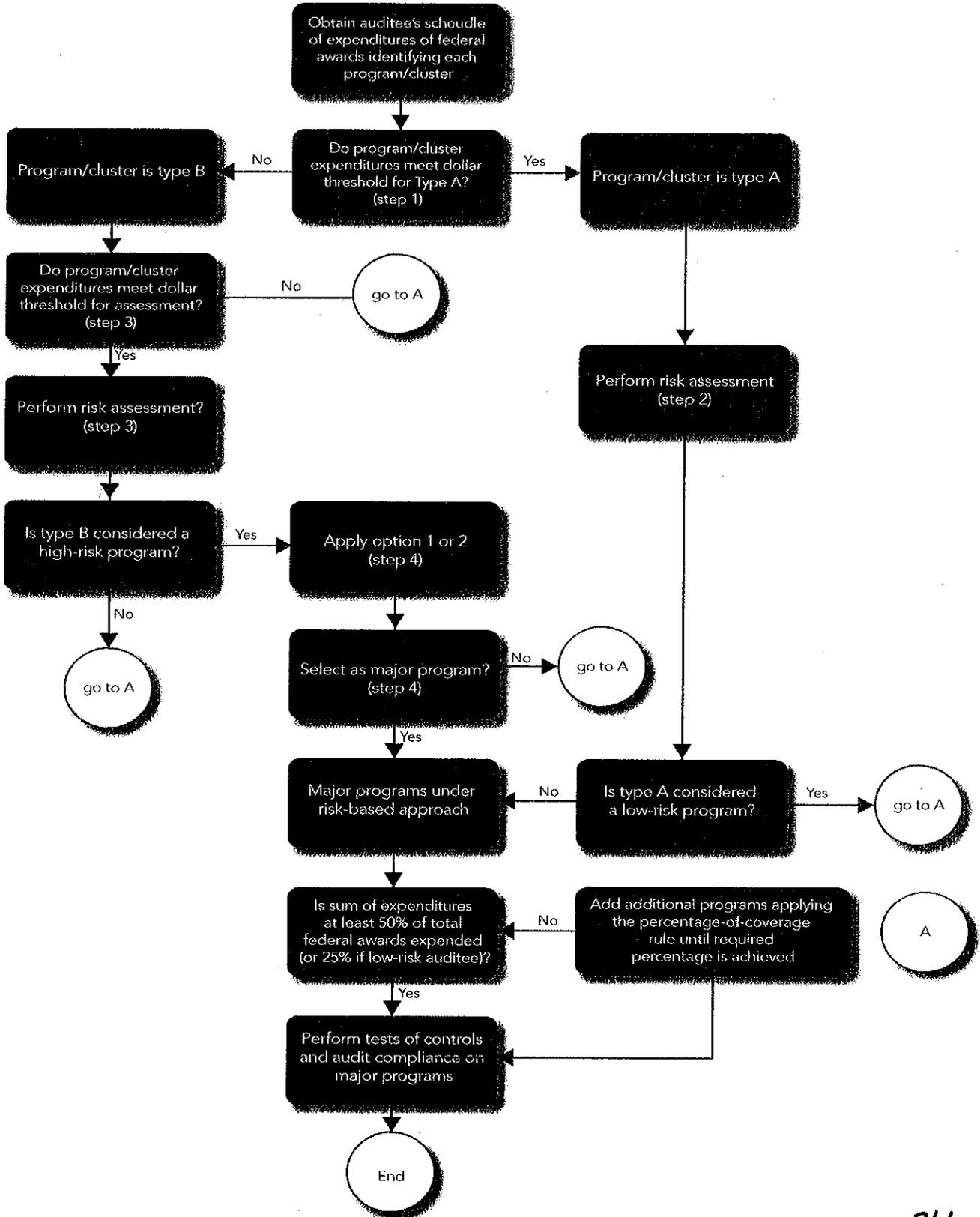


Illustration of Risk Based Approach for Determining Major Programs



Section 4

Fee Estimate.

Estimated Annual Cost.

The City requires a high level of expertise and specialized skills that cross multiple disciplines.

Our professionals have a proven reputation for demonstrating an uncompromising dedication to responsive, value-added service.

In addition to the fees for services we will charge for all out-of-pocket expenses, including parking, telephone, fee, copying and reproduction costs.

Schedule of Estimated Fees and Expenses for the Fiscal Year Ended June 30, 2010	
	Total Price
City's Financial Statements	\$ 88,293
Bell Community Redevelopment Agency	35,300
Bell Community Housing Authority	29,425
Single Audit	31,700
Out of pocket expenses	1,500
Total Estimated Fees and Expenses for the June 30, 2010 audit	\$ 186,218

If retained by the City for an additional two years and the City is able to timely implement recommendations from external reviews our estimated fees are:

Schedule of Estimated Fees and Expenses for Fiscal Years ended June 30, 2011 and June 30, 2012	
2011	\$ 110,000
2012	\$ 85,000

Fees for services rendered will be billed based on the following rates:

Hourly Rates for the June 30, 2010 Audit	
	Standard Hourly Rates
Engagement Partner	\$ 375
Consulting Partner	375
Professional Standards Partner	375
Consulting Director	300
Engagement Director	300
IT Director	300
Engagement Manager	250
Audit Senior(s)	175
Experienced Associates and Staff	125
Administrative Assistants	75



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Attachments Peer Review.



Certified Public Accountants
& Business Consultants

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Professional Associations*

Gainesville

4010 N.W. 25th Place
P.O. Box 13494 (32604)
Gainesville, Florida 32606
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(800) 344-5034
Fax: (352) 375-1583

Palatka

906 South State Road 19
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Phone: (386) 325-4561
Fax: (386) 328-1014

St. Augustine

1301 Plantation Island Dr.
Suite 205A
St. Augustine, Florida 32080
Phone: (904) 471-3445
Fax: (904) 471-3825

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www.davismonk.com

Members:

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Florida Institute of
Certified Public Accountants

American Institute of
Certified Public Accountants

SYSTEM REVIEW REPORT

May 14, 2009

To the Partners of
Macias, Gini & O'Connell, LLP
and the Peer Review Committee of the American Institute of Certified
Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Macias, Gini & O'Connell, LLP (the "firm") applicable to non-SEC issuers in effect for the year ended March 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Macias, Gini & O'Connell, LLP applicable to non-SEC issuers in effect for the year ended March 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Macias, Gini & O'Connell, LLP has received a peer review rating of *pass*.

Davis, Monk & Company
DAVIS, MONK & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

Please call us if you need anything. We promise not to bore you.

California is our home.
We have cheerful offices up and down the State.
Come and see us.

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F: 916.928.2755

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2121 N. California Blvd.
Suite #750
Walnut Creek
California 94596
T: 925.274.0190
F: 925.274.3819

Oakland

505 14th Street
5th Floor
Oakland
California 94612
T: 510.273.8974

Los Angeles

515 S. Figueroa Street
Suite #325
Los Angeles
California 90071
T: 213.612.0200
F: 213.286.6426

Century City

2029 Century Park East
Suite 500
Los Angeles
California 90067
T: 310.277.3373
F: 310.785.9035

Newport Beach

1201 Dove Street
Suite 680
Newport Beach
California 92660
T: 949.221.0025
F: 949.221.0035

San Diego

225 Broadway
Suite 1750
San Diego
California 92101
T: 619.573-1112
F: 619.238-7008

info@mgocpa.com

mgocpa.com

 **Proud To Be
Boring Accountants:**

General
Warrants
for
July 13-27, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48074	07/15/11	110704	VOID VOID-TEST PRINT	0.00
48075	07/15/11	110704	VOID VOID-TEST PRINT	0.00
48076	07/15/11	110704	AT&T TELEPHONE BILLING-6/2-7/1/11 MTA EQUIPMENT TELEPHONE BILLING-6/2-7/1/11 6330 PINE AVE	3,634.75
48077	07/15/11	110704	AT&T MOBILITY TELEPHONE BILLING-5/24-6/23/11 POLICE CAR MODEMS-BELL P. D.	680.71
48078	07/15/11	110704	DELTA DENTAL SERVICE DENTAL INS CLAIMS-JUN'11 DENTAL INS ADMIN FEE-JUN'11	8,909.49
48079	07/15/11	110704	GOLDEN STATE WATER COMPANY WATER BILLING-5/13-6/24/11 5320 GAGE AVE WATER BILLING-5/13-6/24/11 6522 ATLANTIC AVE WATER BILLING-5/13-6/24/11 6330 PINE AVE WATER BILLING-5/13-6/24/11 ATLANTIC & BECK WATER BILLING-5/13-6/24/11 6420 WILCOX AVE WATER BILLING-5/13-6/24/11 6526 WILCOX AVE WATER BILLING-5/13-6/24/11 5234 GAGE AVE WATER BILLING-5/13-6/24/11 4403 GAGE AVE WATER BILLING-5/13-6/24/11 6330 PINE AVE WATER BILLING-5/13-6/24/11 6707 BEAR AVE WATER BILLING-5/13-6/24/11 6707 IRR BEAR AVE WATER BILLING-5/13-6/24/11 FLORENCE AVE & CHANSLOR WATER BILLING-5/13-6/24/11 FLORENCE & WALKER WATER BILLING-4/26-6/24/11 6702 FP ORCHARD	6,939.69
48080	07/15/11	110704	GOLDEN STATE WATER COMPANY WATER BILLING-5/13-6/24/11 6250 PINE AVE WATER BILLING-5/13-6/24/11	4,219.22

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6301 CLARKSON WATER BILLING-5/13-6/24/11 4200 GAGE AVE WATER BILLING-5/23-6/24/11 3782 GAGE AVE WATER BILLING-5/13-6/24/11 4460 GAGE AVE WATER BILLING-5/13-6/24/11 ATLANTIC & GAGE WATER BILLING-5/13-6/24/11 4377 GAGE AVE WATER BILLING-5/13-6/24/11 RIVER DR/SOUTHALL LN WATER BILLING-5/13-6/24/11 6707 FP BEAR AVE	
48081	07/15/11	110704	MAYWOOD MUTUAL WATER CO WATER BILLING-4/20-6/20/11 5107 FILMORE STREET WATER BILLING-4/20-6/20/11 GAGE/CASITAS LANDSCAPE WATER BILLING-4/20-6/20/11 WILCOX/GAGE PARKWAY WATER BILLING-4/19-6/17/11 SO OF 6420 ATLANTIC AVE WATER BILLING-4/19-6/17/11 4501, 05, 09 E GAGE AVE	255.45
48082	07/15/11	110704	VISION SERVICE PLAN (CA) VISION INS CLAIMS-JUN'11	82.38
48083	07/15/11	110704	VOID VOID-PRINT ERROR	0.00
48084	07/15/11	110705	WELLS FARGO BANK W. C. REPLENISH CK#5869-5875	1,016.98
48085	07/18/11	110705	URBAN ASSOCIATES, INC. INTERIM CAD CONTRACT-7/16-21 FINAL PAYMENT ACCORDING TO AGREEMENT DATE 8/4/10	3,645.76
48086	07/19/11	110705	WELLS FARGO BANK W. C. ACCT REPLENISH CK#5876-84	5,707.96
48087	07/20/11	110705	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 7/22/11	231,619.61
48088	07/21/11	110705	YUHL/STONER/CARR LLP SPECIAL COUNSEL-RETAINER	20,000.00
48089	07/21/11	110704	VOID VOID-TEST PRINT	0.00
48090	07/21/11	110704	VOID	0.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VOID-TEST PRINT	
48091	07/21/11	110704	AT&T TELEPHONE BILLING-5/27-6/26/11 BELL P. D.	281.27
48092	07/21/11	110704	FLEET SERVICES GAS CONSUMPTION-5/21-6/29/11 CITY VEHICLES	9,648.39
48093	07/21/11	110704	THE GAS COMPANY GAS BILLING-6/20-7/13/11 6704 ORCHARD AVE	15.98
48094	07/21/11	110704	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/3-7/1/11 6590 WILCOX PED ELECTRICAL BILLING-6/1-7/1/11 6330 PINE AVE ELECTRICAL BILLING-6/9-7/8/11 6707 BEAR AVE	3,402.66
48095	07/27/11	110706	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-JUN'11	9,747.58
48096	07/27/11	110706	AMERICAN SOCCER COMPANY, INC. SOCCER UNIFORM	553.14
48097	07/27/11	110706	AWESOME BEES BEE REMOVAL SERVICES-C. CTR	800.00
48098	07/27/11	110706	DAVID A. BASS CONSULTING SVCS-BUDGET 6/28-30	1,971.25
48099	07/27/11	110706	BRADLEY'S PLASTIC BAGS MISC SUPPLIES-JAIL	98.47
48100	07/27/11	110706	CANNING'S TRUEVALUE HARDWARE MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES MAINTENANCE SUPPLIES	541.22
48101	07/27/11	110706	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-JUN'11	300.00
48102	07/27/11	110706	CHATSWORTH GLOVES INC. MISC SUPPLIES-JAIL	655.21
48103	07/27/11	110706	HAZEL COLLETT MEDICAL INS REIMB-APR-JUN'11	912.96
48104	07/27/11	110706	CONSOLIDATED DISPOSAL	96,389.66

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
=====				
			WASTE/RECYCLING SVCS--JUN'11	
48105	07/27/11	110706	DAILY JOURNAL CORP. PUBLIC NOTICE-CUP#2010-03	202.80
48106	07/27/11	110706	DATAQUICK INFORMATION SYSTEMS DATA INFORMATION--JUN'11	177.00
48107	07/27/11	110706	DIANA Y. CHO & ASSOCIATES, INC CDBG CONSULTING SVCS--6/1-23/11	2,260.00
48108	07/27/11	110706	FACILITY BUILDERS & ERECTORS, PROJ SVCS--VETS PARK RETENTION PAYMENT	7,567.00
48109	07/27/11	110706	FEDERAL EXPRESS DELIVERY SVCS--6/24/11 BELL P.D	97.28
48110	07/27/11	110706	FRAZEE INDUSTRIES, INC. ENAMEL CURB PAINT ENAMEL CURB PAINT ENAMEL CURB PAINT	1,709.90
48111	07/27/11	110706	G4S SECURE SOLUTIONS (USA)INC. JAIL SVCS--JUN'11	15,387.84
48112	07/27/11	110706	GALLS SAFETY VEST--G. BALANDRAN SAFETY VEST--J. GARCIA SAFETY VEST--D. ROTH SAFETY VEST--S. CARRERA	2,373.24
48113	07/27/11	110706	GRAFFITI PROTECTIVE COATINGS GRAFFITI REMOVAL--JUN'11 PAINT REIMB--JUN'11 SIDEWALK STEAM CLEANING--JUN'11 FUEL SURCHARGE--JUN'11 BUS SHELTER CLEANING--JUN'11 FUEL SURCHARGE--JUN'11 STREET SWEEPING--JUN'11 FUEL SURCHARGE--JUN'11	38,287.54
48114	07/27/11	110706	INTELESYS COMMUNICATIONS TELEPHONE REPAIR--VETS PK	260.00
48115	07/27/11	110706	INTERNATIONAL ASSOCIATION OF 2011 MEMBERSHIP DUES	120.00
48116	07/27/11	110706	L. A. COUNTY SHERIFF'S DEPT. INMATE MEAL SVCS--JUN'11	364.25
48117	07/27/11	110706	FRANCISCO LOPEZ REFUND--PARKING CITE #4042879	145.00
48118	07/27/11	110706	MERRILL COMMUNICATIONS LLC	1,393.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ELECTRONIC PROCESSING--JUN'11 PRA REQUESTS	
48119	07/27/11	110706	JOHNATHAN B MILLER REFUND-PARKING CITE #100000369	116.00
48120	07/27/11	110706	OLDTIMERS FOUNDATION PARATRANSIT SERVICES--JUN'11	39,219.20
48121	07/27/11	110706	MARIA H. OLIVIA REFUND-BALLET A. OLIVA	35.00
48122	07/27/11	110706	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL--C. CTR FINANCE CHARGE--C. CTR	39.87
48123	07/27/11	110706	QUICK DISPENSE MISC SUPPLIES--C. H. MISC SUPPLIES--BELL P. D.	235.84
48124	07/27/11	110706	QUILL CORPORATION OFFICE SUPPLIES--C. CLERK/JAIL OFFICE SUPPLIES--GEN SVCS/ C. CLERK/FINANCE/W. C.	2,389.24
48125	07/27/11	110706	DIEGO RAMIREZ REFUND--PARKING CITE #100005813	118.00
48126	07/27/11	110706	RELIA-TECH SVC CALL--EMAIL A. QUINTANA	85.00
48127	07/27/11	110706	REPUBLIC ITS INC T/S MAINTENANCE--JUN'11 T/S RESPONSE/REPAIRS--JUN'11	3,185.52
48128	07/27/11	110706	RESTOCKIT.COM SANITARY SUPPLIES--JAIL	287.84
48129	07/27/11	110706	ROSE CLEANERS & LAUNDRY BLANKET CLEANING SVCS-6/2/11 BELL P. D. BLANKET CLEANING SVCS-6/10/11 BELL P. D. BLANKET CLEANING SVCS-6/14/11 BELL P. D. BLANKET CLEANING SVCS-6/25/11 BELL P. D. BLANKET CLEANING SVCS-6/29/11 BELL P. D.	182.00
48130	07/27/11	110706	SAVAS SIGNWORKS LEASE SIGN	155.23
48131	07/27/11	110706	SOUTH COAST A. Q. M. D. AQMD FEE--JUL 2010--JUN 2011	112.31

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48132	07/27/11	110706	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-6/23-7/22/11 BELL P. D.	3,706.40
48133	07/27/11	110706	TRANSTECH PLAN CHECK SERVICES #45267 PLAN CHECK SERVICES #45296	439.31
48134	07/27/11	110706	U. S. HEALTH WORKS PRE-EMPLOYMENT PHYSICAL M. DIAZ, G. GUTIERREZ, J. GUTIERREZ	105.00
48135	07/27/11	110706	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-JUN'11	31.50
48136	07/27/11	110707	MARTIN L. AGUILAR REFUND-PARKING CITE #4044785	177.96
48137	07/27/11	110707	JOCelyn BELTRAN REFUND-PARKING CITES #100004375 #100004339	61.00
48138	07/27/11	110707	BOB BARKER COMPANY, INC. SANITARY SUPPLIES-JAIL	49.77
48139	07/27/11	110707	JESUS A. CAMPOS REFUND-HALL RENTAL 7/9/11	300.00
48140	07/27/11	110707	JERRY CLINE INSURANCE BENEFIT-JUL'11	75.00
48141	07/27/11	110707	COLORADO BELLE HOTEL & CASINO DEPOSIT-EXCURSION 10/16-18/11	663.60
48142	07/27/11	110707	COMSERCO, INC. MAINTENANCE BILLING-JUL'11 BELL P. D.	1,071.00
48143	07/27/11	110707	COUNTY OF LOS ANGELES LAFCD ALLOCATION FY 11/12	607.33
48144	07/27/11	110707	DEPT. OF CONSERVATION SMIP FEE REPORT-APR-JUN'11	32.20
48145	07/27/11	110707	F. P. PRINTING POLICE DEPARTMENT LETTERHEAD	217.31
48146	07/27/11	110707	FOUR QUEENS HOTEL & CASINO DEPOSIT-EXCURSION 8/28-30/11	945.26
48147	07/27/11	110707	BETTY L. KRUIS INSURANCE BENEFIT-JUL'11	75.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48148	07/27/11	110707	PAULINA J. RAMOS MARQUEZ REFUND-PAVILION RENTAL/VETS PK	45.00
48149	07/27/11	110707	MEDINA CONSTRUCTION PW/GEN MAINT SVCS-JUL '11 25% TAX WITHOLDING LANDSCAPE MAINT-JUL '11 CITY FACILITIES LANDSCAPE MAINT-JUL '11 RIVER BED-GAGE TO LIVE OAK	18,131.25
48150	07/27/11	110707	NEOPOST INC. RATE CHANGE PROTECTION POSTAGE MACHINE 7/1/11-6/30/12 METER RENTAL POSTAGE MACHINE 7/1/11-6/30/12	958.00
48151	07/27/11	110707	OFSI COPIER MAINT-7/1-31/11 PAYMENT #26 BELL P.D.	447.78
48152	07/27/11	110707	ORANGE COUNTY SHERIFF'S DEPT TUITION-7/13/11 M.S. & R.R. TUITION-8/11/11 J.G. & C.D.	130.00
48153	07/27/11	110707	RELIA-TECH COMPUTER SUPPLIES-BELL P.D. MONITOR FOR DETECTIVE BUREAU	227.49
48154	07/27/11	110707	SECURITY SIGNAL DEVICES CCTV SYSTEM LEASE-7/1-9/30/11	299.70
48155	07/27/11	110707	STATE OF CALIFORNIA 25% TAX WITHHELD ORDER-L.M.	6,043.75
TOTAL	82 CHECKS			563,376.30
W0000610	07/15/11	110709	CAL-PUBLIC EMPLOYEE RETIREMENT RETIREMENT PY-7/8/11 7-2011-3	62,459.62
W0000611	07/26/11	110709	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 7/22/11	9,912.76
W0000612	07/27/11	110709	US BANK DEBT SVC PYMT-2004 GOB	693,259.37
W0000613	07/27/11	110709	US BANK DEBT SVC PYT-BPFA 2005 TAXABLE PENSION REVENUE BOND	741,238.00
W0000614	07/27/11	110709	US BANK	859,125.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			DEBT SVC PYMT-2007 008	
TOTAL		5 WIRES		2,365,994.75
TOTAL				2,929,371.05

City of Bell Agenda Report

DATE: July 27, 2011
TO: Mayor and Council Members
FROM: Pedro Carrillo
Interim Chief Administrative Officer
BY: Magdalena Prado
Senior Management Analyst

SUBJECT: Enter into a contract for services with the Independent Cities and Finance Authority (ICFA) at no cost to the City.

RECOMMENDATION: Approve the contract with the Independent Cities Finance Authority, an independent third party, to conduct a review and analyze financial and economic data to determine the general well-being and the financial viability of the City of Bell. This service would be at no cost to the City.

BACKGROUND: At the request of Councilwoman Ana Maria Quintana and at the direction of the City of Bell City Council, the ICFA was engaged to give a fair and accurate report with recommendations on financial and economic data.

The City of Bell has been a member of the ICFA since 1998 after the adoption of Resolution Number 1998-36.

In light of the City's financial standing, and given its longtime membership, the ICFA has offered to act an independent third party and review of the City's financial and economic data to determine its general well-being and financial viability.

Attachments:

- 1) Resolution No. 1998-36
- 2) Independent Cities and Finance Authority and City of Bell Financial Review Agreement

RESOLUTION NO.1998 – 36

**APPROVED
JULY 20, 1998**

RESOLUTION NO. 98-36

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL
APPROVING ASSOCIATE MEMBERSHIP AGREEMENT WITH THE
INDEPENDENT CITIES LEASE FINANCE AUTHORITY AND
PROVIDING OTHER MATTERS PROPERLY RELATED THERETO**

WHEREAS, certain cities of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement Creating the Independent Cities Lease Finance Authority (the "Joint Powers Agreement"), establishing the Authority and prescribing its purposes and powers, as amended by an Amendment No. 1 thereto providing, among other things, for associate members of the Authority (an "Associate Member"); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the participation in Home Mortgage Financing Programs (as defined in the Joint Powers Agreement) and in financing the acquisition, construction, improvement and/or equipping of public capital improvements; and

WHEREAS, the City desires to become an Associate Member of the Authority as provided in the Associate Membership Agreement in the form on file with the City Clerk;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell, California, as follows:

Section 1. Approval of Associate Membership Agreement. The City Council hereby approves and authorizes the Mayor to execute and the City Clerk to attest the Associate Membership Agreement pursuant to which the City shall become an Associate Member of the Independent Cities Lease Finance Authority, in substantially the form on file with the City Clerk.

Section 2. Official Actions. The Mayor, and any other officers of the City, are hereby authorized and directed to take all actions and do all things necessary or desirable hereunder with respect to the Associate Membership Agreement, including but not limited to the execution and delivery of any and all agreements, certificates, instruments and other documents, which they, or any of them, may deem necessary or desirable and not inconsistent with the purposes of this Resolution.

Resolution 98-36

July 20, 1998

Page 1

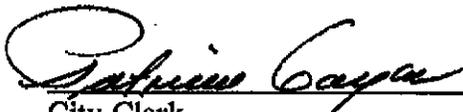
Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED THIS 20th day of July 1998.



Mayor

ATTEST:



City Clerk

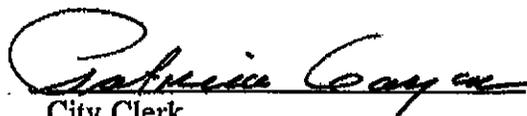
I, Patricia Casjens, City Clerk, City of Bell, California, certify that this resolution was adopted by the City Council at a regular meeting of the City Council held on the 20th, day of July, 1998 and was adopted by the following vote:

AYES: Councilmen Mirabal, Cole, Janssen, Bass, and Mayor Johnson

NOES: None

ABSENT: None

ABSTAIN: None



City Clerk

Resolution 98-36

July 20, 1998

Page 2

Independent Cities Finance Authority

and

City of Bell

Financial Review Agreement

Dated July __, 2011

This Financial Review Agreement (this "Agreement") dated as of July __, 2011 (the "Effective Date"), is entered into by and between the Independent Cities Finance Authority, a Joint Powers Authority, created and duly organized pursuant to the Joint Powers Agreement ("JPA"), authorized in Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (the "ICFA"), and the City of Bell, a charter city in the State of California (the "CITY").

WITNESSETH:

WHEREAS, as set forth in the Bylaws of the ICFA, certain Local Agencies, as defined in the JPA (collectively, the "Members"), have entered into the ICFA, for the general purpose of receiving assistance to finance the acquisition, construction, installation and/or equipping of public capital improvements, and to encourage and promote other joint and cooperative endeavors among such public agencies for their mutual public benefit; and

WHEREAS, the Bylaws of the ICFA also provides for the Associate Membership of Local Agencies, who also endeavor to meet the purposes set forth above (an "Associate Member"), and

WHEREAS, the ICFA was formed specifically for the purpose of, among others things, assisting its Members and Associate Members in the raising of revenue to finance the capital improvement needs of Local Agencies (as defined in the JPA), to provide for home mortgage financing with respect to those Member or Associate Members that are either a city or a county of the State of California, to provide financing in connection with the improvement, construction, acquisition, creation, rehabilitation and preservation of affordable housing within the boundaries of the Members and Associate Members, and to provide financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members and Associate Members including making loans to tax-exempt organizations from the proceeds of mortgage revenue bonds to finance the acquisition of multifamily rental housing, including mobile home parks, under the provisions of Chapter 8 of Part 5 of Division 31 (commencing with Section 52100) of the Health and Safety Code; and

WHEREAS, on July 20, 1998, the CITY adopted Resolution/Ordinance No. 1998-36 to become an Associate Member of the ICFA; and

WHEREAS, prior to the execution of this Agreement, the CITY and the Bell Public Financing Authority issued bonds or other forms of indebtedness to raise capital to implement certain projects for public purposes within the CITY. Specifically, in 2007 the Bell Public Financing Authority issued bonds to acquire the former GSA property [This includes those parcels in the general vicinity related to the GSA bond] (the "GSA Bonds") and the CITY 2004/2007 General Obligation Bonds (aka Measure A Bond) (the "General Obligation Bonds") for the construction of public facilities (the GSA Bonds and the General Obligation Bonds, collectively, the "CITY DEBT"); and

WHEREAS, the CITY desires to engage the services of an independent third party to review and analyze financial and economic data and information to determine the general well-being and the financial viability of CITY DEBT; and

WHEREAS, the Board of Directors of the ICFA has taken action to authorize its financial team to conduct a financial review and analysis of the CITY DEBT; and

WHEREAS, since the CITY is an Associate Member, the financial review and analysis performed by ICFA will be performed at no cost to the CITY; and

WHEREAS, the CITY, after due investigation and deliberation, has determined that ICFA is an independent third party qualified to perform said financial services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1. Retention of ICFA. Subject to the terms and conditions set forth in this Agreement, ICFA shall supply to the CITY the “Services” to provide critical financial review and analysis of the CITY DEBT to determine the general well-being and the financial viability of CITY DEBT. For purposes of this Agreement, the “Services” to be provided by ICFA are as follows:

- A. Assemble, review and analyze available financial and economic data and information from, but not limited to, the trustee of the bonds that constitute the CITY DEBT, rating agency(s), investors, and other sources which may have a general bearing on the CITY DEBT (the “Financial Due Diligence”).
- B. Conduct an independent general review and description of the CITY DEBT, in conjunction with CITY Staff and the CITY Attorney, and recommend possible methods, if any, for restructure, refinance, refund, or defeasance of the CITY DEBT.
- C. Create new cash flows relating the CITY DEBT, to the extent creation of such new cash flows is a viable option.

Section 2. Fees. ICFA shall perform the Services at no cost to the CITY. ICFA and its financing team members shall bear all of its out-of-pocket costs and expenses, including without limitation, travel, telephone, facsimile transmissions, messengers and the like, incurred by ICFA in performing the Services, unless the incurring of such costs and expenses is specifically authorized in writing as reimbursement costs by the City Council of the CITY.

Section 3. CITY Responsibilities. CITY agrees to make available to the ICFA, without cost, a reasonable number of copies of bond issue transcripts, applicable reports, minutes, resolutions, agreements, contracts, and other relevant documents pertaining to the CITY DEBT, as reasonably may be required from time to time for the prompt and efficient performance by the ICFA of its obligations hereunder.

Section 4. Additional Services to be Performed by the ICFA. This Agreement only obligates the ICFA to provide to the CITY the Services set forth herein. In the event the CITY determines that the ICFA shall perform additional services including, but not limited to, the actual issuance of debt, restructure, refinance, refund, defeasance, litigation, litigation support, or communications with third parties including, but not limited to, auditors, compliance agencies, regulators, etc., regarding the CITY DEBT (collectively, the "Additional Services"), the Additional Services shall be negotiated on a case-by-case basis between the parties, and any resulting amendments to the Agreement shall conform to Section 10. For the avoidance of doubt, communications with third parties to perform the Financial Due Diligence shall not constitute Additional Services.

Section 5. Term; Termination. The term of this Agreement shall commence on the Effective Date and shall continue for a one year period, or the date when ICFA completes the Services, whichever is sooner. The parties may agree to extend the term of this Agreement by providing written consent to such an extension.

Either party may cancel this Agreement at any time and without cause upon written notification to the non-terminating party.

Section 6. Confidential Information. The Services provided pursuant to this Agreement are being conducted for the CITY at the behest of the CITY Attorney in order to advise the CITY. To that end, any documents created by ICFA, pursuant to this Agreement, shall be deemed confidential, attorney/client privilege, and shall be delivered only to the CITY Attorney. Additionally, in the performance of the Services, ICFA may be provided "Confidential Information" (as defined herein). To the extent consistent with the Brown Act and the Public Records Act and other applicable laws, ICFA agrees to (a) hold all Confidential Information in strict confidence, and (b) not to use, copy, publish, reproduce, photograph, or otherwise make any image of the Confidential Information for any purpose except in connection with the performance of the Services; *provided, however*, Confidential Information may be disclosed with the express written permission of the CITY Attorney or upon an Order of the Court.

"Confidential Information" shall mean all confidential, proprietary, and trade secret information, ideas and materials of or about the CITY its affiliates, employees, agents or consultants that is furnished after the Effective Date and labeled as "confidential" or "proprietary" (or, if presented orally, is identified as being "confidential" or "proprietary" in a letter sent to ICFA no later than five (5) calendar days after the disclosure). If labeled or identified as such, Confidential Information includes, without limitation: (i) information, ideas or materials of a technical nature relating to the finances of the CITY, and (ii) information, ideas or materials of a business nature such as (to the extent permitted by law) non-public financial information, information regarding revenue and revenue forecasts, employees, and salaries, business and financial plans and forecasts, economic development plans, etc.

Section 7. Records Created as Part of the Services. All reports, data, maps, models, charts, studies, memoranda, plans, studies, specifications, records, files, or any

other documents or materials, in electronic or any other form, that ICFA prepares pursuant to this Agreement and that relate to the matters covered hereunder, shall be the property of the CITY. ICFA hereby agrees to deliver those documents to the CITY upon termination of the Agreement.

Section 8. Relationship of the Parties; Independent Contractor. The parties acknowledge and agree that the Services performed by ICFA, its employees, agents or subcontractors shall not be employees of the CITY, but shall be as an independent contractor. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, ICFA and any of its employees, agents, and subcontractors providing Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for California Public Employees Retirement System benefits.

Section 9. Indemnification. ICFA shall indemnify, defend with counsel acceptable to CITY, and hold harmless CITY and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with ICFA's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Section 10. Amendments. The parties may amend this Agreement only by a writing signed by both parties.

Section 11. Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Section 12. Governing Law; Venue. This Agreement is made and entered into in the State of California and is to be so construed. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.

Section 13. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or

in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 14. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 15. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

Section 16. Notices.

Any written notice to ICFA shall be sent to:

Any written notice to CITY shall be sent to:

Section 17. Integration. This Agreement represents the entire and integrated agreement between the ICFA and the CITY and supersedes all prior negotiations, representations, or agreements, either written or oral.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

In WITNESS whereof, the parties have caused this Agreement to be properly executed, as of the first date set forth above.

Independent Cities Finance Authority

By: _____
Chairman

By: _____
Project Administrator

City of Bell

By: _____
Ali Saleh, Mayor

Attest:

By: _____
Rebecca Valdez, City Clerk

Approved as to Form:

By: _____
James M. Casso, City Attorney

1675694.2

City of Bell Agenda Report

DATE: July 27, 2011
TO: Mayor and Council Members
FROM: Pedro Carrillo
Interim Chief Administrative Officer
BY: Magdalena Prado
Senior Management Analyst
SUBJECT: Landscaping Providers to the City of Bell

RECOMMENDATION: Receive and File.

At the request of Mayor Ali Saleh, the interim administration agrees that a Request For Proposal (RFP) For Landscaping Services and process should be inclusive of all those areas landscaped in the City of Bell in an attempt to create economies of scale and savings opportunities. The City of Bell may achieve savings by awarding a contract to one entity.

BACKGROUND:

The City of Bell uses four landscape service providers to maintain the City-owned public spaces. Each vendor is responsible for providing a specific service within a geographic area. The following is a brief overview.

1. AZTECA LANDSCAPE CONTRACT

Azteca Landscaping provides four areas of services to the City within their contract for landscape/facility maintenance including landscaping services at; a) Veterans Park; b) slopes and planters; c) street medians; and; d) sidewalks/allies and tree wells.

a. Veterans Park

Azteca Landscaping's duties at Veterans Park include picking up trash and blowing off the concrete areas from 6 am to 9 am on a daily basis, Monday through Friday. The mowing of lawns; detailing of the turf; and inspection, adjustment or repair of the irrigation systems is done on a weekly basis from 6:00 am to 9:00 am. The fertilization of the turf area and planting of seasonal color around the flag pole is done on a quarterly basis. Also, the pruning of shrubs and raising of trees is done as necessary.

b. Slopes and Planter Locations

Azteca Landscaping also maintains the City's medians and slopes/planters at; 1) Gage Avenue by River Drive, both sides; 2) the north side of Florence Avenue and Walker Avenue; and 3) Randolph Avenue from Carmelita Avenue to Walker Avenue.

c. Medians Locations

Azteca Landscaping maintains the landscaped medians at the following locations: 1) Atlantic Avenue from Randolph Avenue to Florence Avenue; 2) Eastern Avenue from Bandini Boulevard to Rickenbacker Road; 3) Carmelita Avenue and Randolph Place; 4) Otis Avenue and Gage Avenue; and 5) Gage Avenue and Wilcox Avenue (Turf).

d. Sidewalks Allies and Tree Well Locations

Azteca Landscaping maintains the sidewalks/allies and tree well locations at; 1) Salt Lake Avenue from Bell Avenue to Gage Avenue; 2) Wilcox Avenue from Gage Avenue to Randolph Avenue; 3) Heliotrope Avenue from Gage Avenue to Randolph Avenue; 4) Florence Avenue from Wilcox Avenue to California Avenue; 5) Alamo Avenue from Gage Avenue to Randolph Street; 6) Gage Avenue from the City limit by the river to California Avenue; 7) Walker ally from Walker Avenue to Crafton Avenue; and 8) Beck ally from Beck Avenue to Mayflower Avenue.

2. G.T. CONSTRUCTION AND LANDSCAPING

G.T. Construction & Landscaping provides landscaping services at both City-owned mobile home parks; a) Florence Village Mobile Home Park and b) Bell Mobile Home Park.

a. Bell Mobile Home Park

Landscape services are provided every Wednesday (weekly) at Bell Mobile Home Park. This includes the mowing of all rental spaces, common areas, and street dividers within the facility. In addition to cutting the grass and edgings, G.T. Construction collects and disposes all the debris.

b. Florence Village Mobile Home Park

Landscape services are provided bimonthly at Florence Village Mobile Home Park. This includes the mowing of specific tenant spaces; weed abatement in common areas; and the mowing of common areas; as well as those common areas adjacent to apartment C, apartment D, and the office.

3. JUAN CASTILLO YARD SERVICE MAINTENANCE

Mr. Juan Castillo provides landscaping services bimonthly at fourteen BCHA residential apartment properties, as well as weed abatement treatment on parking facilities and driveways. These properties include:

- a. 4205 Bell Avenue;
- b. 6420 Chanslor Avenue
- c. 5071 Filmore Avenue
- d. 6229 Flora Avenue
- e. 6506 Flora Avenue
- f. 6624 Flora Avenue
- g. 4738 Florence Avenue
- h. 6304 King Avenue
- i. 6500 Lucille Avenue
- j. 6303 Pine Avenue
- k. 6327 Pine Avenue
- l. 6331 Pine Avenue
- m. 6629 Pine Avenue
- n. 6633 Pine Avenue

4. MEDINA CONSTRUCTION

Medina Construction provides the City landscaping services at; a) Debs Park; b) Little Bear Park; c) Civic Center including Sk8 Park; and d) portions of the Los Angeles river bed adjacent. Medina Construction also conducts minor irrigation repairs.

- a. Debs Park -- Water all planters, trim bushes, keep landscape grounds free of weeds and trash. The work is conducted twice a week
- b. Little Bear Camp Park -- Trim bushes, keep grounds weed free, and irrigation adjustments. The work is conducted twice a week.
- c. Civic Center including Sk8 Park -- Lawn maintenance; bush trimming; keep grounds free of weeds and trash; and minor irrigation repairs such as timers and sprinkler head adjustment. This work is conducted twice a week.
- d. River Bed Maintenance -- Trim shrubs beginning at Randolph Avenue and Walker Avenue to Randolph Street to River Drive; and continue trimming to Live Oak Street including Florence Avenue along the south side slop from the river bed west to the end of the landscape area just east of Walker Avenue.

City of Bell Agenda Report

DATE: July 27, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo,
Interim Chief Administrative Officer

SUBJECT: Consideration of Approval of Holiday Schedule FY 2011-2012

RECOMMENDATION:

It is recommended that City Council approves the Holiday Schedule for FY 2011-2012.

BACKGROUND

The City Personnel Rules and Regulations establish a total of thirteen (13) holidays each year. This includes one (1) discretionary holiday. In order to maximize the hours of service to the community, and allow a total of thirteen holidays, the following schedule has been prepared.

FISCAL YEAR 2011-2012	
Independence Day	Monday, July 4, 2011
Labor Day	Monday, September 5, 2011
Veteran's Day	Friday, November 11, 2011
Thanksgiving	Thursday, November 24, 2011
Day after Thanksgiving	Friday, November, 25, 2011
Christmas Day	Monday, December 26, 2011
New Years Day	Monday, January 2, 2012
Martin Luther King	Monday, January 16, 2012
President's Day	Monday, February 20, 2012
Memorial Day	Monday, May, 28, 2012

* In addition, 30 Discretionary Holiday Hours for Miscellaneous Personnel

* In addition, 10 Discretionary Holiday Hours for Police Dispatch Personnel

* In addition, 15 Discretionary Holiday Hours for Police Officer Personnel

* In addition, 30 Discretionary Holiday Hours for Police Administration/Detective Personnel

City of Bell Agenda Report

DATE: July 27, 2011
TO: Mayor and Members of City Council
FROM: Pedro Carrillo
Interim Chief Administrative Officer
SUBJECT: Consideration of City Hall Holiday Schedule

RECOMMENDATION:

It is recommended that the City Council authorize and approve the Holiday Closure Schedule for 2011.

BACKGROUND:

In order to reduce expenses the City of Bell proposes to close City Hall beginning Tuesday, December 27, 2011, through Friday, December 30, 2011 (4 working business days). City Hall would resume normal hours and reopen Tuesday, January 3, 2012.

During this time, Police Services, Parks, and limited Recreation Programs will be provided to our community. Operations such as street sweeping, graffiti removal, refuse collection, parking enforcement, and code enforcement will not be interrupted. In addition, parking citation telephone payments and the sale of bus passes will also be available.

FISCAL IMPACT:

The adoption of the City Hall Holiday Closure for 2011 is a cost-saving measure that will help to reduce the City's liability of employee leave time as well as utility, maintenance, and overhead costs.

City of Bell Agenda Report

DATE: July 27, 2011
TO: Mayor and Member of the City Council
FROM: James M. Casso, Interim City Attorney
SUBJECT: Contract for City Attorney Services

BACKGROUND:

At the July 13, 2011, City Council meeting, the Council discussed the proposed contract with Aleshire & Wynder for city attorney services. Prior to consideration of the item, pursuant to the provisions of the Political Reform Act, (Government Code Section 81000, *et seq.*), Mayor Ali Saleh announced in detail a possible conflict of interest with the item under consideration. Mayor Saleh subsequently recused himself, left the dais and Council Chambers.

The remaining councilmembers engaged in discussion about the options available to the City regarding city attorney services. While no formal decision was made, following Council's extended discussion, staff received direction to place an item on the July 27, 2011 agenda that would permit Council to further discuss city attorney services and take any appropriate action as determined by the Council.

On July 21, 2011, the Fair Political Practices Commission issued an advice letter to Mayor Saleh finding that no conflict of interest exists with respect to Mayor Saleh participating in a decision concerning a contract for city attorney services with the law firm of Aleshire & Wynder.

RECOMMENDATION:

Staff seeks direction from the City Council.

ATTACHMENTS

1. Agenda Report of June 22, 2011
2. Proposed Contract with Aleshire & Wynder for City Attorney services
3. Reference Checklist
4. Conflicts Correspondence
5. Correspondence from the Fair Political Practices Commission

1681169.1

City of Bell Agenda Report

Date: June 22, 2011

To: Mayor and Members of the City Council

From: Pedro Carrillo
Interim Chief Administrative Officer

Subject: **Consideration of Contract for City Attorney Services with Aleshire & Wynder, LLP**

SUMMARY

As you know, the City of Bell, received 8 responses on May 20, 2011 (one response was a formal recusal from Burke, Williams & Sorensen, LLP), certified by the City Clerk, for the purpose of official response and consideration to be City Attorney for the City of Bell, CA.

Using the methodology established in the RFP and relayed to all respondents, we (The ICAO, Mayor Saleh, Council member Ana Maria Quintana) preliminarily reviewed the proposals and determined that although all respondents have enough expertise to represent the City of Bell, only 3 proposals best match the needs of the City of Bell.

The background, methodology, scoring, findings and recommendations were presented in closed session to the entire City Council of the City of Bell at the special meeting of June 06, 2011.

BACKGROUND

The City of Bell City Council directed staff to draft, authorize and issue a Request for Proposal (RFP) for the purpose of identifying firms or individuals that could service the City of Bell in the capacity of City Attorney ("**RFP-City Attorney RFP**"). The Ad Hoc Committee was tasked to review, analyze, report findings and provide recommendations to the City of Bell City Council, on the selection of the best-suited City Attorney for the City of Bell.

METHODOLOGY

The Ad Hoc Committee reviewed and compiled all 7 respondent's pertinent data into a comparison matrix. The comparison matrix allowed three reviewers to visually compare, review, analyze, and score each applicant's capabilities. This tool was used to complete an Evaluation Matrix that was created to grade each applicant, establishing an

equal basis of comparison. The evaluation was based on a 100 point (maximum) format. The 100 points system was the weighted average total of the following 6 criteria points:

Criteria	Description	Point Allocations
o 1	Qualifications, Related Local Experience	20
o 2	Project Organization and Proposed Team	15
o 3	Proposed/Technical Approach	20
o 4	Cost and Economic Feasibility	25
o 5	Risk Factors/Conflict of Interest	10
o 6	Past Performance/References	10
Total points (maximum)		100

PRELIMINARY FINDINGS

The Ad Hoc committee reviewed **all seven** timely submitted proposals. The scoring of the evaluation matrix for each respondent was presented to the City of Bell City Council during a special meeting of June 06, 2011. Our preliminary findings were as follows, (in ranking order):

Rank	Respondent	Score
1	Green, de Bortnowsky & Quintanilla, LLP	Not Disclosed
2	Law Offices of Jimmy L. Gutierrez	Not Disclosed
3	Aleshire & Wynder, LLP	Not Disclosed

Furthermore, the City of Bell City Council selected Aleshire & Wynder, LLP as the consideration for City Attorney and directed the iCAO to follow RFP direction, previously published.

Additionally, the Ad Hoc Committee directed the iCAO to follow up with reference checks, a full review of the proposed contract and the appropriate conflicts checks.

Fourteen current Aleshire & Wynder clients were called (June 08, 2011), e-mailed and sent, via USPS (June 13, 2011), a 10 question reference Check List.

Finally, changes were made to the original Aleshire & Wynder contract proposal, currently before you for consideration.

Proposed Contract

**CONTRACT SERVICES AGREEMENT FOR
CITY ATTORNEY SERVICES
CITY OF BELL**

This CONTRACT SERVICES AGREEMENT FOR CITY ATTORNEY SERVICES (the "Agreement") is effective as of the ___ day of ___, 2011, by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the CITY OF BELL, a charter city ("City"). The term "City" shall also include the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Financing Authority, the Bell Surplus Property Authority, the Bell Solid Waste Authority, and all other City boards and commissions.

1. APPOINTMENT

City Council hereby appoints David J. Aleshire as the City Attorney, and hires A&W as its City Attorney, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the City Council, Planning Commission, Bell Community Redevelopment Agency ("Redevelopment Agency"), Bell Community Housing Authority ("Housing Authority"), Bell Public Financing Authority ("Public Financing Authority"), Bell Surplus Property Authority ("Surplus Property Authority"), Bell Solid Waste Authority ("Solid Waste Authority"), all other City boards and commissions and its affiliated agencies, as directed by the City, in accordance with Section 703 of the City's Charter and Chapter 2.16 of the City's Municipal code. In addition, Edward Bertrand shall serve as Assistant City Attorney and David J. Aleshire shall serve as Agency Counsel.

Notwithstanding the foregoing appointment, the designated City Attorney, Agency Counsel, and any Assistant City Attorney or Assistant Agency Counsel, may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated City Attorney or Agency Counsel (or any successors to such person) without the City Council's prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant City Attorney or Assistant Redevelopment Attorney shall be obtained from the Chief Administrative Officer. City Attorney may appoint various deputies as City Attorney deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. A&W shall perform any and all work necessary for the provision of City Attorney services to City, as set forth in the City's Charter and Municipal Code, including, but not limited to, the following:

(i) Attendance at City Council, Planning Commission, or Redevelopment Agency, Housing Authority, Public Financing Authority, Surplus Property Authority, and Solid Waste Authority meetings, unless excused by the Chief Administrative Officer or his/her designee, and other board and commission meetings on request of the Chief Administrative Officer or his/her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the City to the City Council, Chief Administrative Officer, boards, commissions, committees, officers, and employees of City and as requested by the City Council, the Chief Administrative Officer, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone consultation with City staff, as needed on legal matters which are within their area of operation; and

(iv) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

(v) Represent and advise City on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the City until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of City; and

(vi) Hold office hours at City Hall at a time agreed to with Chief Administrative Officer; and

(vii) Attend management staff and agenda review meetings at a time agreed to with Chief Administrative Officer; and

(viii) Monitor pending and current legislation and case law as appropriate; and

(ix) Supervise outside legal services, if any.

B. A&W, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the City Council may otherwise direct. The City Attorney shall represent City in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the City Council.

C. The City Attorney will keep City informed as to the progress and status of all pending matters in accordance with such procedures as the City may establish from time to time. The City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the City Council, such special counsel shall be supervised by the City Attorney.

D. All legal services shall be coordinated under the direction of the Chief Administrative Officer. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Council or Chief Administrative Officer. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matter of City from or to A&W.

3. CITY DUTIES

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent City desires services to be rendered on site, City, at City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the Chief Administrative Officer, as may be necessary therefor. City further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, City understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign legal matters of City from or to A&W.

4. PERSONNEL

In addition to David J. Aleshire acting as City Attorney, A&W will provide the following additional attorneys to render the predominate legal services hereunder:

David J. Aleshire:	Agency Counsel
Edward L. Bertrand:	Assistant City Attorney
Mily Huntley:	Deputy City Attorney
Colin Tanner:	Deputy City Attorney/Personnel
Sunny Soltani:	Deputy City Attorney/Litigation/Mobilehome Parks
Glen Tucker:	Deputy City Attorney/Police and Defense

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Blended rates are computed based upon the hours of service irrespective of the rate of the attorney. Blended rates are also shown for legal assistants.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending

public meetings, preparing ordinances and resolutions, giving general advice to City departments and similar services. A higher blended rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate. Public finance matters are charged on a contingent basis based upon the size of the matter. The specific terms are set forth below in Section 6 and in the exhibits.

The foregoing arrangement would remain in effect for Fiscal Year 2011-2012 (July 1, 2012). However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year, subject to the approval of the City Council. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "blended rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the City Council.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for City with regard to the issuance of securities by City; after review and accord of the proposed issue by independent review Counsel if selected by City, A&W shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of Four Hundred Dollars (\$400.00) per hour or on a contingent finance option as shown on Exhibit "A". The choice of options shall be solely at the discretion of the City Council.

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by City. These costs and expenses are described in more detail in Exhibit "B", attached hereto, and incorporated herein by reference. City agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior written agreement of City. A&W will select any investigators, consultants, or experts to be hired only after consultation with and approval by the City.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside the counties of Los Angeles and Orange, and only with the prior agreement of City.

Periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City. A&W will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

A&W shall scrupulously examine all bills submitted for services tendered under this Agreement to assure that appropriate billing judgment is employed in billing City for service hereunder. A&W shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the City. A&W agrees it will not bill for time which is not specifically devoted to said task(s). A&W shall not use legal professionals for secretarial work and under no circumstances shall A&W have lawyers billing for making copies, scheduling appointments or taking care of matters or work which would otherwise be work performed by a secretary. The billing format utilized to provide bills shall be set forth in the required detailed format which readily permits the full scrutiny by any City retained auditors.

8. STATEMENTS AND PAYMENT

A&W shall render to City a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a specific description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or such other basis as the City may direct. Reimbursable costs shall be separately itemized.

In consideration for A&W's performance of legal services on behalf of City under the terms of this Agreement, and upon review and approval of A&W's bill by the City, A&W shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit B. Payments shall be made by City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice.

The bill shall be submitted to:

City of Bell
Attn: Chief Administrative Officer
6330 Pine Avenue
Bell, CA 90201

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for City to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of City. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of City. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of City or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of City, and shall remain, at all times as to City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither A&W nor any employees or agents of A&W shall be considered an employee of City for any purpose. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement, with limits of at least One Million Dollars (\$1,000,000.00) for bodily injury by disease, One Million Dollars (\$1,000,000.00) each accident/bodily injury and One Million Dollars (\$1,000,000.00) each employee bodily injury by disease.

(c) **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name City, its officers, employees and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, A&W shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City. Failure to do so is cause for termination.

12. INDEMNIFICATION

A. A&W agrees to indemnify City, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W

hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement.



(ii) In the event A&W, its officers, agents or employees, is made a party to any action or proceeding, filed or prosecuted against City, for such damages or other claims, solely arising out of or in connection with the lawful operation of activities of City hereunder, City agrees to pay to A&W, its officers, agents or employees, any and all costs and expenses incurred by attorneys, its officers, agents or employees, in such action or proceeding, including but not limited to legal costs and attorney's fees.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of Bell
6330 Pine Ave.
Bell, California 90201
Attention: Chief Administrative Officer

ATTORNEY: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612
(949) 223-1170 (office)
(949) 223-1180 (fax)
Attention: David J. Aleshire

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual orientation, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. In the State of California, this requirement is an ethical obligation of attorneys in the management of their firms. [Rules of Professional Conduct Section 2-400(c)]

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. City may discharge A&W at any time. The City Attorney shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as City's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

16. CONFLICTS

A&W represents that it has advised the City in writing prior to the date of signing of this Agreement of any known relationships with a third party, the City Council or City employees which would: (1) present a conflict of interest with the rendering of professional services under this Agreement; (2) prevent A&W from performing the terms of this Agreement; and (3) present a significant opportunity for the disclosure of confidential information.

A&W has no present or contemplated employment which is adverse to the City. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the City. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and A&W reserves the right to represent such clients in matters not connected with its representation of the City, upon securing a waiver from both the City and the present or future client.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W shall withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

18. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supersede that certain agreement

for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. LICENSE REQUIREMENTS

A&W shall demonstrate that the attorney(s) who provide legal services to City under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the City Council or the Chief Administrative Officer why such license is not required to perform the services required.

20. CONFIDENTIALITY AND DISCLOSURE

The data, information and reports acquired or prepared by A&W in connection with matters upon which the City has retained A&W shall not be shown or distributed to any other public or private person or entity except as authorized by the City Council or the Chief Administrative Officer and in no event prior to having been first disclosed to the City Council or the Chief Administrative Officer. All information, documents, records, reports, data or other materials furnished by City to A&W or other such information, documents, records, data or other materials to which A&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of City. A&W shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the Chief Administrative Officer.

21. RECORDS AND DOCUMENTATION

A&W shall maintain complete and accurate records of the services provided to City and expenses incurred on behalf of City. A&W agrees to assist City in meeting City's reporting requirements to other agencies with respect to A&W's work under this Agreement.

22. ASSIGNMENTS AND SUCCESSORS IN INTEREST

City and A&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the Chief Administrative Officer or the City Council.

23. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

24. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

Dated: June __, 2011

"CITY"
CITY OF BELL, a municipal corporation

By: _____
Ali Saleh, Mayor

ATTEST:

City Clerk

Dated: June __, 2011

"ALESHIRE & WYNDER, LLP"

By: _____
David J. Aleshire, Esq.

EXHIBIT "A"
FEE ARRANGEMENT

(1) The payment for up to fifty (50) hours of general legal service ("Monthly Hour Limit") shall be a maximum of Seven Thousand Seven Hundred and Fifty Dollars (\$7,750.00) per month (billed at One Hundred Fifty-Five Dollars (\$155.00) per hour). Notwithstanding the foregoing, in view of the likelihood for the need to ramp up services, until July 1, 2012, the discounted rate shall apply to 100 hours of legal services, and until July 1, 2013, it shall apply to 75 hours of legal services. The \$155 rate shall increase to \$165 per hour on July 1, 2012.

(2) General legal services over the Monthly Hour Limit will be billed at the rate of One Hundred Eighty-Five Dollars (\$185) per hour.

(3) Special legal services shall include litigation matters, public finance, disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with Chief Administrative Officer approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of One Hundred Ninety-Five Dollars (\$195.00) per hour until July 1, 2012 and Two Hundred Fifteen Dollars (\$215.00) per hour thereafter.

(4) Insurance defense litigation and code enforcement will be billed at a reduced rate of One Hundred Eighty-Five Dollars (\$185.00) per hour.

(5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be Two Hundred Fifty Dollars (\$250.00) per hour.

(6) For public finance the fee structure shall be as follows: (i) For land based issues (i.e. CFD, Assessment or Improvement Districts) one and one-half (1 ½) percent of the first \$1 million executed and delivered; three-quarters percent of the next \$4 million executed and delivered; one-third percent of the next \$10 million; one-eighth percent of the next \$10 million; and one-tenth percent of any amount over \$25 million; subject to a minimum fee of Forty Thousand Dollars (\$40,000.00); or (ii) For all other financings the above schedule applies with a 25% discount. In the event that multiple series of bonds or notes are issued, the foregoing fee schedule would be applied to each issue. Fees shall be contingent unless otherwise directed by the client. If contingent, payment of the fees is entirely contingent upon the successful execution and delivery of the bonds or notes to be payable on or after delivery except for out-of-pocket expenses. In addition to the foregoing, a fee of \$6,000.00 may be charged if a tax opinion is required. At the discretion of the City, City may choose a non-contingent structure in lieu of the above schedule at the rate of \$400.00 per hour on a blended rate for all attorney time incurred.

(7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses as described in the attached Exhibit B.

The blended rate for legal assistants (Paralegal), irrespective of matter, shall be One Hundred Twenty (\$120.00) per hour.

EXHIBIT "B"

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and shall be billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year. Any increase in rates shall be approved by the City Council.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$0.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles or Orange Counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

It is understood that Firm will not charge for mileage or travel time between our office and City facilities, nor for local telephone calls or calls made to the City. In exchange, Firm shall not be charged for calls made or received at the City on behalf of the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the City (unless expressly requested by the City).

1663219.2

Exhibit B-1

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Reference Check List

Reference Check List
Aleshire & Wynder, LLP
June 08, 2011

1. When did Aleshire & Wynder work for your city? Could you confirm the starting date and the ending date of their employ with the City?
2. If they previously served as City Attorney, why did they leave?
3. Can you speak to their work ethic? Where there issues with tardiness or scheduling? Were there any issues you are aware of that impacted the firm's job performance?
4. Did the legal team get along well with management and the City Council?
5. How would you rate the firm's ability to handle conflict? How about pressure? Stress?
6. Did you evaluate the firm's performance? Can you speak to their strong and weak points? What was noted as needing improvement during this performance review?
7. What was their biggest accomplishment while working for your company?
8. Would you rehire them if the opportunity arose?
9. Can you describe the firm's experience, working as a member of a team?
10. Is there anything I haven't asked that you would like to share with me?

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana Marfa Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Vijay Singhal
Chief Executive Officer
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706

RE: REFERENCE CHECK LIST

Dear Mr. Singhal:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in black ink that reads "Pedro Carrillo".

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



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(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Andy Takata
City Manager
City of Banning
99 East Ramsey Street
Banning, CA92220

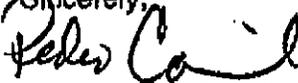
RE: REFERENCE CHECK LIST

Dear Mr. Takata:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

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Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

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Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



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CITY OF BELL

June 13, 2011

Michael J. Egan
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA90706

RE: REFERENCE CHECK LIST

Dear Mr. Egan:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in cursive script that reads "Pedro Carrillo".

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
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(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Cliff Graves
Interim City Manager
City of Carson
701 E. Carson St.
Carson, CA 90745

RE: REFERENCE CHECK LIST

Dear Mr. Graves:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

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Interim Chief Administrative Officer

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Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
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(323) 771-9473 fax

CITY OF BELL

June 13, 2011

John Bohorski
City Manager
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

RE: REFERENCE CHECK LIST

Dear Mr. Bohorski:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Pedro Carrillo", is written over the typed name.

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - Mayor
Danny Harber - Vice Mayor
Violeta Alvarez - Councilwoman
Ana María Quintana - Councilwoman
Nestor E. Valencia - Councilman



6330 Pine Avenue
Bell, California 90201
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(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Mike Podegracz
City Manager
City of Hesperia
9700 Seventh Avenue
Hesperia, CA92345

RE: REFERENCE CHECK LIST

Dear Mr. Podegracz:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

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PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
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CITY OF BELL

June 13, 2011

Sol Benudiz
Interim City Manager
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA91706

RE: REFERENCE CHECK LIST

Dear Mr. Benudiz:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

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PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
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(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Steve Mandoki
City Manager
City of Lawndale
14714 Burin Avenue
Lawndale, CA90260

RE: REFERENCE CHECK LIST

Dear Mr. Mandoki:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

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PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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Violeta Alvarez - *Councilwoman*
Ana Maria Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
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(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Laurel Barcelona
Chief Administrative Officer
City of Lompoc
100 Civic Center Plaza
Lompoc, CA 93436

RE: REFERENCE CHECK LIST

Dear Ms. Barcelona:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

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PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - Mayor
Danny Harber - Vice Mayor
Violeta Alvarez - Councilwoman
Ana Marfa Quintana - Councilwoman
Nestor E. Valencia - Councilman



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Bell, California 90201
(323) 588-6211
(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Roger Haley
City Manager
City of Lynwood
11330 Bulls Road
Lynwood, CA90262

RE: REFERENCE CHECK LIST

Dear Mr. Haley:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in cursive script that reads "Pedro Carrillo".

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana Marfa Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Richard Belmudez
City Manager
City of Perris
101 N. D Street
Perris, CA92570

RE: REFERENCE CHECK LIST

Dear Mr. Belmudez:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana Marfa Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Kenneth C. Farfsing
City Manager
City of Signal Hill
2175 Cherry Avenue
Signal Hill, CA90755

RE: REFERENCE CHECK LIST

Dear Mr. Farfsing:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Pedro Carrillo".

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Suzanne Bragdon
City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA94585

RE: REFERENCE CHECK LIST

Dear Ms. Bragdon:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Pedro Carrillo", is written over the word "Sincerely,".

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
Danny Harber - *Vice Mayor*
Violeta Alvarez - *Councilwoman*
Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*



6330 Pine Avenue
Bell, California 90201
(323) 588-6211
(323) 771-9473 fax

CITY OF BELL

June 13, 2011

Mark Nuami
Town Manager
City of Yucca Valley
57090 Twentynine Palms Highway
Yucca Valley, CA92284

RE: REFERENCE CHECK LIST

Dear Mr. Nuami:

The City of Bell is currently finalizing its search and selection of a permanent City Attorney. The City of Bell City Council has selected the law firm of Aleshire & Wynder, LLP, from the pool of finalists and has directed me to verify all references.

I'm sending some very basic questions to your attention that would help our process tremendously. Please feel free to send your responses either via USPS or e-mail me at pedro@urbanassoc.com.

Thank you in advance for your time and attention.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pedro Carrillo', is written over the typed name.

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Conflicts Correspondence



CITY OF BELL

June 17, 2011

Via Email & U.S. Mail

David J. Aleshire
Aleshire & Wynder LLP
18881 Von Karman Avenue
Suite #400
Irvine, CA 92612

Dear Mr. Aleshire:

As a follow-up to our meeting earlier this week regarding the transition of attorney services from Meyers Nave to your firm, I discussed the issue of your possible legal conflict(s) with the members of the Bell Legal Selection Ad Hoc Committee.

Based on that discussion, by the close of business on Monday, June 20, 2011, please provide me a description of the scope of services that your Firm provided or continues to provide to any person or entity that was or may be adverse to the City of Bell or any of its subsidiary bodies. As you will recall, we discussed the legal services that you provided Ali Saleh with regard to his active participation in the Attorney General's lawsuit against the City as well as your representation of BASTA in the recall effort against former members of the Bell City Council.

Please note that your reply to the City's Request for Proposal for City Attorney Services stated that your Firm had no conflicts with the City of Bell. Given what was learned on Monday, it appears to me that you may need to revise that statement.

If you have any questions, please feel free to call me. I look forward to receiving your exhaustive disclosure and to working with you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Pedro Carrillo".

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: City of Bell Legal Selection Ad Hoc Committee



FAIR POLITICAL PRACTICES COMMISSION
428 J Street • Suite 620 • Sacramento, CA 95814-2329
(916) 322-5660 • Fax (916) 322-0886

July 21, 2011

Mayor Ali Saleh
City of Bell
6330 Pine Avenue
Bell, CA 90201

Re: **Your Request for Advice**
Our File No. A-11-131

Dear Mayor Saleh:

This letter is in response to your request for advice regarding your duties as Mayor of the City of Bell under the conflict-of-interest provisions of the Political Reform Act (the "Act").¹ This letter is based on the facts presented. The Fair Political Practices Commission (the "Commission") does not act as the finder of fact when it renders advice. (*In re Oglesby* (1975) 1 FPPC Ops. 71.) Please note, the Commission will not advise with respect to past conduct. (Regulation 18329(b)(8)(A).) Therefore, nothing in this letter should be construed to evaluate any conduct that may have already taken place, and any conclusions contained in this letter apply only to prospective actions. Moreover, please note that our advice is based solely on the provisions of the Act. We therefore offer no opinion on the application, if any, of other ethics laws such as common law conflict of interest rules.

QUESTION

The city is considering hiring a contract city attorney, Aleshire and Wynder (AW). You have asked whether you may participate in the decision in light of the fact that the firm previously provided pro bono legal services to the Bell Association to Stop the Abuse (BASTA), (a nonprofit of which you were a founding member) by reviewing your declaration that was to be used by the Attorney General's office in its litigation against the City of Bell.

¹ The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

CONCLUSION

Despite the fact that you were the declarant, the facts support the conclusion that the free legal services were provided to BASTA and that any benefit you received was incidental to the representation of BASTA by AW. Thus, the legal services do not constitute a gift to you under the Act and would not give rise to a conflict of interest in the decision to hire a city attorney.

FACTS

The city is considering hiring Aleshire and Wynder (AW) as the contract city attorney for the city. Within the past 12 months, AW provided free legal services to BASTA, a nonprofit unincorporated association by reviewing a declaration that you signed for the attorney general. BASTA was formed in response to the discovery of corruption and criminal acts committed by Bell City Council members. BASTA had a leadership board of 14 community members, all served as volunteers, none received compensation.

Under the pro bono agreement, AW agreed to provide the following services to BASTA:

- Outlining the recall process.
- Providing samples and preparing the statement of reasons for the recall, the recall petitions and the qualifications for circulating petitions; summarizing notice and service requirements.
- Developing a schedule for the recall - with major issues of whether the recall election should occur in January to get councilmembers seated as soon as possible, or in March so it would be consolidated with the general election and save money.
- Obtaining public records through the City to develop information on the Charter, such as information related to the powers and compensation of the councilmembers and City officials under the Charter, ordinances, and rules of the City.
- Review of past City audits to assess the City's financial condition.
- Review of the State Controller's reports on the auditors, the performance of the redevelopment agency, and the City's internal controls to assess the legality of past city actions and practices.

The Attorney General's Litigation: During the recall, the State Attorney General ("AG") developed an approach to prevent the current city council from taking any actions that might be unlawful. The AG sought to have a "receiver" or "monitor" appointed until the recall was completed. BASTA and AW worked with the AG in support of their efforts. AW considered the AG litigation to be part of the recall and a part of the pro bono services they were providing to BASTA under the agreement. However, neither you nor BASTA were parties in the AG's lawsuit, the AG's Office was the sole party against the City of Bell.

As the AG prepared its action for the appointment of a monitor, it reached out to Bell citizens who could provide information regarding the lack of transparency and nonresponsiveness of the City under then-current conditions. The AG's Office asked if you, a member of BASTA, could serve as a potential witness in the action to appoint a monitor for the City of Bell. Once you agreed, the AG's Office prepared a declaration for you to sign - this declaration solely contained information of public record and your interpretation of events. In addition to your declaration, the AG also solicited and obtained declarations from others including a declaration from Mr. Lorenzo Velez, the only Councilmember not to be indicted.

You requested AW to assist you in reviewing the declaration solely for purposes of being sure of its accuracy and avoiding any unknown legal liability. According to AW, they merely provided some minor edits. Some of the pertinent information in your declaration included:

- You were a lifelong resident of the City of Bell and a cofounder of BASTA.
- BASTA is a citizens group formed in the City of Bell on July 16, 2010. At the time of the declaration, BASTA had a leadership board of 14 community members.
- BASTA does not maintain an official membership list, however, approximately 1,500 people in the community have asked to receive information.
- BASTA's main goal was to demand good city governance through transparency and accountability.
- The declaration also described what BASTA wanted for their monitor. "BASTA wants a monitor to communicate regularly with the community. The current problems in the City are lack of transparency and lack of communication. BASTA wants to create a dialogue between Council and the public. A monitor should provide more information to residents and allow residents to know what is happening in the City. The monitor should report to the public regularly. The monitor should be independent and not be political, and have the ability to understand City government and finances. The monitor should be bilingual. The monitor should only serve until a new Council is in place and should prepare a written final report with findings and recommendations. The monitor can help lay the groundwork for restoring honest government in Bell which operates for the betterment of the community."

The declaration was dated was executed on October 19, 2010. AW's services for BASTA terminated with the end of the recall election on March 8, 2011, and no further representation took place.

ANALYSIS

The Act defines "gift" as:

" 'Gift' means, except as provided in subdivision (b), any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value."

Whether the payment is a "gift" under the Act depends on whether the payments confer a personal benefit on the official.²

In an effort to reduce improper influences on public officials, the Act regulates the receipt of gifts by public officials in three ways:

- First, so that the public is made aware of any potential influences from gifts, the Act imposes reporting obligations on certain public officials requiring that any gift (or any gifts that aggregate to \$50 or more from the same source) received during the calendar year are disclosed on the officials' statements of economic interest. Reporting requirements apply to all officials listed in Section 87200 (Section 87202), all candidates for an office specified in Section 87200 (Section 87201), and employees designated in an agency's conflict-of-interest code as specified in the code (Section 87302(b)).
- Secondly, the Act places limitations on the acceptance of gifts by certain public officials. The current limit is \$420 from a single source in a calendar year. (Section 89503; Regulation 18940.2.) This gift limit applies to all elected state and local officials or other individuals designated in Section 87200; all candidates for state, local, or judicial office; and any employee designated in his or her agency's conflict-of-interest code, as adopted pursuant to Section 87300, if the employee would be required to disclose the receipt of income or gifts from the source of the gift on his or her statement of economic interest.³ (Section 89503.)

² Under some circumstances a payment to a public official, who is also a candidate or elected official, may be considered a "contribution" under Section 82015, and not a gift under Section 82028. However, you stated in our telephone conversation of July 21, 2011, that you were not a candidate or elected official at the time the free services were provided (October 19, 2010). You had closed out your 2009 campaign committee in August of 2010 and did not open a new committee until December 2010.

³ As noted above, at the time that the transaction in question occurred, you were not an elected official so we do not further discuss the gift limit Section 89503(b)(1).

- Finally, the Act prohibits any public official from making, participating in making, or using his or her official position to influence the outcome of a governmental decision involving the donor of a gift or gifts with an aggregate value of \$420 or more provided to, received by, or promised to the official within the 12 months prior to the date the decision is made. (Sections 87100, 87103(e), Regulations 18700, 18703.4.)

You have asked whether the gift of legal services to BASTA will be treated as gifts to you as a cofounder and members of the board, and as the declarant for whom the services were rendered. Generally, the Act does not treat persons serving on the boards of nonprofit entities as recipients of donations received by the entity.

- In the *O'Shea* Advice Letter, No. I-90-593, we concluded that gifts to a civic league would not be treated as gifts to the members of the board of directors who were public officials. We advised: "Care should be taken to assure that donations to the agency are not deemed to be donations to the individual board members. This would occur, for example, if the donations were used to pay travel expenses for board members. However, so long as donations are not deemed to be donations to members, the donors do not become economic interests of those board members."
- More recently, in the *Priamos* Advice Letter, No. A-04-191, we advised that: "Donations solicited for the nonprofit 501(c)(3) organization . . . will not constitute gifts to him. Under certain circumstances, the Commission will pierce through a nonprofit and treat a donation as a payment to the public official who serves on the board. However, provided the public official does not solely control the organization and the donation will not affect the income the public official receives from the charity, the Commission will not pierce the nonprofit organization."
- In the *Westmeyer* Advice Letter, No. A-93-242, we specifically addressed an unincorporated citizen's association status in contrast to its membership. The letter concerned the St. Helena Unincorporated Association of Citizens for Environmental Protection (the "association"), an unincorporated citizen's association created to appeal a permit for a composting facility in the jurisdiction.⁴ The association had had approximately 30 members. Most of the members were homeowners in the jurisdiction. We concluded that the association would be treated as a separate person from the members of the association for purposes of the conflict-of-interest rules of the Act. In that letter, we advised that "since the association is composed of a large group of persons which is diverse in nature (except for their ownership of homes in the jurisdiction), we would conclude that the association is a separate entity for conflict of interest purposes."

Your facts fall into this line of advice letters. While you were on the board of BASTA and the actual declarant, the declaration concerned the reasons for which BASTA was created --

⁴ In the *Westmeyer* letter the issue concerned a different aspect of the conflict of interest analysis -- whether the association was the applicant in a decision, or the individual members. However, the analysis and rationale apply to your facts by analogy.

the recall election. The declaration described what qualifications BASTA wanted for an appointed monitor. "BASTA wants a monitor to communicate regularly with the community. The current problems in the City are lack of transparency and lack of communication. BASTA wants to create a dialogue between Council and the public. A monitor should provide more information to residents and allow residents to know what is happening in the City. The monitor should report to the public regularly. The monitor should be independent and not be political, and have the ability to understand City government and finances. The monitor should be bilingual. The monitor should only serve until a new Council is in place and should prepare a written final report with findings and recommendations. The monitor can help lay the groundwork for restoring honest government in Bell which operates for the betterment of the community."

Thus, the legal services provided in connection with the declaration were contemplated under the service agreement between BASTA and AW. Based on these facts, we would not treat the donation of services to BASTA as gifts to any of the individual board members.

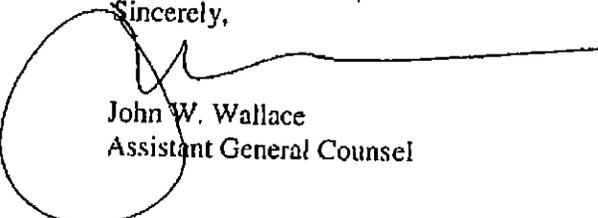
Also, supporting this conclusion, is the advice in the *Kaune* Advice Letter, No. A-09-186. In that letter, PG&E and other utility companies brought an action against certain municipalities regarding electric power sales in 2000-2001. During the discovery phase of litigation, a former PG&E employee (who was a current public official) was deposed. It was customary for PG&E to provide legal representation for former employees, without regard to their current employment, when the action involved PG&E's business interest. We were asked if this was a gift to the former employee/public official. In that letter, we advised:

"PG&E will represent its own interests by sending an attorney to the deposition. The legal services that PG&E would provide the witness would be incidental and secondary to that representation and would not confer a personal benefit on her. She is not a named party to the lawsuit. She has no liabilities attached, nor will she benefit from the outcome. As such, the payments for services are not a gift under the Act."

The facts are analogous here: BASTA wished a declaration to be submitted to preserve the status quo during the recall election. This was in the best interest of BASTA. Any benefit to you was incidental and secondary to BASTA's interest. You were not a named party in the lawsuit and no liabilities attached, nor any benefit accrued, based on the outcome of the litigation. Therefore, you did not receive a gift.

If you have any further questions regarding this matter, please feel free to contact me at (916) 322-5660.

Sincerely,


John W. Wallace
Assistant General Counsel

JWW:jgl

**CRA-
Community
Redevelopment
Agency**

**Reconsideration
of
Questioned
Warrants
for**

June 22 & July 13, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5458	06/22/11	110612	VOID VOID-TEST PRINT	0.00
5459	06/22/11	110612	VOID VOID-TEST PRINT	0.00
5460	06/22/11	110612	BELL CHAMBER OF COMMERCE CONTRACT PAYMENT-JUN'11	3,150.00
TOTAL	3 CHECKS			3,150.00

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 22 & JULY 13, 2011

299

**BCHA 1 -
Bell Community
Housing Authority
(Rental Units)**

**Warrants
for**

July 13-27, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1464	07/21/11	110724	VOID VOID-TEST PRINT	0.00
1465	07/21/11	110724	VOID VOID-TEST PRINT	0.00
1466	07/21/11	110724	THE GAS COMPANY GAS BILLING-6/2-7/5/11 6304 KING AVE- LAUNDRY GAS BILLING-5/23-6/22/11 6633 PINE AVE	44.02
1467	07/21/11	110724	MAYWOOD MUTUAL WATER CO WATER BILLING-4/19-6/17/11 6304 KING AVE	167.31
1468	07/21/11	110724	TRACT 180 WATER COMPANY WATER BILLING-5/1-6/30/11 4738 FLORENCE AVE	18.01
TOTAL	5 CHECKS			229.34

**BCHA 2-
Bell Community
Housing Authority
(Mobile Home Parks)**

**Warrants
for**

July 13-27, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1469	07/21/11	110734	AT&T TELEPHONE BILLING-6/4-7/3/11 BELL MOBILE HOME PARK TELEPHONE BILLING-6/4-7/3/11 FLORENCE VILLAGE	258.90
1470	07/21/11	110734	THE GAS COMPANY GAS BILLING-6/3-7/5/11 4874 GAGE AVE-BMHP	805.56
1471	07/21/11	110734	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/3-7/5/11 BELL MOBILE HOME PARK ELECTRICAL BILLING-6/3-7/5/11 4874 GAGE AVE- BMHP	3,136.36
1472	07/21/11	110734	TRACT 180 WATER COMPANY WATER BILLING-5/1-6/30/11 5162 FLORENCE AVE F.V. WATER BILLING-5/1-6/30/11 5162 FLORENCE AVE WATER BILLING-5/1-6/30/11 5220 FLORENCE AVE WATER BILLING-5/1-6/30/11 5246 FLORENCE AVE WATER BILLING-5/1-6/30/11 5246 FLORENCE AVE WATER BILLING-5/1-6/30/11 5246 FLORENCE AVE	6,098.24
1473	07/21/11	110735	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-7/1-31/11 BELL MOBILE HOME PARK WASTE/RECYCLING SVCS-7/1-31/11 FLORENCE VILLAGE-MMHP WASTE/RECYCLING SVCS-7/1-31/11 FLORENCE VILLIAGE-DRMHP	5,971.38
1474	07/27/11	110736	TENANT SCREENING CENTER TENANT SCREENING M. SANCHEZ-BMHP H. HERNANDEZ-FVMHP	97.50
1475	07/27/11	110737	ALL AMERICAN HOME CENTER HARDWARE SUPPLIES-BMHP	58.63
1476	07/27/11	110737	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-7/1-31/11 FLORENCE VILLAGE MHP	5,400.00
1477	07/27/11	110737	FIRST CHOICE MISC SUPPLIES-BMHP MISC SUPPLIES- FVMHP	113.70

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1478	07/27/11	110737	SONIA RODRIGUEZ REFUND-CLUBHOUSE DEPOSIT BMHP	25.00
TOTAL	10 CHECKS			21,965.27

304

City of Bell Agenda Report

DATE: July 27, 2011

TO: Mayor and Council Members

FROM: Pedro Carrillo
Interim Chief Administrative Officer

BY: Magdalena Prado
Senior Management Analyst

SUBJECT: Bell Community Housing Authority (BCHA) Contracts

RECOMMENDATION: Approve the contracts with service providers at BCHA mobile home parks.

BACKGROUND:

During October of 2011, the Bell Community Housing Authority took direct responsibility for managing both the Florence Village Mobile Home Park and the Bell Mobile Home Park. Existing staff was kept on a month-to-month basis to ensure continuity of services and little disruption to park residents. Also, the afterhours resident caretakers continued to receive a rental credit in lieu of payment for their services.

In light of the State Controllers Audit, and in an effort to ensure best practices, staff recommends placing mobile home park service providers on a monthly contract. They are as follows:

1. Mr. Jaime Lepe Mora -- Mr. Mora is the maintenance person at Bell Mobile Home Park and Florence Village Mobile Home Park. His hourly rate is \$10 per hour, not to exceed twenty-five hours per week.
2. Ms. Betsy Balderama -- Ms. Balderama is the afterhours caretaker at Bell Mobile Home Park. Her monthly rate is \$580. The night caretaker had been given a rental credit in the past in lieu of payment.
3. Ms. Olga Rodriguez -- Ms. Rodriguez is the afterhours caretaker at Florence Village Mobile Home Park. Her monthly rate is \$580. The night caretaker had been provided a rental credit in the past in lieu of payment.
4. Mr. Rudy and Mrs. Juanita Davila -- Interim Residential Managers at Florence Village Mobile Home Park. Their monthly payment is \$5,400 for two full-time resident managers. In addition, housing and utilities are provided.

Attachments:

1. Nonprofessional Services Agreement with the City of Bell and Jaime Lepe Mora
2. Nonprofessional Services Agreement with the City of Bell and Betsy Balderama
3. Nonprofessional Services Agreement with the City of Bell and Olga Rodriguez
4. Nonprofessional Services Agreement with the City of Bell and Rudy and Juanita Davila

**JANITORIAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELL AND
JAMIE MORA LEPE**

THIS AGREEMENT for janitorial services is made by and between the City of Bell ("City") and Jaime Mora Lepe ("Contractor") (together referred to as the "Parties") is entered into on July ____, 2011.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City complete janitorial maintenance assistant services as described in the Scope of Work attached as Exhibit A, (Exhibit A and this Agreement shall hereinafter be referred to as the "Contract Documents") and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards described in Exhibit A and if such standard is not presented in Exhibit A for a particular task or requirement, then to the prevailing industry standard.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above, all of the requirements in Exhibit A and to satisfy Contractor's obligations hereunder.
- 1.5 **Reserved**

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$10.00 per hour for no more than twenty-five (25) hours per week for services to be performed and

reimbursable costs incurred under this Agreement. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices on a monthly basis, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- Contractor shall give separate notice to the City when the total number of hours worked by Contractor and any individual employee, agent, or subcontractor of Contractor reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Contractor and City.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Reserved.

2.4 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Reserved.**

2.6 **Reimbursable Expenses.** Reimbursable expenses shall not exceed \$100. Expenses not previously approved by the City are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as janitorial closets or a designated place in each building, utilities and outlets, as may be reasonably necessary for Contractor's use. In no event shall City be obligated to furnish janitorial supplies, cleaning products, and trash liners.

Section 4. INSURANCE REQUIREMENTS. In lieu of any obligation of Contractor to provide insurance coverage procured by it in favor of City, in accordance with Section 5. of this Agreement, Contractor shall indemnify and hold harmless City, as further provided herein.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit,

or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may only cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor for any reason, including the time necessary for hiring of interim janitorial services until the City procures a new contractor.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Reserved;
 - 8.6.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 8.6.4** Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, photographs; memoranda, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Reserved.**
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of

Government Code § 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Magdalena Prado ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or her designee.
- 10.10 **Notices.** Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

- 10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

- 10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the date first written above.

CITY OF BELL

CONTRACTOR

Ali Saleh, Mayor

Jamie Mora Lepe

Attest:

Rebecca Valdez, City Clerk

Approved as to Form:

James Casso, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

JANITORIAL SERVICES

- 1. Property Location:** Bell Mobile Home Park (the "Park")
Days to Provide Service: Mondays, Thursdays and Saturdays

Mobile Home Park Office:

- Dust all desks, cabinets, wall art/frames and windows
- Sweep and clean floors, window sills, etc.
- Empty trash and take to dumpster
- Drive around the Park each morning and evening to ensure all maintenance issues are attended to
- Water empty spaces and maintain them free of weeds

Shower and Bathroom Facility:

- Clean entire shower enclosure (walls, floor, etc.)
- Sweep and mop floor
- Empty trash and take to dumpster
- Wipe down trash receptacle
- Refill soap dispensers
- Clean mirrors
- Clean toilets – inside and outside
- Refill towel dispensers
- Refill toilet paper and seat covers as necessary
- Refill room deodorizer and batteries as necessary
- Wipe and clean door, door knobs, light switches, etc.

Laundry Facilities:

- Empty all trash (pick up any trash on floor) and take to dumpster
- Sweep and mop floor
- Wipe down and clean all machines
- Clean windows, window sills and screens as necessary

Recreation Center

- Empty all trash (pick up any trash on floor) and take to dumpster
- Vacuum where needed, sweep and mop floor
- Clean all counters, tables, chairs, etc.
- Keep room organized, including placing all tables and chairs in a well-organized setting

- Fill water, coffee, supplies as necessary
- Clean windows and screens as necessary

Park Lights:

- All park lights are to be checked monthly
- Replace lights as needed

General:

- Report any incidents or needed repairs to managers as soon as you can.

2. Property Location: Florence Village (the "Village")

Days to Provide Service: Tuesdays, Wednesdays and Fridays

Village Office:

- Dust all desks, cabinets, wall art/frames and windows
- Sweep and clean floors, window sills, etc.
- Empty trash and take to dumpster

Shower & Bathroom Facility:

- Clean entire shower enclosure (walls, floor, etc.)
- Sweep and mop floor
- Empty trash and take to dumpster, wipe down trash receptacle
- Refill soap dispensers
- Clean mirrors
- Clean toilets – inside and outside
- Refill towel dispensers
- Refill toilet paper and seat covers as necessary
- Refill room deodorizer and batteries as necessary
- Wipe and clean door, door knobs, light switches, etc.

Laundry Facilities:

- Empty all trash (pick up any trash on floor) and take to dumpster
- Sweep and mop floor
- Wipe down and clean all machines
- Clean windows, window sills and screens as necessary

Recreation Center (upstairs & down stairs)

- Empty all trash (pick up any trash on floor) and take to dumpster
- Vacuum where needed, sweep and mop floor
- Clean all counters, tables, chairs, etc.
- Keep room organized, including placing all tables and chairs in a well-organized setting

- Fill water, coffee, supplies as necessary
- Clean windows and screens as necessary

Village Lights:

- All Village lights are to be checked monthly
- Replace lights as needed

Pool and Spa:

- Empty all trash (pick up any trash on floor) and take to dumpster

General:

- Report any incidents or needed repairs to managers as soon as you can.

1675153.1

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELL AND
BETSY BALDERRAMA**

THIS AGREEMENT for non-professional services is made by and between the City of Bell ("City") and Betsy Balderrama ("Contractor") (together referred to as the "Parties") is entered into on July _____, 2011.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** If Contractor does not personally perform the services identified in this Agreement, Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **Reserved**

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$585.00 per month, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner

set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Reserved.

2.4 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Reserved

2.6 Reimbursable Expenses. Reimbursable expenses shall not exceed \$100. Expenses not previously approved by the City are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City may, in its discretion, provide Contractor facilities and equipment that may be necessary, but only after City is satisfied that Contractor and its individual employees are trained to use such facilities or equipment safely and properly.

Section 4. INSURANCE REQUIREMENTS. In lieu of any obligation of Contractor to provide insurance coverage procured by it in favor of City, in accordance with Section 5. of this Agreement, Contractor shall indemnify and hold harmless City, as further provided herein.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees

of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this

Agreement to bind City to any obligation whatsoever without City's express written consent.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by both parties.
- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the good reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Reserved;

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 **MISCELLANEOUS PROVISIONS.**

- 10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.
- 10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4** **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6** **Reserved.**
- 10.7** **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Contractor will not

be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Magdalena Prado ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or her designee.

10.10 **Notices.** Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

10.11 **Reserved**

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the date first written above.

CITY OF BELL

CONTRACTOR

Ali Saleh, Mayor

Betsy Balderrama

Attest:

Rebecca Valdez, City Clerk

Approved as to Form:

James Casso, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICE

AFTERHOURS AND WEEKEND RELIEF RESIDENT MANAGER BELL MOBILE HOME PARK (the "Park") DAILY RESPONSIBILITIES

Bell Mobile Home Park Office:

- Provide weekend relief to Bell Mobile Home Park Resident Managers (the "Managers"), and brief the Managers every Monday morning of any incidents that might have occurred over the weekend.
- Be available for Park residents after hours Monday through Friday and Weekends for any Park related issues or emergencies. After hours are from 5:00 p.m. – 8:30 a.m.

Shower and Bathroom Facility:

- Check bathroom facilities each evening to ensure that the facilities are not being used as living quarters.
- Report any cleaning issues to the Managers immediately.

Laundry facilities/Recreation Center:

- Open and close all common areas on a daily basis. Laundry Facilities open daily from 7 a.m. to 9 p.m. The Recreation Center is open daily from 7 a.m. to 2 p.m.
- Make coffee (2 pots) every morning for Village residents.

Park Lights:

- Report any non-working lights to the Managers immediately.

General/Other:

- Report any incidents or needed repairs to the Managers as soon as possible.

1675590.1

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELL AND
OLGA RODRIGUEZ**

THIS AGREEMENT for non-professional services is made by and between the City of Bell ("City") and Olga Rodriguez ("Contractor") (together referred to as the "Parties") is entered into on July _____, 2011.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractor is engaged.
- 1.3 **Assignment of Personnel.** If Contractor does not personally perform the services identified in this Agreement, Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder.
- 1.5 **Reserved**

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed \$585.00 per month, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner

set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
 - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
 - The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
 - The Contractor's signature.
- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Reserved.**
- 2.4 Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Reserved

2.6 Reimbursable Expenses. Reimbursable expenses shall not exceed \$100. Expenses not previously approved by the City are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City may, in its discretion, provide Contractor facilities and equipment that may be necessary, but only after City is satisfied that Contractor and its individual employees are trained to use such facilities or equipment safely and properly.

Section 4. INSURANCE REQUIREMENTS. In lieu of any obligation of Contractor to provide insurance coverage procured by it in favor of City, in accordance with Section 5. of this Agreement, Contractor shall indemnify and hold harmless City, as further provided herein.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees

of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractor under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this

Agreement to bind City to any obligation whatsoever without City's express written consent.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by both parties.
- 8.4 Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the good reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Reserved;
- 8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Reserved.**
- 10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Contractor will not

be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Magdalena Prado ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or her designee.
- 10.10 **Notices.** Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

- 10.11 **Reserved**
- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- Exhibit A Scope of Services
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the date first written above.

CITY OF BELL

CONTRACTOR

Ali Saleh, Mayor

Olga Rodriguez

Attest:

Rebecca Valdez, City Clerk

Approved as to Form:

James Casso, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICE

AFTERHOURS AND WEEKEND RELIEF RESIDENT MANAGER FLORENCE VILLAGE (the "Village") DAILY RESPONSIBILITIES

Florence Village Office:

- Provide weekend relief to Florence Village Resident Managers (the "Managers"), and brief the Managers every Monday morning of any incidents that might have occurred over the weekend.
- Be available for Village residents after hours Monday through Friday and Weekends for any Village related issues or emergencies. After hours are from 5:00 p.m. – 8:30 a.m.

Shower and Bathroom Facility:

- Check bathroom facilities each evening to ensure that the facilities are not being used as living quarters.
- Report any cleaning issues to the Managers immediately.

Laundry facilities/Recreation Center:

- Open and close all common areas on a daily basis. Laundry Facilities open daily from 7 a.m. to 9 p.m. The Recreation Center is open daily from 7 a.m. to 2 p.m.
- Make coffee (2 pots) every morning for Village residents.

Village Lights:

- Report any non-working lights to the Managers immediately.

General/Other:

- Report any incidents or needed repairs to the Managers as soon as possible.

1675594.1

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF BELL AND
RUDY AND JUANITA DAVILA**

THIS AGREEMENT for non-professional services is made by and between the City of Bell ("City") and Rudy and Juanita Davila ("Contractors") (together referred to as the "Parties") is entered into on July ____, 2011.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractors shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractors shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractors to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Contractors shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractors are engaged.
- 1.3 **Assignment of Personnel.** If Contractors do not personally perform the services identified in this Agreement, Contractors shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractors shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractors shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractors' obligations hereunder.
- 1.5 **Reserved**

Section 2. COMPENSATION. City hereby agrees to pay Contractors a sum not to exceed \$5,400, monthly for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Contractors for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to

Contractors for services rendered pursuant to this Agreement. Contractors shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractors shall not bill City for duplicate services performed by more than one person.

Contractors and City acknowledge and agree that compensation paid by City to Contractors under this Agreement is based upon Contractors' estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractors. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractors and their employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractors shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractors and each employee, agent, and subcontractor of Contractors performing services hereunder;
- The Contractors' signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractors.

2.3 Reserved.

2.4 Total Payment. City shall pay for the services to be rendered by Contractors pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractors in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractors submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Reserved

2.6 Reimbursable Expenses. Reimbursable expenses shall not exceed \$100. Expenses not previously approved by the City are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Contractors are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 Payment upon Termination. In the event that the City or Contractors terminate this Agreement pursuant to Section 8, the City shall compensate the Contractors for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractors shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Contractors are not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Contractors shall, at their sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City may, in its discretion, provide Contractors facilities and equipment that may be necessary, but only after City is satisfied that Contractors and their individual employees are trained to use such facilities or equipment safely and properly.

Section 4. INSURANCE REQUIREMENTS. In lieu of any obligation of Contractors to provide insurance coverage procured by it in favor of City, in accordance with Section 5. of this Agreement, Contractors shall indemnify and hold harmless City, as further provided herein.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractors shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractors'

performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractors' obligation to defend and indemnify shall not be excused because of the Contractors' inability to evaluate Liability or because the Contractors evaluate Liability and determine that the Contractors are not liable to the claimant. The Contractors must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractors fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Contractors under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Contractors accept or reject the tender of defense, whichever occurs first.

In the event that Contractors or any employee, agent, or subcontractor of Contractors providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractors shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractors or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTORS.

- 6.1 Independent Contractors.** At all times during the term of this Agreement, Contractors shall be independent contractors and shall not be employees of City. City shall have the right to control Contractors only insofar as the results of Contractors' services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractors accomplish services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractors and any of their employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractors Not Agents.** Except as City may specify in writing, Contractors shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractors shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever without City's express written consent.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractors and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractors and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractors represent and warrant to City that Contractors and their employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractors represent and warrant to City that Contractors and their employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractors and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractors shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractors under this Agreement. Contractors shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractors thereby.

Contractors shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractors.

Contractors may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractors shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractors delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractors or prepared by or for Contractors or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractors understand and agree that, if City grants such an extension, City shall have no obligation to provide Contractors with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractors for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by both parties.
- 8.4 Assignment and Subcontracting.** City and Contractors recognize and agree that this Agreement contemplates personal performance by Contractors and is based upon a determination of Contractors' unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the good reputation and competence of Contractors. Contractors may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractors shall not subcontract any portion of the performance contemplated and provided for herein, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractors shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor.** If Contractors materially breach any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Reserved;

- 8.6.3 Retain a different contractor to complete the work described in Exhibit A not finished by Contractors; or
- 8.6.4 Charge Contractors the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractors pursuant to Section 2 if Contractors had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractors prepare or obtain pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractors hereby agree to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractors agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Contractor's Books and Records.** Contractors shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractors to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractors to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Reserved.**
- 10.7 Conflict of Interest.** Contractors may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractors in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractors shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractors hereby warrant that they are not now, nor have they been in the previous 12 months, employees, agents, appointees, or officials of the City. If Contractors were employees, agents, appointees, or officials of the City in the previous twelve months, Contractors warrant that they did not participate in any manner in the forming of this Agreement. Contractors understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Contractors will not

be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractors will be required to reimburse the City for any sums paid to the Contractors. Contractors understand that, in addition to the foregoing, they may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Contractors agree not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Magdalena Prado ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or her designee.

10.10 **Notices.** Any written notice to Contractor shall be sent to:

Any written notice to City shall be sent to:

10.11 **Reserved**

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Contractors and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A Scope of Services

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the date first written above.

CITY OF BELL

CONTRACTORS

Ali Saleh, Mayor

Rudy Davila

Attest:

Rebecca Valdez, City Clerk

Juanita Davila

Approved as to Form:

James Casso, Interim City Attorney

EXHIBIT A
SCOPE OF SERVICE

RESIDENT MANAGER

Property: Florence Village (the "Village")

- Managers shall reside on the Village premises.
- Managers' hours shall be posted on the office door. The office hours shall generally consist of 8:30 am to 5:00 pm, Monday through Friday.
- Managers shall be familiar with the Rules and Regulations for the Village, and the Managers have the legal right and authority to enforce the Rules and Regulations on behalf of the owner.
- Managers' duties shall also include the following:
 - Prepare the report needed to send to the billing company to have the monthly rental statements printed.
 - Ensure monthly statements are timely and reviewed for accuracy. Errors shall be documented and corrected immediately.
 - Collect rents, write receipts and take deposits to City Hall on a daily basis.
 - Conduct quarterly space inspections.
 - Send residents notices
 - Provide follow-up services to ensure that all maintenance work is completed.
 - Meet with residents as needed, to resolve neighborly issues, mediate with residents, and generally maintain a safe and healthy relationship with Village residents.
 - Make sure all common areas are clean.
 - Prepare rent default notices to residents. Managers must understand the process of serving notices on residents, and are responsible for submitting default notices to the City's legal department and following up on the process of unlawful detainer actions.

- Contact vendors for emergency repairs as needed, and ensure work is completed in a workman-like manner. Rotate vendors for emergency calls.
- Maintain logs, such as Inquiries, Complaints, Incidents, Maintenance, Lights and Clubhouse.
- Order and timely replenish maintenance and office supplies.
- Separate the billing statements (i.e. White copy for Resident, Yellow copy for Office and make 1 extra set of copies for Managers)
- Managers shall have no authority to enter into any verbal agreement or understanding, or to make any exception, or approve any arrangement inconsistent with the Rules and Regulations and rental agreement.

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