings occurred on July 1, 2008. Procurement for CDBG Administrative Services and Lead and Asbestos Testing Service was conducted in April 2009. The Agreement with Cho and Associates was approved on June 1, 2009 for CDBG

administration. The Agreement with Lead Tech Environmental for lead and asbestos testing was approved on June 29, 2009. Copies of the approvals are included in Attachment A.

Attachments:

1. Amendments to Professional Services Agreement
2. Attachment A – Approval of Original Professional Services Agreements

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
GRAFFITI REMOVAL SERVICES
GRAFFITI PROTECTIVE COATINGS, INC.
AMENDMENT NO. 1

This Amendment is made and entered into this ___ day of May, 2011 by and between the City of Bell (hereinafter referred to as "CITY"), and Graffiti Protective Coatings, Inc., (hereinafter referred to as "CONSULTANT").

TERMS AND CONDITIONS

The Agreement for the Community Development Block Grant (CDBG) Graffiti Removal Services by Graffiti Protective Coatings, Inc., dated July 21, 2008 shall be amended to add the following:

1. **TIME OF PERFORMANCE**

This Agreement shall be extended and shall remain in full force and effect until June 30, 2011.

2. **COMPENSATION AND METHOD OF PAYMENT**

A. Maximum Compensation

The fee for services pursuant to this Agreement shall be provided in accordance with the Compensation Schedule set forth in Exhibit "A" and shall not exceed the sum of $100,217 for Fiscal Year 2010-2011 in Community Development Block Grant Funds without prior authorization.

B. Method of Payment:

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

3. **COUNTY OF LOS ANGELES DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The CONSULTANT acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the CONSULTANT qualifies for an exemption or exclusion, the CONSULTANT warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax

Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the CONSULTANT to maintain compliance with the requirements set forth in the "COUNTY's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the CONSULTANT to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

4. **CONDITIONS**

All other conditions of the Agreement dated June 1, 2009 between the CITY and CONSULTANT shall remain in full force and effect.

SIGNATURES

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

CITY:

Ali Saleh
Mayor

CONSULTANT:

Carla Lenhoff
President

APPROVED AS TO FORM:

James M. Casso, Interim City Attorney

ATTEST:

Rebecca Valdez, CMC, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

WORK PLAN FOR GRAFFITI REMOVAL:

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

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

1. Patrol and clean five days a week, Monday through Friday, all commercial streets, alleys and walkways, bike path walls, areas surrounding school properties, main neighborhood streets including but not limited to Bell Ave., Salt Lake Ave. Filmore Ave., River Dr., Randolph Ave., Clarkson St. Southhall/Chanslor Aves. Loma Vista Pl., Woodward Ave., Bear Ave., and Corona Ave., and any additional service requests from City. Isolate areas that are vandalized consistently on Fridays after 1:00 pm. and re-patrol and clean those specific areas as needed.

2. Patrol and clean East river wall and all residential streets at least once per week.

3. Every Saturday, or by preference Sunday, perform a complete sweep of Florence Ave., Salt Lake Ave., Gage Ave., Atlantic Ave., Wilcox Ave., bike path near Florence Ave., Federal Alley, Knoll Tract, and Walker-Crafton walkway.

4. Perform 12 hours of community services per month.

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
LEAD PAINT AND ASBESTOS INSPECTION, TESTING AND ASSESSMENT
LEAD TECH ENVIRONMENTAL
AMENDMENT NO. 1

This Amendment is made and entered into this __ day of May, 2011 by and between the City of Bell (hereinafter referred to as "CITY"), and Lead Tech Environmental (hereinafter referred to as "CONTRACTOR").

TERMS AND CONDITIONS

The Agreement for the Community Development Block Grant (CDBG) Lead Paint and Asbestos Inspection, Testing and Assessment Services by Lead Tech Environmental dated June 29, 2009 shall be amended to add the following:

1. **TIME OF PERFORMANCE**

This Agreement shall be extended and shall remain in full force and effect until June 30, 2011.

2. **COMPENSATION AND METHOD OF PAYMENT**

A. Maximum Compensation

The fee for services pursuant to this Agreement shall be provided in accordance with the Compensation Schedule set forth in Exhibit "A" and shall not exceed the sum of $20,000 for Fiscal Year 2010-2011 in Community Development Block Grant Funds without prior authorization.

B. Method of Payment:

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

3. **COUNTY OF LOS ANGELES DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the CONTRACTOR qualifies for an exemption or exclusion, the CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax

Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in the "COUNTY's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

4. **CONDITIONS**

All other conditions of the Agreement dated June 29, 2009 between the CITY and CONTRACTOR shall remain in full force and effect.

SIGNATURES

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

CITY:

Ali Saleh
Mayor

CONTACTOR:

Steven Denzler
Owner

APPROVED AS TO FORM:

James M. Casso, Interim City Attorney

ATTEST:

Rebecca Valdez, CMC, City Clerk

BID FORM

EXHIBIT "A"

LEAD BASED PAINT AND ASBESTOS INSPECTION, TESTING AND ASSESSMENT SERVICES FOR THE CITY OF BELL

The undersigned Proposer offers to perform the work described in the Request for Proposal for the following price.

LEAD BASED PAINT

ITEM	<2,000 SQ.FT.		2,000-3,000 SQ.FT. UNIT		>3,000 SQ.FT. UNIT	
	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*
Paint Inspector/Paint Testing	295	285	300	295	300	295
Risk Assessment	300	290	310	295	310	295
Laboratory Samples for Risk Assessment (per sample cost)	14	←				→
Clearance Testing	150	←				→
Laboratory Samples for Clearing Testing (per sample cost)	14	13	14	13	14	13

**Economy of scale: Two (2) or more units that are scheduled on the same day in the same geographic area.*

ASBESTOS

ITEM	<2,000 SQ.FT.		2,000-3,000 SQ.FT. UNIT		>3,000 SQ.FT. UNIT	
	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*
Asbestos Inspector/Asbestos Testing	295	285	295	285	295	285
Risk Assessment						
Laboratory Samples for Risk Assessment (per sample cost)	10	←				→
Clearance Testing	200	←				→
Laboratory Samples for Clearing Testing (per sample cost)	14	12	14	12	14	12

**Economy of scale:* Two (2) or more units that are scheduled on the same day in the same geographic area.
***Discount for testing if conducted with lead paint test:* Yes X No_____
If Yes, indicate the percentage/dollar amount of the discount 3%

Name of Proposer: Lead Tech Environmental

Address: 605 S. Pacific Ave #202, SP, CA 90731

Telephone: (310) 831-2479

Fax: (310) 831-2465

License Number: Certs of Technicians are included

Signature and Title of Person Authorized to Submit Proposal

Date 5/18/09

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATIVE SERVICES AND TECHNICAL ASSISTANCE
DIANA CHO AND ASSOCIATES
AMENDMENT NO. 1

This Amendment is made and entered into this ___ day of May, 2011 by and between the City of Bell (hereinafter referred to as "CITY"), and Diana Cho and Associates (hereinafter referred to as "CONSULTANT").

TERMS AND CONDITIONS

The Agreement for the Community Development Block Grant (CDBG) Administrative Services and Technical Assistance by Diana Cho and Associates dated June 1, 2009 shall be amended to add the following:

1. **TIME OF PERFORMANCE**

This Agreement shall be extended and shall remain in full force and effect until June 30, 2011.

2. **COMPENSATION AND METHOD OF PAYMENT**

A. Maximum Compensation

The fee for services pursuant to this Agreement shall be provided in accordance with the Compensation Schedule set forth in Exhibit "A" and shall not exceed the sum of $50,000 for Fiscal Year 2010-2011 in Community Development Block Grant Funds without prior authorization.

B. Method of Payment:

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

3. **COUNTY OF LOS ANGELES DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The CONSULTANT acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the CONSULTANT qualifies for an exemption or exclusion, the CONSULTANT warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax

Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the CONSULTANT to maintain compliance with the requirements set forth in the "COUNTY's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the CONSULTANT to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

4. **CONDITIONS**

All other conditions of the Agreement dated June 1, 2009 between the CITY and CONSULTANT shall remain in full force and effect.

SIGNATURES

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

CITY:

Ali Saleh
Mayor

CONSULTANT:

Diana Cho
Principal Consultant

APPROVED AS TO FORM:

James M. Casso, Interim City Attorney

ATTEST:

Rebecca Valdez, CMC, City Clerk

EXHIBIT "A"

DIANA CHO AND ASSOCIATES

May 11, 2009

Ms. Rebecca Valdez
City Clerk
6330 Pine Avenue
Bell, California 90201

Subject: Request for Proposal
Administrative Services for the City of Bell Community Development Block Grant Program

Dear Ms. Valdez:

Thank you for the opportunity to present the enclosed proposal for Administrative Services in conjunction with the City of Bell's Community Development Block Grant (CDBG) Program.

Diana Cho and Associates appreciate the City's confidence in our firm by allowing us to work as consultants for you over the past several years. Cho and Associates is the best qualified firm to administer the City of Bell's CDBG Program as our experience include CDBG program and financial management, federal labor, contract and Section 3 compliance services, and operating housing rehabilitation programs.

Since 1986, Cho and Associates have offered extensive administrative and management services to cities requiring assistance in the CDBG Program. We are currently contracted by the Cities of Bell, Rancho Palos Verdes, Diamond Bar, and Bell Gardens to provide CDBG administrative services.

As CDBG Consultants, Cho and Associates provide assistance with preparing Annual Planning Summaries, Exhibit A/Memorandum of Understanding documents, reimbursement requests, professional services agreements, construction bid documents, U. S. Department of Housing and Urban Development reports, monitoring of sub-recipients, and providing Davis-Bacon and Section 3 Compliance monitoring.

Please call me at (626) 374-2184 should you have any questions or require additional information. I am available to discuss our proposal at your convenience.

Sincerely,

Diana Y. Cho

Diana Y. Cho
Principal Consultant

DYC:RFP.BELL5.09

16716 E Rocky Knoll Road.Hacienda Heights, CA 91745.(626) 968-3484

CONSULTANTS' EXPERIENCE AND QUALIFICATIONS

Diana Cho will serve as the lead consultant for the City of Bell's CDBG Program Administration services.

Diana Cho has served as a CDBG consultant since 1986. She has provided CDBG administrative services and technical assistance for the Cities of Bell, Bell Gardens, Diamond Bar, Rancho Palos Verdes, El Segundo, Huntington Park, and Hawaiian Gardens. As a CDBG consultant, Ms. Cho has prepared program guidelines, Annual Program Planning Summaries, the Statement of Community Development Objectives and Projected Use of Funds, Comprehensive Performance Reports, Contract/Subcontract Activity Reports, Request For Proposals and Qualifications (RFP'S AND RFQ's), and professional services agreements; administered Housing and Commercial Rehabilitation Programs; and monitored the expenditures and accounting of CDBG funds.

Currently, Diana Cho provides CDBG and MTA program administration services to the City of Bell; and CDBG general program management services for the City of Rancho Palos Verdes, Diamond Bar, and Bell Gardens. Ms. Cho was formerly a CDBG program manager for the Los Angeles County Community Development Commission prior to becoming a consultant. Furthermore, Ms. Cho has worked in the Community Development Block Grant Program since 1978. Ms. Cho graduated from the University of Southern California with a Bachelor of Science in Public Affairs/Public Administration.

PROPOSED SCOPE OF SERVICES

Diana Cho and Associates will provide CDBG program consulting services for program administration, implementation and monitoring. The proposed CDBG services to be offered are as follows:

Consultants will provide technical assistance for the administration and implementation of the City's projects and activities.

- Prepare CDBG documents including contracts, agreements and amendments.
- Prepare and publish public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
- Prepare reports for City Council review and approval of CDBG projects and activities.

- Prepare and submit Annual Program Planning Summaries indicating the projects and budgets for the CDBG Program to the Community Development Commission.
- Process CDBG Reimbursable Contract and Amendments
- Prepare and complete Community Development Commission reports and documents including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report.
- Keep City informed about current County and HUD requirements for the CDBG Program including historical preservation clearance, environmental impact review and procurement guidelines for services, supplies and equipment, if necessary.

Consultants will prepare City Council Reports and City Council Resolutions for agenda items pertaining to the Community Development Block Grant (CDBG) Program.

Consultants will prepare the Agreements to Implement Projects including project descriptions and budgets.

- Complete and submit the Exhibit A Input documents which describe the CDBG project, funding amount, program beneficiaries and project location.
- Prepare and process amendments for on-going projects. Prepare and publish public hearing notices for substantial changes in project description and/or funding levels.

Consultants will prepare CDBG Funding Requests for each project.

- Review payment requests and invoices for CDBG services, supplies and equipment, if necessary.
- Prepare and submit CDBG Funding Requests to the County each month.
- Monitor the drawdown of CDBG funds in order to comply with the CDC/HUD performance goals.

Consultants will coordinate with staff and gather all necessary files and documentation for program monitoring and audit preparation.

- Develop and maintain all necessary documentation for CDBG monitoring and Single Audit.
- Assist County and Federal CDBG monitors during program performance reviews, and City auditors during Single Audit.

Consultants will provide Davis-Bacon monitoring and contract compliance for CDBG-funded construction projects.

- Review construction contracts and bid specifications for compliance with Federal requirements to ensure that all appropriate forms are included in bid package.
- Submit construction bid document to CDC prior to advertisement of bids.
- Verify contractor and subcontractor eligibility.
- Participate in preconstruction conferences as requested by the City.
- Prepare and submit documents and reports required by the U.S. Department of Labor (DOL) and U.S. Department of Housing and Urban Development (HUD) for construction projects.
- Report any wage modifications, or other changes in requirements as they are issued.
- Review Weekly Certified Payroll Reports.
- Prepare and maintain labor and contract compliance files for CDC and HUD monitoring.
- Review all construction contract files prior to project close-out.

Consultants will provide Section 3 monitoring and compliance for CDBG-funded construction projects.

- Review construction contracts and bid specifications to ensure that all Section 3 compliance forms are included in bid package.
- Provide technical assistance to City staff regarding the objectives and requirements of Section 3.
- Review documentation of actions taken to comply with Section 3.
- Prepare annual Economic Opportunities for Low- and Very-Low Income Persons in Connection with Assisted Projects (Section 3 Performance) report.

Consultants will act as City's liaison and representative to the Community Development Commission.

- Coordinate program monitoring visits and audits.
- Prepare responses to CDC correspondence and monitoring findings.
- Submit inquiries for clarifications and determinations on behalf of the City.

Consultants will ensure compliance with all applicable Federal, State and local laws and policies.

- Keep updated copies of CDBG regulations and handbooks at City Hall.
- Circulate CDBG information bulletins to City staff.
- Attend County and HUD seminars on program and regulatory changes.

CLIENT LIST

Diana Cho and Associates provide services for the following clients:

- City of Bell
  Lourdes Garcia, Director of Administrative Services
  6330 Pine Avenue, Bell, CA 90201 (323) 588-6211
  Services Provided: CDBG, MTA, and SCAQMD Administration.
  Term of Service: 1986 to Present

- City of Rancho Palos Verdes
  Judy Huey, Senior Administrative Analyst
  30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 (310) 544-5252
  Services Provided: CDBG Program Management and Administration.
  Term of Service: 1995 to Present

- City of Diamond Bar
  David Doyle, Assistant City Manager
  21825 E. Copley Drive, Diamond Bar, CA 91765 (909) 839-7030
  Services Provided: CDBG Administration and Contract and Labor compliance monitoring.
  Term of Service: 1993 to Present

- City of Bell Gardens
  Carmen Morales, City Planner
  7100 South Garfield Avenue, Bell Gardens, CA 90201 (562) 806-7700
  Services Provided: CDBG Administration and Section 108 Loan.
  Term of Service: 2004 to Present

SCHEDULE OF FEES

The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal	-	$ 80.00 per hour
Associates	-	$ 65.00 per hour

Diana Cho will serve as the lead consultant for providing CDBG Program Administration services. The consultant will work at least two to three days per week at City Hall offices. Approximately fifteen to eighteen hours of consultant services will be provided each week.

Additional hours can be provided if requested by the City, and upon availability of other funds in the budget.

Consultants will provide any other technical assistance when required by City staff in the areas of project management and administrative assistance.

Attachment A

Approval of Original
Professional Services Agreements

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ADMINISTRATIVE SERVICES AND TECHNICAL ASSISTANCE
DIANA CHO AND ASSOCIATES

This Agreement is made and entered into this 1st day of June, 2009 by and between the City of Bell (hereinafter referred to as "CITY"), and Diana Cho and Associates (hereinafter referred to as "CONSULTANT").

1. **DESCRIPTION OF WORK**

CONSULTANT shall provide administrative services and technical assistance for the CITY's Community Development Block Grant Program. The specific services to be provided shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

2. **TIME OF PERFORMANCE**

This Agreement shall commence as of July 1, 2009 and shall remain in full force and effect until June 30, 2010. The Agreement may be extended upon request and approval by the CITY on an annual basis for an additional twenty-four (24) months until June 30, 2012.

3. **COMPENSATION AND METHOD OF PAYMENT**

A. Maximum Compensation

The fee for services pursuant to this Agreement shall be provided in accordance with the Compensation Schedule set forth in Exhibit "A" and shall not exceed the sum of $50,000 for Fiscal Year 2009-2010 in Community Development Block Grant Funds without prior authorization.

B. Method of Payment:

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

4. **TERMINATION OF AGREEMENT**

This Agreement can be in terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice.

5. RECORDS AND AUDITS

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

6. EQUAL EMPLOYMENT OPPORTUNITY

During the Performance of this Agreement, the CONSULTANT agrees as follows:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

B. The CONSULTANT will, in all solicitation of advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.

C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of Secretary of Labor.

E. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

61

F. In the event of the CONSULTANT'S non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONSULTANT will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the CITY, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

7. **CIVIL RIGHTS ACT OF 1964**

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

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

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

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

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

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

A. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. The parties of this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representatives of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractor, its

successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

11. **INTEREST OF MEMBERS OF THE CITY**

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

12. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

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

13. **INTEREST OF ATTORNEY AND EMPLOYEES**

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

14. **INDEPENDENT CONSULTANT**

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

15. **SUCCESSOR AND ASSIGNMENT**

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

16. **INDEMNIFICATION**

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

17. **INSURANCE**

A. Liability Insurance:

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

B. Workers' Compensation Insurance:

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

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

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

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

18. **SEVERABILITY**

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

19. **INTERPRETATION**

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

20. **ENTIRE AGREEMENT**

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

21. **AMENDMENTS**

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

22. **WAIVER**

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

23. **CONTRACT EVALUATION AND REVIEW**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Director of Development Services. The CITY will monitor and evaluate the CONSULTANT in the performance of this Agreement.

24. **CHANGES**

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

25. **REPORTS AND INFORMATION**

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

26. **PERSONNEL**

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

27. **LOBBYING CERTIFICATION**

A. Federal Requirements

The CONSULTANT CERTIFIES THAT:

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

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

67

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

B. County of Los Angeles Requirement

The CONSULTANT certifies that:

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

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

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

28. **BUSINESS LICENSE**

The CONSULTANT agrees to obtain a City of Bell Business License in order to provide services. This Business License shall be issued by the City of Bell's Business License Department upon approval of the Business License Application and payment of Business License Tax.

29. **NOTICES**

to the CONSULTANT:

Diana Y. Cho
Diana Cho and Associates
16716 Rocky Knoll Road
Hacienda Heights, California 91745

to the CITY:

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

30. **COMPLIANCE WITH LAWS**

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

SIGNATURES

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

CITY:

Oscar Hernandez
Mayor

CONSULTANT:

Diana Cho
Principal Consultant

ATTEST:

Rebecca Valdez
City Clerk

EXHIBIT "A"

DIANA CHO AND ASSOCIATES

May 11, 2009

Ms. Rebecca Valdez
City Clerk
6330 Pine Avenue
Bell, California 90201

Subject: **Request for Proposal**
Administrative Services for the City of Bell Community Development Block Grant Program

Dear Ms. Valdez:

Thank you for the opportunity to present the enclosed proposal for Administrative Services in conjunction with the City of Bell's Community Development Block Grant (CDBG) Program.

Diana Cho and Associates appreciate the City's confidence in our firm by allowing us to work as consultants for you over the past several years. Cho and Associates is the best qualified firm to administer the City of Bell's CDBG Program as our experience include CDBG program and financial management, federal labor, contract and Section 3 compliance services, and operating housing rehabilitation programs.

Since 1986, Cho and Associates have offered extensive administrative and management services to cities requiring assistance in the CDBG Program. We are currently contracted by the Cities of Bell, Rancho Palos Verdes, Diamond Bar, and Bell Gardens to provide CDBG administrative services.

As CDBG Consultants, Cho and Associates provide assistance with preparing Annual Planning Summaries, Exhibit A/Memorandum of Understanding documents, reimbursement requests, professional services agreements, construction bid documents, U. S. Department of Housing and Urban Development reports, monitoring of sub-recipients, and providing Davis-Bacon and Section 3 Compliance monitoring.

Please call me at (626) 374-2184 should you have any questions or require additional information. I am available to discuss our proposal at your convenience.

Sincerely,

Diana Y. Cho

Diana Y. Cho
Principal Consultant

DYC:RFP.BELL5.09

16716 E Rocky Knoll Road.Hacienda Heights, CA 91745.(626) 968-3484

CONSULTANTS' EXPERIENCE AND QUALIFICATIONS

Diana Cho will serve as the lead consultant for the City of Bell's CDBG Program Administration services.

Diana Cho has served as a CDBG consultant since 1986. She has provided CDBG administrative services and technical assistance for the Cities of Bell, Bell Gardens, Diamond Bar, Rancho Palos Verdes, El Segundo, Huntington Park, and Hawaiian Gardens. As a CDBG consultant, Ms. Cho has prepared program guidelines, Annual Program Planning Summaries, the Statement of Community Development Objectives and Projected Use of Funds, Comprehensive Performance Reports, Contract/Subcontract Activity Reports, Request For Proposals and Qualifications (RFP'S AND RFQ's), and professional services agreements; administered Housing and Commercial Rehabilitation Programs; and monitored the expenditures and accounting of CDBG funds.

Currently, Diana Cho provides CDBG and MTA program administration services to the City of Bell; and CDBG general program management services for the City of Rancho Palos Verdes, Diamond Bar, and Bell Gardens. Ms. Cho was formerly a CDBG program manager for the Los Angeles County Community Development Commission prior to becoming a consultant. Furthermore, Ms. Cho has worked in the Community Development Block Grant Program since 1978. Ms. Cho graduated from the University of Southern California with a Bachelor of Science in Public Affairs/Public Administration.

PROPOSED SCOPE OF SERVICES

Diana Cho and Associates will provide CDBG program consulting services for program administration, implementation and monitoring. The proposed CDBG services to be offered are as follows:

Consultants will provide technical assistance for the administration and implementation of the City's projects and activities.

- Prepare CDBG documents including contracts, agreements and amendments.
- Prepare and publish public hearing notices for citizen input on the allocation of annual funds and/or any changes in the CDBG allocation of funds.
- Prepare reports for City Council review and approval of CDBG projects and activities.

- Prepare and submit Annual Program Planning Summaries indicating the projects and budgets for the CDBG Program to the Community Development Commission.
- Process CDBG Reimbursable Contract and Amendments
- Prepare and complete Community Development Commission reports and documents including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report.
- Keep City informed about current County and HUD requirements for the CDBG Program including historical preservation clearance, environmental impact review and procurement guidelines for services, supplies and equipment, if necessary.

Consultants will prepare City Council Reports and City Council Resolutions for agenda items pertaining to the Community Development Block Grant (CDBG) Program.

Consultants will prepare the Agreements to Implement Projects including project descriptions and budgets.

- Complete and submit the Exhibit A Input documents which describe the CDBG project, funding amount, program beneficiaries and project location.
- Prepare and process amendments for on-going projects. Prepare and publish public hearing notices for substantial changes in project description and/or funding levels.

Consultants will prepare CDBG Funding Requests for each project.

- Review payment requests and invoices for CDBG services, supplies and equipment, if necessary.
- Prepare and submit CDBG Funding Requests to the County each month.
- Monitor the drawdown of CDBG funds in order to comply with the CDC/HUD performance goals.

Consultants will coordinate with staff and gather all necessary files and documentation for program monitoring and audit preparation.

- Develop and maintain all necessary documentation for CDBG monitoring and Single Audit.
- Assist County and Federal CDBG monitors during program performance reviews, and City auditors during Single Audit.

Consultants will provide Davis-Bacon monitoring and contract compliance for CDBG-funded construction projects.

- Review construction contracts and bid specifications for compliance with Federal requirements to ensure that all appropriate forms are included in bid package.
- Submit construction bid document to CDC prior to advertisement of bids.
- Verify contractor and subcontractor eligibility.
- Participate in preconstruction conferences as requested by the City.
- Prepare and submit documents and reports required by the U.S. Department of Labor (DOL) and U.S. Department of Housing and Urban Development (HUD) for construction projects.
- Report any wage modifications, or other changes in requirements as they are issued.
- Review Weekly Certified Payroll Reports.
- Prepare and maintain labor and contract compliance files for CDC and HUD monitoring.
- Review all construction contract files prior to project close-out.

Consultants will provide Section 3 monitoring and compliance for CDBG-funded construction projects.

- Review construction contracts and bid specifications to ensure that all Section 3 compliance forms are included in bid package.
- Provide technical assistance to City staff regarding the objectives and requirements of Section 3.
- Review documentation of actions taken to comply with Section 3.
- Prepare annual Economic Opportunities for Low- and Very-Low Income Persons in Connection with Assisted Projects (Section 3 Performance) report.

Consultants will act as City's liaison and representative to the Community Development Commission.

- Coordinate program monitoring visits and audits.
- Prepare responses to CDC correspondence and monitoring findings.
- Submit inquiries for clarifications and determinations on behalf of the City.

Consultants will ensure compliance with all applicable Federal, State and local laws and policies.

- Keep updated copies of CDBG regulations and handbooks at City Hall.
- Circulate CDBG information bulletins to City staff.
- Attend County and HUD seminars on program and regulatory changes.

CLIENT LIST

Diana Cho and Associates provide services for the following clients:

- City of Bell
  Lourdes Garcia, Director of Administrative Services
  6330 Pine Avenue, Bell, CA 90201 (323) 588-6211
  Services Provided: CDBG, MTA, and SCAQMD Administration.
  Term of Service: 1986 to Present

- City of Rancho Palos Verdes
  Judy Huey, Senior Administrative Analyst
  30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 (310) 544-5252
  Services Provided: CDBG Program Management and Administration.
  Term of Service: 1995 to Present

- City of Diamond Bar
  David Doyle, Assistant City Manager
  21825 E. Copley Drive, Diamond Bar, CA 91765 (909) 839-7030
  Services Provided: CDBG Administration and Contract and Labor compliance monitoring.
  Term of Service: 1993 to Present

- City of Bell Gardens
  Carmen Morales, City Planner
  7100 South Garfield Avenue, Bell Gardens, CA 90201 (562) 806-7700
  Services Provided: CDBG Administration and Section 108 Loan.
  Term of Service: 2004 to Present

SCHEDULE OF FEES

The fees for consulting services are inclusive of all normal business overhead and will be as follows:

Principal	-	$ 80.00 per hour
Associates	-	$ 65.00 per hour

Diana Cho will serve as the lead consultant for providing CDBG Program Administration services. The consultant will work at least two to three days per week at City Hall offices. Approximately fifteen to eighteen hours of consultant services will be provided each week.

Additional hours can be provided if requested by the City, and upon availability of other funds in the budget.

Consultants will provide any other technical assistance when required by City staff in the areas of project management and administrative assistance.

DIANA Y. CHO
DIANA CHO AND ASSOCIATES

EDUCATION

B.S. Public Affairs/Public Administration
University of Southern California - Cum Laude

EXPERIENCE

Consultant - City of Bell
April, 1986 - Present

Responsibilities and experience include assistance in CDBG and MTA program administration; CDBG financial monitoring; preparing CDBG documents and reports for submittal to the County Community Development Commission (CDC); assistance in the preparation of local and state grant applications; coordination with staff for all necessary documentation required for CDC program monitoring and audit preparation; coordination of services and work assignments of City consultants and service providers funded through the CDBG program; preparing and reviewing bid documents and proposals; preparation of City Council agenda items and staff reports; labor compliance oversight and monitoring; and implementing the City's Residential Rehabilitation Program which is operated through Community Development Block Grant and Community Redevelopment Agency funds.

Consultant - City of Rancho Palos Verdes
June, 1996 - Present

Responsibilities and experience include assistance in CDBG program administration; CDBG financial monitoring; providing recommendations for eligible CDBG activities and projects; review of monthly CDBG program expenditures; preparation of staff reports and City Council resolutions pertaining to the CDBG Program; labor compliance oversight and monitoring; preparation of Quarterly Performance Reports (QPR); and preparation of CDBG funding requests.

Consultant - City of Diamond Bar
August, 2002 - Present

Responsibilities include providing CDBG staff for the City; preparation of Quarterly Performance Reports (QPR), contracts and contract amendments; CDBG contract compliance services; preparation of HUD and DOL labor compliance reports; obtaining certifications and maintaining Davis-Bacon documentation; coordination of labor compliance monitoring; preparation of inquiries for clarifications and determinations on behalf of the City; preparation of responses to County Community Development Commission (CDC) correspondence; and CDBG program assistance in the areas of program monitoring and contractor payment processing.

Consultant- City of Bell Gardens
February, 2004 - Present

Responsibilities include the preparation of a $ 5 million Section 108 Loan Application for the John Anson Ford Sports Complex; assistance for the overall administration of the City's CDBG Program; review of monthly CDBG program expenditures; preparation of staff reports and City Council resolutions pertaining to the CDBG Program; labor compliance oversight and monitoring; preparation of Quarterly Performance Reports (QPR); and preparation of CDBG funding requests.

Community Development Commission
County of Los Angeles

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

Name of Firm: Diana Cho and Associates

Address: 16716 Rocky Knoll Road, Hacienda Hts.,

State: CA Zip Code: 91745 Telephone Number: (626) 968-3484

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Diana Cho and Associates
(Contractor/Subcontractor)

By: Diana Cho
(Signature)

6/3/09
(Date)

Principal Consultant
(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Diana Cho and Associates

Address: 16716 Rocky Knoll Rd., Hacienda Hts.,

State: CA Zip Code: 91745 Telephone Number: (626) 968-3484

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

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Diana Cho and Associates
(Contractor/Subcontractor)

By: Diana Cho
(Signature)

6/3/09
(Date)

Principal Consultant
(Title)

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

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

WITNESSETH:

RECITALS

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

A. CITY desires to have a highly qualified CONSULTANT to perform graffiti removal services as authorized by the CDBG program in the City of Bell.

B. CONSULTANT represents that it is qualified to perform such services and has agreed to do so pursuant to this Agreement.

C. CITY does not have the staff or capability to perform the graffiti removal services which CONSULTANT will perform pursuant to this Agreement; and

D. CITY desires to contract with CONSULTANT based on the following terms and conditions in this Agreement.

1. DESCRIPTION OF WORK

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

2. TIME OF PERFORMANCE

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

3. COMPENSATION AND METHOD OF PAYMENT

A. Compensation

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

B. Expenses:

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

C. Method of Payment:

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

4. TERM OF AGREEMENT

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

5. RECORDS AND AUDITS

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

7. CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

11. PREVAILING WAGES.

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

12. RIGHT OF TERMINATION.

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

13. INTEREST OF MEMBERS OF THE CITY

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

14. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

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

15. INTEREST OF ATTORNEY AND EMPLOYEES

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

16. INDEPENDENT CONSULTANT

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

17. SUCCESSOR AND ASSIGNMENT

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

18. INDEMNIFICATION

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

19. INSURANCE

A. Liability Insurance:

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

B. Workers' Compensation Insurance:

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

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

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

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

20. SEVERABILITY

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

21. INTERPRETATION

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

22. ENTIRE AGREEMENT

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

23. AMENDMENTS

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

24. WAIVER

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

25. CONTRACT EVALUATION AND REVIEW

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

26. CHANGES

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

27. REPORTS AND INFORMATION

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

28. PERSONNEL

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

29. LOBBYING CERTIFICATION

A. Federal Requirements

The CONSULTANT CERTIFIES THAT:

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

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

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

B. County of Los Angeles Requirement

The CONSULTANT certifies that:

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

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

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

30. NOTICES.

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

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

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

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

31. COMPLIANCE WITH LAWS

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

SIGNATURES

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

CITY:

George Mirabal
Mayor

CONSULTANT:

~~Barry Steinhart~~ Carla Lewis
Graffiti Protective Coatings, Inc.

ATTEST:

Rebecca Valdez
City Clerk

88

EXHIBIT "A"

SCOPE OF SERVICES

WORK PLAN FOR GRAFFITI REMOVAL:

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

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

1. Patrol and clean five days a week, Monday through Friday, all commercial streets, alleys and walkways, bike path walls, areas surrounding school properties, main neighborhood streets including but not limited to Bell Ave., Salt Lake Ave. Filmore Ave., River Dr., Randolph Ave., Clarkson St. Southhall/Chanslor Aves. Loma Vista Pl., Woodward Ave., Bear Ave., and Corona Ave., and any additional service requests from City. Isolate areas that are vandalized consistently on Fridays after 1:00 pm. and re-patrol and clean those specific areas as needed.

2. Patrol and clean East river wall and all residential streets at least once per week.

3. Every Saturday, or by preference Sunday, perform a complete sweep of Florence Ave., Salt Lake Ave., Gage Ave., Atlantic Ave., Wilcox Ave., bike path near Florence Ave., Federal Alley, Knoll Tract, and Walker-Crafton walkway.

4. Perform 12 hours of community services per month.

CONTRACTOR'S STATEMENT

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

July 21, 2008

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

Community Development Commission
County of Los Angeles

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

Name of Firm: Griffith Protective Coatings Inc.

Address: 419 N. Lincoln Blvd. #264 L.A.

State: Ca. Zip Code: 90004 Telephone Number: (323) 464-4492

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

(Contractor/Subcontractor)

By: Charle Lewis (Signature)

12/03/08 (Date)

President (Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: CraCati Protective Codings Inc.

Address: 419 N. Lanchart Blvd. # 264 LA.

State: CA Zip Code: 90004 Telephone Number: (323) 464-4492

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

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Carl Lewhoff
(Contractor/Subcontractor)

By: [signature]
(Signature)

12/08/08
(Date)

Presidente
(Title)

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
LEAD PAINT AND ASBESTOS INSPECTION, TESTING AND ASSESSMENT

This Agreement is made and entered into this 29th day of June, 2009 by and between the City of Bell (hereinafter referred to as "CITY"), and Lead Tech Environmental (hereinafter referred to as "CONTRACTOR").

1. **DESCRIPTION OF WORK**

CONTRACTOR shall provide lead based paint and asbestos inspection, testing and assessment for the CITY's Community Development Block Grant Program. The specific services to be provided shall be as set forth in Exhibit "A", which is attached hereto and made a part hereof.

2. **TIME OF PERFORMANCE**

This Agreement shall commence as of July 1, 2009 and shall remain in full force and effect until June 30, 2010. The Agreement may be extended upon request and approval by the CITY on an annual basis for an additional twenty-four (24) months until June 30, 2012.

3. **COMPENSATION AND METHOD OF PAYMENT**

A. Maximum Compensation

The fee for services pursuant to this Agreement shall be provided in accordance with the Compensation Schedule set forth in Exhibit "A" and shall not exceed the sum of $25,000 in Community Development Block Grant Funds without prior authorization.

B. Method of Payment:

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

4. **TERMINATION OF AGREEMENT**

This Agreement can be in terminated by either party by giving written notice at least thirty (30) days prior to the effective termination date in the written notice.

5. **RECORDS AND AUDITS**

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

6. **EQUAL EMPLOYMENT OPPORTUNITY**

During the Performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

B. The CONTRACTOR will, in all solicitation of advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the CONTRACTOR'S non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the provisions of paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7. **CIVIL RIGHTS ACT OF 1964**

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

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

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

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

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

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

A. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. The parties of this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representatives of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.

D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractor, it

successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

11. **INTEREST OF MEMBERS OF THE CITY**

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

12. **INTEREST OF OTHER LOCAL PUBLIC OFFICIALS**

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

13. **INTEREST OF ATTORNEY AND EMPLOYEES**

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

14. **INDEPENDENT CONTRACTOR**

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

15. **SUCCESSOR AND ASSIGNMENT**

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

16. INDEMNIFICATION

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

17. INSURANCE

A. Liability Insurance:

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

B. Workers' Compensation Insurance:

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

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

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

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

18. **SEVERABILITY**

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

19. **INTERPRETATION**

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

20. **ENTIRE AGREEMENT**

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

21. **AMENDMENTS**

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

22. **WAIVER**

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

23. **CONTRACT EVALUATION AND REVIEW**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Director of Development Services. The CITY will monitor and evaluate the CONTRACTOR in the performance of this Agreement.

24. **CHANGES**

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

25. **REPORTS AND INFORMATION**

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

26. **PERSONNEL**

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

27. **LOBBYING CERTIFICATION**

A. Federal Requirements

The CONTRACTOR CERTIFIES THAT:

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

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

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

B. County of Los Angeles Requirement

The CONTRACTOR certifies that:

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

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

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

28. **BUSINESS LICENSE**

The CONTRACTOR agrees to obtain a City of Bell Business License in order to provide services. This Business License shall be issued by the City of Bell's Business License Department upon approval of the Business License Application and payment of Business License Tax.

29. **NOTICES**

to the CONTRACTOR:

Steven Denzler
Lead Tech Environmental
605 S. Pacific Avenue Suite 202
San Pedro, CA 90731

to the CITY:

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

30. **COMPLIANCE WITH LAWS**

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

SIGNATURES

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

CITY:

Oscar Hernandez
Mayor

CONTRACTOR:

Steven Denzler
Owner

ATTEST:

Rebecca Valdez
City Clerk

BID FORM

EXHIBIT "A"

LEAD BASED PAINT AND ASBESTOS INSPECTION, TESTING AND ASSESSMENT SERVICES FOR THE CITY OF BELL

The undersigned Proposer offers to perform the work described in the Request for Proposal for the following price.

LEAD BASED PAINT

ITEM	<2,000 SQ.FT.		2,000-3,000 SQ.FT. UNIT		>3,000 SQ.FT. UNIT	
	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*
Paint Inspector/Paint Testing	295	285	300	295	300	295
Risk Assessment	300	290	310	295	310	295
Laboratory Samples for Risk Assessment (per sample cost)	14	←				→
Clearance Testing	150	←				→
Laboratory Samples for Clearing Testing (per sample cost)	14	13	14	13	14	13

**Economy of scale: Two (2) or more units that are scheduled on the same day in the same geographic area.*

ASBESTOS

ITEM	<2,000 SQ.FT.		2,000-3,000 SQ.FT. UNIT		>3,000 SQ.FT. UNIT	
	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*	Price Per Unit	Economy of Scale*
Asbestos Inspector/Asbestos Testing	295	285	295	285	295	285
Risk Assessment						
Laboratory Samples for Risk Assessment (per sample cost)	10	←				→
Clearance Testing	200	←				→
Laboratory Samples for Clearing Testing (per sample cost)	14	12	14	12	14	12

**Economy of scale:* Two (2) or more units that are scheduled on the same day in the same geographic area.
***Discount for testing if conducted with lead paint test:* Yes ✓ No_____
If Yes, indicate the percentage/dollar amount of the discount 3%

Name of Proposer: Lead Tech Environmental

Address: 605 S. Pacific Ave #202, SP, CA 90731

Telephone: (310) 831-2479

Fax: (310) 831-2465

License Number: Certs of Technicians are included

Signature and Title of Person Authorized to Submit Proposal

Date 5/18/09

Community Development Commission
County of Los Angeles

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

Name of Firm: Lead Tech

Address: 605 S. Pacific Ave #202 SP

State: CA Zip Code: 90731 Telephone Number: (310) 831-2479

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Steve Denzler
(Contractor/Subcontractor)

By: [signature]
(Signature)

7/16/09
(Date)

Owner
(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Lead Tech

Address: 605 S. Pacific Ave #202, SP

State: CA Zip Code: 90731 Telephone Number: (310) 831-2429

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

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

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

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

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

Authorized Official:

Steven Denzler
(Contractor/Subcontractor)

By: [signature]
(Signature)

7/16/09
(Date)

Owner
(Title)

City Of Bell
Agenda Report

DATE: May 18, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Captain Steven Finkelstein

SUBJECT: Bell Police Department's Procedures in Regards to Graffiti Abatement and Apprehension.

Background:
The City of Bell, as well as most of Los Angeles County, has had a continual problem in regards to Taggers causing extensive damage to public and private property. This damage is not only expensive, but is a visible eye sore to the public at large. The graffiti is stereotypically interpreted as being consistent with a high crime area, even though, this can be far from the truth.

Discussion:

Taggers are a group of individuals that vandalize very public areas, with a chosen moniker, by scratching, marking, or painting. Their entire goal is place their "name" in as many public places as possible in a short time. They practice this act constantly so that when they commit the offense, they can do it within seconds and do it surreptitiously without drawing attention to themselves. They usually "hit and move" so they do not spend much time, usually seconds, at the scene of the crime. They are anonymous and only get identified if caught.

This is in direct contrast with gang graffiti that is used to mark gang territory. For example, if the "Chanslor St" gang begins marking the walls, we have an idea through gang intelligence who to contact, and put pressure on, to encourage the cease of the graffiti acts.

About a year or two ago, we began working with GPC more closely. We met with their managers and we set up the graffiti tracking system. We use this system whenever we can in both apprehension and prosecution. This was a two pronged approach in an attempt to try to curb the unsightly graffiti that at the time was running rampant in the city and costing a small fortune to clean up. As graffiti is still an on-going problem, and a very noticeable visual eye-sore, I assure you that it has vastly improved.

Let me start with the inherent problems we were having with apprehending and prosecuting taggers. Vandalism is classified as a misdemeanor per the California Penal Code. A police officer cannot arrest for a misdemeanor unless it is committed in his/her presence. Thus, the

witnessing party would have to sign a "private persons" arrest in order for the officer to make an arrest he/she did not actually witness. We were having difficulty getting the reporting parties to comply with this stipulation in the law. We would be forced to enforce the lesser laws that we did observe (minor in possession of a spray can, curfew, minor code violations, etc). This would leave the city with no way of recovering restitution from the arrestees for the vandalism.

The exception to the "in the officer's presence" rule is when a juvenile offender is involved. The officer can arrest when reasonable suspicion is present that the offender just committed the offense. Although we can arrest the juvenile, the juvenile court is extremely hesitant to prosecute without a witness, and the D.A. usually refuses to file charges. This does not deter an arrest on our part though. This puts the juvenile into our system and takes the graffiti tools out of his/her possession. This also identifies the "moniker" to an individual. This usually deters the individual, but sometimes they just change their moniker. The taggers consider this a "victimless crime" and there are usually several more anonymous taggers to take the place of every arrestee.

The D. A. requires that the victim testify that he/she did not give the tagger permission to tag the property. After tracking down who the actual property owners were, as a lot of the properties in Bell are rentals, most of the property owners did not want to spend the day in court, opting to just paint over the damage and be done. When the tagger was prosecuted, the "over-whelmed" courts would usually settle with the suspects for restitution with the victim only. This would require the victim to submit a bill itemizing the actual costs of repair/paint. If the suspect does not pay the restitution, the victim is required to take more time in order to report back to the court for further proceedings.

Now that I have identified the hurdles (that are beyond our control), let me tell you what we do. When a pattern appears, we aggressively go after the problem with whatever resources we can find. This includes contacting GPC, Neighborhood Watch, Placing extra patrols in the area, and if necessary doing a special enforcement detail. For example, there was recently, a pattern tagger named "sex tornado" that was vandalizing the area of the Community Center. Extra patrols were set up and a special enforcement detail was deployed. On the first deployment, "sex tornado" was apprehended and arrested as officers were in the area for that specific reason. We will contact GPC and have them supply us with all of the locations in the past that "sex tornado" has been tagged in the city. All of these incidents will be submitted to the D.A. for prosecution and restitution. This will show the court that this individual has caused a lot of damage and is not just a one-time tagger that got caught on his first time. It also hits the suspect harder financially, as each event will require restitution to the victims. We will also work with the courts and probation to ensure full prosecution.

In our initial meetings, GPC was directed, by me, to report any gang graffiti or tagging patterns so we may aggressively address the problem. As special enforcement details do cost a little in overtime, the cost is small compared to the graffiti removal costs and visual aspects of non-enforcement.

The Bell PD is committed to graffiti enforcement as we take the graffiti personally. We liken it to somebody damaging our office and take it as a "slap-in-the-face". No tagger, or suspected

tagger, will ever get a break from a Bell PD Officer. We have a "zero tolerance" policy and will utilize any and all laws, tools, agencies, or resources for graffiti enforcement on any individual.

In the past twelve months, we have handled (92) reported incidents in regards to vandalism. We were able to make (30) arrests for vandalism, along with numerous other citations/arrests for related offenses to the incidents.

Recommendation

Receive and file the staff report from Captain Finkelstein, via the Interim CAO, in regards to the active graffiti enforcement of the Bell Police Department

City of Bell
Agenda Report

DATE: May 25, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

By: Lourdes Garcia, Director of General Services

SUBJECT: General Fund Financial Status

RECOMMENDATION:

It is recommended that the City of Bell City Council review the General Fund Financial Status report to address the debilitating financial status of the General Fund for fiscal years 2010-2011 and 2011-2012. In addition, City staff is requesting Council Action regarding the various findings reported by several audits.

BACKGROUND:

At the onset of the new fiscal year, the City became the focus of an unprecedented scandal in local government. This scandal has led to multiple investigations, audits and/or reviews by several governmental and non-governmental agencies as well as public scrutiny. The findings unveiled the need to introduce best practices, accountability and transparency of the City. The City continues to undergo a massive number of public records requests and subpoenas, as well as several government claims, lawsuits, and legal challenges. All these factors have severely impacted the City's General Fund and overall financial situation.

The essence of this report is to provide a comparative snapshot of the City's General Fund operating results, budget, County's estimates and revenue/expenditures projections for the fiscal year ending June 30, 2011. It is worth noting that staff have prepared these projections based on available information; ***final results may considerably be higher or lower than the projections presented in this report.*** In addition, the report also conveys future financial uncertainties which can potentially affect the General Fund and overall financial condition and audit findings, pending City Council action and/or the City's response.

ATTACHMENTS

General Fund Financial Status Report

GENERAL FUND FINANCIAL STATUS

At the beginning of 2010-2011 fiscal year, the City of Bell became the focus of an unprecedented scandal. This scandal has led to multiple investigations, audits and/or reviews by several governmental and non-governmental agencies, as well as public scrutiny. The findings have unveiled the need to introduce best practices, accountability and transparency. The City continues to undergo a massive number of public records requests and subpoenas, as well as several government claims, lawsuits, and legal challenges. All these factors have severely impacted the City's General Fund financial status.

The General Fund is the City's chief operating fund which accounts for discretionary financial resources not governed by specific statutory guidelines or restrictions. This fund is an accounting entity with a self-balancing set of accounts to record assets (owned), liabilities (owed), equity (the difference of assets less liabilities), revenues (income), and expenditures (expenses).

The following report is intended to provide a comparative snapshot of the City's General Fund operating results, budget, County's estimates and revenue/expenditures projections for the fiscal year ending June 30, 2011. The following are summary highlights of this financial analysis.

Financial Summary Highlights

- The General Fund will face a projected deficit of approximately $4.9 million at the end of the fiscal year 2010-2011.
- The Projected deficit will be funded by the $5 million cash reserve held at the beginning of the fiscal year 2010-2011.
- The General Fund may face a greater deficit if the City fails to comply with requirements as prescribed by funding guidelines for Gas Tax, Prop A, Prop C and the Community Development Block Grant (CDBG).
- Projections may end substantially higher or lower as revenues and expenditures may still experience unforeseen deviations for the remaining five months before the close of the fiscal year—three months remaining and two months after the end of the fiscal year.
- Failure to comply with special revenue guidelines may increase the General Fund deficit by approximately $1.3 million; the General Fund will have zero reserves to fund this deficit.
- The upcoming fiscal year 2011-2012 will hold no cash reserves in the General Fund.
- The City realized significant salary savings due to the elimination of high salaries and specific positions; however, this may not be apparent as salaries have been reallocated to the General Fund to properly align functions to its respective divisions.
- The City has not filled key personnel positions to ensure delivery of services at its most basic levels e.g. Chief of Police, Director of Community Services, Accounting Manager, City Engineer and Assistant Chief Administrative Officer.
- The City has not conducted an independent annual financial audit for the fiscal year 2009-2010 due to the resignation of former City auditors and its inability to retain a new Auditing Firm for the completion of the City's Comprehensive Annual Financial Report (CAFR) and its component units. The City of Bell continues to work with the State Controller's Office to mitigate this situation.

DISCUSSION

FINANCIAL OVERVIEW

FISCAL YEAR 2009-2010

Balance Sheet
At June 30, 2011 (Unaudited)

Assets	
Cash	5,013,320
Receivables	21,410,118
Other	7,800
Total Assets	**26,431,238**
Liabilities	
Current Liabilities	644,707
Other Liabilities	10,669,596
Total Liabilities	11,314,303
Equity	
Fund Balance (Reserves)	15,116,935
Total Liabilities and Equity	**26,431,238**

Fund Balance is viewed as reserves available; however, it is important to recognize that the fund balance represents assets that may not be easily be convertible to cash, such as accounts receivables. The City carries a large amount of inter-fund receivables which are highly unlikely to be paid to the General Fund. Cash is a better representation of the City's reserves; therefore, $5,013,320 represents the General Fund reserves for the fiscal year ending June 30, 2011.

Statement of Revenue and Expenditures
For the period ending June 30, 2010 (Unaudited)

Revenues	13,683,649
Expenditures	14,253,619
Excess (Deficit)	(569,970)
Beginning Fund Balance	15,686,905
Change on Fund Balance	(569,970)
Ending Fund Balance	15,116,935

At the closing of the fiscal year 2009-2010, the General Fund experienced a deficit of $569,970 as its expenditures exceeded revenues reducing the fund balance to $15,116,935.

FISCAL YEAR 2010-2011

Within the following sections, an analysis of the General Fund condition will be discussed to depict the preliminary projected results for fiscal year 2010-2011. This analysis will be presented similar to the report presented by the County of Los Angeles, Department of Auditor-Controller on January 6, 2011. Furthermore, it will display a side-by-side table of the General Fund unaudited results for the fiscal year 2009-10, 2010-2011 budget, Los Angeles County 2010-2011 estimates and 2010-2011 projections.

MAJOR HEADINGS

2009 – 2010 Actual Results

Revenues are reflective of a debilitating economy resulting in a decrease in major revenues such as Sales Tax, Utility Users' Tax, Franchise Fees, and other revenues. Expenditures primarily report a reduction in Community Services' expenditures and other adjustments in all other functions.

2010 – 2011 Budget

The budget was drafted utilizing assumptions of a vibrant and prosperous economy. This budget was prepared in 2005 when the national economy had not been impacted by the real estate crisis, the stock market crash and the current prolonged recession. At that time, revenues were forecasted providing a continuous growth and expenditures were aligned commensurately.

Los Angeles County Auditor-Controller 2010 – 2011 Estimates

The Los Angeles County Auditor Controller auditors may have utilized the existing trends affecting the revenues and key factors that would likely impact expenditures. These expenditures reflect personnel changes, legal costs, and other extraordinary expenditures resulting from the current situation.

Actual Operations through March 2011

These represent all revenues and expenditures received or paid through March 2011. Typically, there is a 30-day to 60-day delay in receiving revenue payments and processing vendor payments. Therefore, the amounts do not reflect precise revenues earned or expenditures incurred through March 2011 due to the time lag.

2010 – 2011 Projections

Actual March revenues and expenditures became the benchmark to formulate the forecasted projections. Revenues were estimated assuming the current trends; expenditures were estimated considering potential and known expenditures based on the current conditions.

CITY OF BELL

GENERAL FUND

PROJECTED REVENUES AND EXPENDITURES

	2009-2010 Actual (Unaudited)	2010-2011 Budget	**2010 - 2011 County Estimates**	Actual 3/31/2011	**2010-2011 Projections**
REVENUES					
Property Taxes	1,549,327	691,809	**2,230,629**	1,312,517	**1,729,572**
Other Taxes	5,851,186	7,502,553	**4,736,302**	3,221,763	**5,489,785**
Licenses & Permits	819,479	1,149,602	**576,006**	223,022	**433,250**
Fines & Forfeitures	991,950	1,353,852	**702,500**	478,290	**726,407**
Revenue from Property	130,585	347,160	**870,500**	97,869	**128,292**
Revenue from other Agencies	3,191,069	3,474,246	**3,052,400**	1,556,768	**3,075,538**
Charges for Current Services	960,739	1,323,742	**366,450**	311,343	**385,028**
Parks & Recreation	263,235	527,995	**205,100**	193,972	**228,075**
Other Revenues	15,915	(318,687)	**10,000**	1,128,436	**1,246,245**
TOTAL REVENUE	13,773,484	16,052,272	**12,749,887**	8,523,979	**13,442,192**
EXPENDITURES					
GENERAL GOVERNMENT					
Personnel	1,458,767	1,361,576	**1,886,191**	1,144,711	**1,616,454**
Operations	4,287,638	4,505,037	**1,872,942**	8,455,129	**9,442,694**
GENERAL GOVENRMENT TOTAL	5,746,405	5,866,613	**3,759,133**	9,599,840	**11,059,148**
COMMUNITY SERVICES					
Personnel	976,535	2,129,750	**1,513,570**	929,358	**1,145,565**
Operations	403,703	930,452	**525,554**	308,357	**386,875**
COMMUNITY SERVICES TOTAL	1,380,238	3,060,202	**2,039,124**	1,237,716	**1,532,440**
PUBLIC SAFETY					
Personnel – Sworn	4,556,703	4,986,256	**5,924,612**	3,143,711	**3,871,604**
Personnel - Non-sworn	727,022	669,949	**1,249,910**	540,736	**754,698**
Operations	797,215	935,475	**1,297,016**	492,569	**733,569**
PUBLIC SAFETY TOTAL	6,080,940	6,591,680	**8,471,538**	4,177,015	**5,359,871**
PUBLIC WORKS					
Personnel	8,786	0	**222,426**	109,640	**137,927**
Operations	444,904	686,517	**413,341**	118,637	**347,637**
PUBLIC WORKS TOTAL	453,690	686,517	**635,767**	228,278	**485,564**
TOTAL EXPENDITURES	13,661,275	16,205,012	**14,905,562**	15,242,849	**18,437,022**

TOTAL EXCESS (DEFICIT)	112,210	(152,740)	(2,155,675)	(6,718,869)	(4,994,830)

COMPARATIVE ANALYSIS – COUNTY VS CITY

REVENUES

Property Taxes

The projected amount is lower than the County's estimate. Property tax collections were less than anticipated. The decrease may be attributed partially to a negative growth in assessed values and primarily to a lower collection rate in property taxes.

Other Taxes

Based on the trends reported during the fiscal year, it is projected that the City will realize higher revenues than the County estimates. Major revenues in this category consist of Sales Tax, Utility Users' Tax, and Franchise Taxes. Although, revenues experienced a decline, compared to 2009-2010, realized revenues; the decline may not be as drastic as estimated by the County.

Licenses & Permits

This category reports a drastic decline. It is projected that revenues will be lower than County's estimate. The reported change is primarily to the implementation of lower business license fees. The City was unable to substantiate increases implemented by the prior administration; therefore, the City reinstated 1980's license fees as documentation proved that those fees were duly approved in accordance with state legislation.

Fines and Forfeitures

The County may have used prior year trends and adjusted it slightly. This category is forecasted at 50% of the County's estimate. The change may be mainly attributed to a decline in the issuance of parking citations and a lower collection rate.

Revenue from property

This revenue category is estimated to be considerably lower than the County's projection. While the forecast assumptions are unknown, it is unclear what revenues were included in these calculations. However, the probability of receiving the revenues estimated by the County is very unlikely as previous year's results did not report the amount estimated by the County.

Revenue from other Agencies

The projections will likely mirror the County's estimates. This category encompasses Motor Vehicle in-Lieu-of Tax which has remained steady in the last few years.

Charges for Current Services

This represents charges and fees associated with city services. During the prior administration, the City engaged in vehicle impounds and practices not condoned by best practices which are currently being investigated or reviewed. As a result, previous practices are not being implemented leading to a decrease in those revenues.

Parks & Recreation

This category correlates to recreational and sports programs. Revenues are projected to decrease as programs have been curtailed or terminated. Projections are close to the County's estimates.

Other Revenues

The County estimates are lower than current projections. County excluded the transfer of monies to meet the 2007 General Obligation Bond debt service obligation for the current fiscal year.

EXPENDITURES

General Government

Fiscal Impact – Approximately $7.3 million higher than County estimate

These projections triple the County's estimate. The County report did acknowledge the City would be facing extraordinary expenses as a result of the salary scandal and other potential liabilities as audit findings were released. This expenditure category accounts for the incurred extraordinary expenditures up to date and projections for the last three months of the fiscal year. As follows, the most significant expenses will be noted to explain the gap between the County's estimate and the current projections as the County excluded and/or did not account for these expenditures in the projections presented to the City.

- The State Controller's Office identified that the City had illegally increased its retirement tax levy for the fiscal years 2008 through 2010. The State Controller's auditor reported that the City had over collected taxes in the amount of approximately $2.9 million. The City immediately worked with the State Legislature and County Tax Collector to remedy the problem. Any over-assessment of taxes would typically be shifted to public schools; however, City officials diligently worked with State legislators to enact a special bill that would grant a one-time exemption and petitioned that excess taxes be returned to Bell taxpayers. Therefore, Assembly Bill No 900 was enacted. City of Bell wired $2,935,000 to the County Tax Assessor; Bell taxpayers received refunds sometime in December 2010.
- Extraordinary expenditures arose as result of the current situation. The City is inundated with investigations, subpoenas, public record requests, government claims, and lawsuits. The City has been forced to incur unprecedented legal fees. Legal defense is critical to minimize liability, exposure and to deter an uncontrollable flow of lawsuits.
- Debt Service of the General Obligation Bond was excluded from this fund as the County differs in accounting and reporting; County auditors recommended consulting the current accounting reporting with City auditors. In the meantime, in the absence of a formal resolution; the debt

service payments will continue to be reported in the General Fund as the City of Bell was the issuer.

- Overall personnel cost is lower for all divisions under this category as the County may have included retirement benefits in its projections. Retirement costs are not recorded in the General Fund; however, any deficit is funded by the General Fund as needed and reported as an Inter-fund transfer.
- Salary expenditures are lower in the current fiscal year due to vacant positions as a result of terminations, resignations, and/or retirements. The County accounted for the funding of those positions deemed essential to the operations of the City; e.g. Chief Administrative Officer and Accounting Manager.

Community Services

Fiscal Impact – Approximately $500,000 lower than the County's estimate

The County has accounted for a reduced level of services. County projected for the existing programs in place at the time of its audit. This variance may be due to the following reasons:

- The department has had a reduction in part-time and full-time personnel which have not yet been filled. The current year expenditures reflect partial salaries for Director of Community Services position and part-time employees—approximately six part-time employees have voluntarily resigned.
- Despite the vacancy of the Community Services Director position, the County provided funding for this position.
- Overall personnel costs are lower as the County may have included funding for the retirement benefits of full-time and eligible part-time employees. Retirement costs are not recorded in the General Fund; however, any deficit is funded by the General Fund as needed and reported as an Inter-fund transfer.
- Decrease in operations costs can also be attributed to the reduction in sports program enrollment, elimination of some sports programs, adjustments to activities and holiday festivities such as Halloween, Christmas and Spring programs.

Public Safety

Fiscal Impact – Approximately $3.5 million lower than County's estimate

At the onset of the fiscal year, several personnel positions were vacant pending resolution and authorization for recruitment. Furthermore, personnel changes occurred resulting in the loss of more sworn personnel. Factors wdescribed to explain the significant gap between the County's and the present projections, are as follows:

- Current expenditures are considerably lower because sworn police personnel costs reflect the funding of thirty-one sworn positions as opposed to approximately forty positions which may have been included in the County's projections.

- The County may have included funding for two sergeants and two police officer positions vacant at the time the projections were made. Subsequent to the report, two sworn police personnel resigned, one separated and another retired.
- Overall personnel costs are lower for all police divisions as the County included retirement benefits in its projections. Retirement costs are not recorded in the General Fund; however, any deficit is funded by the General Fund as needed and reported as an Inter-fund transfer.
- Services and supplies projections represent two thirds of the County's projections. It is unclear what assumptions were utilized. Currently, the department shows a decline in expenditures due to restructuring and prioritization of basic departmental supplies and services. The department has changed vendors, eliminated personnel training programs, and restructured the jail operations to reduce spending and optimize the use of the City's financial resources.

Public Works

Fiscal Impact – Approximately $130,000 lower than County's estimate

This area represents the funding of the City Engineer position and Public Work services. As of the date of the County's report, the Engineer position was vacant due to retirement; however, the County's estimates reflect the funding of the position as it is key for the delivery of services in that division. The variance between the County's estimates and the current projections can be attributed to the following:

- Overall personnel costs are lower for this division as the County included the salaries and retirement benefits for the City Engineer in its projections. Retirement costs are not recorded in the General Fund; however, any deficit is funded by the General Fund as needed and reported as an Inter-fund transfer.
- Current expenditures do not reflect the required expenditures to be spent by the Public Works division. The City receives Traffic Congestion Relief Funds (AB 2728) from the State of California. The City is required to meet the Maintenance-of-Efforts (MOE) requirement. Pursuant to this requirement, the agency must spend from its General Fund—for Street and Road purposes—an amount not less than the three-year average of expenditures for the fiscal years 1996-1997, 1997-1998, and 1998-1999. The current amount required is approximately $280,000. The City will have to meet the MOE in order to continue to receive this funding.

FUTURE FINANCIAL UNCERTAINTIES

The City may face other uncertainties associated with issues identified by the various audits and awaiting City Council action.

- The General Fund may lose funding from Gas Tax, Prop A, Prop C and Community Development Grant if the City fails to comply with funding guidelines.

- State Controller's auditors issued findings related to expired contracts and sole sourcing under the previous administration for Engineering and Public Work services. State auditors recommended that the City must immediately conduct a Request-for-Proposal (RFP) for those contracts in order to comply with funding guidelines. Due to the lack of an active governing board—City Council--, the City may be allowed to approve contracts retroactively to the beginning of the fiscal year 2010-

2011. It must be emphasized that the City has already incurred expenditures in this area to continue to provide City services without any interruption. As of the date of this report, expenditures currently amount to $250,000 in the Gas Tax fund pending final expenditures for the last five months of the fiscal year. These expenditures represent costs for Public Work, Street Sweeping, Sidewalk Steam Cleaning and Engineering services. Failure to comply will disallow the expenditures and a new funding source will need to be sought.

- The Metropolitan Transportation Authority (MTA) auditors also identified expired contracts and sole sourcing under the previous administration for Paratransit Services, Bus Shelter Cleaning, and Engineering services. Similarly, county auditors recommended immediate City action to remedy these findings. The City must proceed with the recommended RFP to comply and secure funding for the upcoming fiscal year. As of March 2011, Prop A and Prop C fund has incurred expenditures in the amount of $500,000 and 200,000 respectively. Failure to approve contracts will result in disallowance of use of funds; the City will have to reclassify these expenditures to a different funding source.

- The Community Development Block Grant financial monitoring similarly noted expired contracts and sole sourcing for Graffiti and Grant Administration services. Currently, Graffiti and Administration expenditures are 95,000 and 35,000 respectively plus payments for services for the last three months of the fiscal year. Failure to approve contracts will result in disallowance of eligible expenditures; the City will have to reclassify these costs to another funding source.

- The City may face several lawsuits for indemnification, breach of contract, and other damages as the City denied government claims submitted by former City employees, City elected officials, and Engineering Consultant.

- The repayment of $35 million for the Taxable Lease Revenue Refunding Bond, Series 2007 is still pending. The City has no funding source to fulfill this debt obligation. The subject property had depreciated in value posing a greater challenge for its lease or sale.

- The repayment of the Note Payable for the acquisition of the formerly known Western Auto property. The Bell Community Redevelopment Agency (CRA) has no available funds to meet debt service payments. The Agency shows a deficit for the total annual payments made in the fiscal year 2009-2010. The Agency must enter into a loan agreement to fund this deficit as well as for the three debt service payments made in the current fiscal year 2010-2011 (likely between City and CRA).

- The City is not levying the required tax levy to meet the debt service obligation for the General Obligation Bonds, Series 2007. The City is currently using bond proceeds to meet its debt service obligation. A City Council action is needed to address this issue. The current annual interest payment is approximately $1.7 million; no principal payment has been made yet.

AUDIT FINDINGS PENDING CITY COUNCIL ACTION AND/OR CITY RESPONSE

The State Controller's Office, CALPERS, and other agencies conducted audits, and/or financial reviews on the City. Several findings were issued and are pending City's response, Legal advice, and/or City Council action. If the City concurs with the findings noted below, the financial impact will be shifted to the General Fund worsening the already debilitating General Fund financial condition. An emergency plan may have to be adopted as the General Fund can no longer bear any additional funding. These findings are as follow:

State Controller's Office

- The City increased business license taxes, which included rental business license taxes, and motel taxes. According to the auditors, such increase was made without voter approval.
    - Potential Fiscal Impact: $2,100,000
    - State Recommendation: City to refund the stated amount.
    - Action Taken: 2011 Business License Tax was adjusted to reflect license fees charged in the late 80s. No resolution was located. No action taken regarding the $2.1 million.

- The City improperly increased the assessment of the Sanitation and Sewerage System District.
    - Potential Fiscal Impact: $621,737
    - State Recommendation: City to refund or offset the stated amount.
    - Action Taken: The City of Bell has challenged this finding

- The Bell Community Redevelopment Agency utilized Low & Moderate Funds to pay for specific personnel expenditures.
    - Potential Fiscal Impact: $244,850
    - State Recommendation: City to refund the stated amount.
    - Action Taken: None.

- The Bell Community Redevelopment Agency utilized Capital Projects Funds to pay for specific personnel costs.
    - Potential Fiscal Impact: $242,268
    - State Recommendation: City to refund the stated amount.
    - Action Taken: None.

- The Bell Community Redevelopment Agency utilized Low & Moderate Funds to pay for specific personnel expenditures, supplies, professional services, and audit services.
    - Potential Fiscal Impact: $177,716
    - State Recommendation: City to refund the stated amount.
    - Action Taken: None.

CALPERS

The noted agency recently received a correspondence regarding Industrial Disability Retirement (IDR) of former safety employees approved under the former administration.

- Potential Fiscal Impact: Unknown
- Issue: Validation of prior determination of Industrial Disability Retirement for ten former safety members retired between 2003 and 2009.
- Action Taken: None

Other Agencies

The City is yet undergoing multiple investigations; and will have an upcoming compliance audit tentatively in July, 2011. The outcome and/or findings will be disclosed as the facts become available.

Glossary of Terms

Assets

Assets represent what the City owns, has available or may have available in a short-term or long-term period. The General Fund's assets consist of cash, petty cash, change fund, inter-fund receivables and prepaid expenditures. Inter-fund receivables constitute loans made other City's funds—component units such as Community Redevelopment Agency, Housing Authority, Public Financing Authority, and Surplus Property Authority.

Liabilities

Liabilities are short-term or long-term debts owed by the City. They consist of accounts payable and wages payable for the accounting cycle as wells as deposits paid to the City on a short-term basis.

Equity

Equity is the portion the City owns. This equals to City's assets less its liabilities. This amount is typically considered a reserve available to the entity. This is true when all assets are readily available and have a high liquidity such as cash; Cash represents the true City's reserves as other assets can be classified as non-liquid assets (not available).

Revenue Sources

The General Fund receives general or program revenues. General revenues are derived from a source independent of any city activity or function, e.g. property taxes, business licenses, motor vehicle license fees, sales tax, utility user's tax, franchise taxes. Program revenues are derived from a source directly related to a city activity or function such as fees for services, permits, plan check, recreational classes, sports, police department charges, etc.

Expenditure Allocation

The General Fund designates the allocation of its funds to the various functions of the City. The General Fund currently supports general government (administration, administrative support, parking administration, finance, personnel, general services, and risk management), public safety (patrol, detective, communications, records, motor, jail, administration, and training), community services (recreation, social services, park maintenance, Skate Park, and teen center) and public works (building and safety, planning, engineering, and public works).

CRA-
Community Redevelopment Agency

Warrants for May 1-11, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5448	05/11/11	110512	VOID VOID-TEST PRINT	0.00
5449	05/11/11	110512	VOID VOID-TEST PRINT	0.00
5450	05/11/11	110512	BELL CHAMBER OF COMMERCE 1/2 CONTRACT PAYMENT-APR '11	3,150.00
TOTAL	3 CHECKS			3,150.00

123

BCHA-
Bell Community Housing Authority

Warrants for May 1-11, 2011

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1354	05/05/11	110521	VOID VOID-TEST PRINT	0.00
1355	05/05/11	110521	VOID VOID-TEST PRINT	0.00
1356	05/05/11	110521	THE GAS COMPANY GAS BILLING-3/3-4/4/11 6304 KING AVE-LAUNDRY GAS BILLING-3/24-4/22/11 4209 BELL AVE GAS BILLING-3/24-4/22/11 6633 PINE AVE-LAUNDRY	64.32
1357	05/05/11	110521	GOLDEN STATE WATER COMPANY WATER BILLING-2/17-4/19/11 6327 PINE AVE WATER BILLING-2/8-4/8/11 6419 PROSPECT AVE	1,154.23
1358	05/05/11	110521	MAYWOOD MUTUAL WATER CO WATER BILLING-2/18-4/15/11 6304 KING AVE	158.73
1359	05/05/11	110521	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/22-4/20 6304 KING AVE	26.17
1360	05/05/11	110521	TRACT 180 WATER COMPANY WATER BILLING-3/1-4/30/11 4738 FLORENCE AVE	18.01
1361	05/05/11	110531	AT&T TELEPHONE BILLING-3/4-4/3/11 BMHP TELEPHONE BILLING-3/4-4/3/11 FVMHP	289.33
1362	05/05/11	110531	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-FEB'11 BELL MHP WASTE/RECYCLING SVCS-FEB'11 FLORENCE VILLAGE MHP WASTE/RECYCLING SVCS-FEB'11 FLORENCE VILLAGE MHP	6,060.96
1363	05/05/11	110531	THE GAS COMPANY GAS BILLING-3/25-4/25/11 6503 WILCOX AVE-BMHP GAS BILLING-3/24-4/22/11 5162 FLORENCE AVE-FVMHP GAS BILLING-2/23-3/24/11 5246 FLORENCE AVE-FVMHP GAS BILLING-3/24-4/22/11	3,054.22

125

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5246 FLORENCE AVE-FVMHP	
1364	05/05/11	110531	GOLDEN STATE WATER COMPANY WATER BILLING-3/21-4/20/11 4874 GAGE AVE-BMHP WATER BILLING-3/21-4/20/11 4874 GAGE AVE-BMHP	5,287.94
1365	05/05/11	110531	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/5-4/5/11 4874 GAGE AVE-BMHP ELECTRICAL BILLING-3/2-31/11 5162 FLORNCE AVE-FVMHP ELECTRICAL BILLING-3/31-4/29 5162 FLORENCE AVE-FVMHP	5,565.83
1366	05/05/11	110531	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/2-31/11 5162 FOLRENCE AVE-FVMHP	5,085.49
1367	05/05/11	110531	TIME WARNER CABLE CABLE BILLING-4/25-5/24/11 5246 FLORENCE AVE-FVMHP	192.64
1368	05/11/11	110522	CITY OF BELL REIMB-CELL BILLING-3/2-4/1/11 REIMB-CELL BILLING-12/1-1/1/11 REIMB-CELL BILLING-1/2-2/1/11 REIMB-CELL BILLING-2/2-3/1/11	431.15
1369	05/11/11	110522	J.CASTILLO/HANDYMAN MAINT SVCS-6317 PINE AVE FIXED REFRIGERATOR WALL IN/OUT OUTLET MAINT SVCS-6624 FLORA AVE #B UNPLUGGED BATHTUB AND SINK MAINT SVCS-6716 OTIS AVE GENERAL CLEANING & REHABILITATION MAINT SVCS-6506 FLORA AVE #C UNPLUGGED KITCHEN SINK MAINT SVCS-6624 FLORA AVE #F UNPLUGGED BATHTUB & TOILET MAINT SVCS-6633 PINE AVE #A REPAIRED KITCHEN CABINETS MAINT SVCS-6624 FLORA AVE #J UNPLUGGED BATHTUB/SINK/TOILET MAINT SVCS-6419 PRSPECT AVE #C REPAIRED WATER HEATER & GAS FLEX	1,021.42
1370	05/11/11	110532	ALL AMERICAN HOME CENTER MAINTENANCE SUPPLIES-BMHP MAINTENANCE SUPPLIES-FVMHP	371.85

126

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1371	05/11/11	110532	CITY OF BELL REIMB-DONUTS/BMHP REIMB-MAINT SUPPLIES/BMHP REIMB-MAINT SUPPLIES/FVMHP REIMB-DONUTS/FVMHP REIMB-DONUTS/BMHP REIMB-MAINT SUPPLIES/BMHP	285.24
1372	05/11/11	110532	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-APR'11/FVMHP	5,400.00
1373	05/11/11	110532	FIRST CHOICE PURIFIED WATER-FVMHP FILTER RENTAL-BMHP WATER COOLER RENTAL-2ND QTR FLORENCE VILLAGE MHP FILTER SYSTEM-BMHP	194.90
1374	05/11/11	110532	G.T.CONSTRUCTION & LANDSCAPING GARDENING SVCS-APR'11/BMHP GARDENING SVCS-APR'11	2,960.00
1375	05/11/11	110532	METERMAN SERVICES, INC METER READING-APR'11 FVMHP METER READING-APR'11 BMHP	814.40
1376	05/11/11	110532	ALMA PALMA REFUND-CLUBHOUSE DEPOSIT	50.00
1377	05/11/11	110532	QUILL CORPORATION OFFICE SUPPLIES-FVMHP	307.66
1378	05/11/11	110532	SAVAS SIGNWORKS ALUMINUM SIGN-POOL/FVMHP	208.52
1379	05/11/11	110532	WELLS LOCK & KEY KEYS-SWIMING POOL/FVMHP KEYS-SWIMING POOL/FVMHP KEYS-LAUNDRY ROOM/FVMHP KEYS-LAUNDRY ROOM(SD)/FVMHP	555.00
TOTAL	26 CHECKS			39,558.01

127

BCHA-
Bell Community
Housing Authority

Warrants
for
May 11-18, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1380	05/18/11	110524	VOID VOID-TEST PRINT	0.00
1381	05/18/11	110524	VOID VOID-TEST PRINT	0.00
1382	05/18/11	110524	VOID VOID-TEST PRINT	0.00
1383	05/18/11	110524	THE GAS COMPANY GAS BILLING-2/24-3/24/11 6633 PINE AVE-LAUNDRY GAS BILLING-4/4-5/2/11 6304 KING AVE	34.53
1384	05/18/11	110524	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/16-4/14 6633 PINE AVE	39.57
1385	05/18/11	110534	AT&T TELEPHONE BILLING-4/4-5/3/11 BELL MHP TELEPHONE BILLING-4/4-5/3/11 FLORENCE VILLAGE	258.90
1386	05/18/11	110534	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-MAY'11 4874 BELL MHP WASTE/RECYCLING SVCS-MAY'11 5162 FLORENCE AVE-F.VILLAGE WASTE DISPOSAL-04/1-30/11 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-MAY'11 5246 FLORENCE AVE-F.VILLAGE	8,898.96
1387	05/18/11	110534	THE GAS COMPANY GAS BILLING-4/5-5/3/11 4874 GAGE AVE- BELL MHP GAS BILLING-3/7-4/5/11 4874 GAGE AVE-BELL MHP	4,344.20
1388	05/18/11	110534	PETERSON POOL & SPA POOL MAINT-FVMHP	355.00
1389	05/18/11	110534	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/5-4/5/11 4874 GAGE AVE-BELL MHP ELECTRICAL BILLING-4/5-5/4/11 4874 GAGE AVE-BELL MHP ELECTRICAL BILLING-4/5-5/4/11 4874 GAGE AVE-BELL MHP	3,404.80
1390	05/18/11	110534	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/31-4/29	4,641.89

129

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5162 FLORENCE AVE	
1391	05/18/11	110534	VOID VOID-PRINT ERROR	0.00
TOTAL	12 CHECKS			21,977.85

130