City Council Agenda

Regular Meeting

Tuesday, November 22, 2011
6:30 PM Closed Session
7:30 PM Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

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

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

City Council Organization

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

Addressing the City Council

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

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

Compliance with Americans with Disabilities Act

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

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

November 22, 2011
6:30 P.M. Closed Session
7:30 P.M. Open Session

Bell Community Center
6250 Pine Avenue

I. Call to Order

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

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

II. Communications From The Public on Closed Session Items

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

III. Closed Session

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

3.01 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Corcoran v. Bell*; LASC BC442280

3.02 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION(Subdivision (a) of Section 54956.9); Name of case: *Ramirez v. County of Los Angeles, et al.*; USDC 11-CV-04057

3.03 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION--Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9:(4)

IV. Pledge of Allegiance

4.01 Pledge of Allegiance to the Flag.

V. Presentations

5.01 Presentation by California Contract Cities.

VI. Communications From The Public on Agenda Items Only

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

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

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

VII. Consent Calendar

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

7.01 Approval of Special Bell City Council Minutes dated September 28, 2011. 1-2

Recommendation: Approve the minutes.

7.02 Approval of General Warrants and Community Housing Authority Warrants dated November 9, 2011 through November 22, 2011. 3-16

Recommendation: Approve the warrants.

7.03 Approval of Conflict Waiver by Aleshire and Wynder. 17-22

Recommendation: Accept the conflict waiver letter presented by Aleshire and Wynder.

VIII. Council Business

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

8.01 Consideration of Bid Result for Filmore Street Rehabilitation Project - Heliotrope Ave. to Wilcox Ave. – Project No. 04-525-3737-0922 – Appropriate funding per Approved Budget for F.Y. 2011-2012. 23-59

Recommendation: Authorize the Chief Administrative Officer to enter into a contract with Siliac Contractors Corporation, dba Shawnan of Downey, CA for the amount of $171,294.00 for Filmore Street Rehabilitation Project. Authorize a contingency of $17,000. (10% of contract), and an amount not to exceed $8,000. for Contract Administration and Inspection fees. Funds to be provided from Gas Tax Funds under Account No. 04-525-3737-0922.

8.02 Consideration of an Extension to the Contract for Parking Citation Management Services with City of Inglewood. 60-95

Recommendation: Approve an extension of the contract for Parking Citation Management Services with City of Inglewood effective December 1, 2011 through November 30, 2012.

8.03 Consideration of Resolution of Protest Regarding Golden State Water Co. Water Rate Increase Application Pending before the California Public Utilities Commission. 96-100

Recommendation: Adopt the resolution.

8.04 Consideration of Reorganization of City Finance Functions. 101-105

Recommendation: The City Council to approve:

1. ***Elimination of the Department of Administrative Services and the position of Director of Administrative Services with attendant layoff of the incumbent employee; and***

2. ***Establishment of a Department of Finance, adoption of a job description for the position of Finance Director, and an interim appointment to the new position.***

IX. Public Hearing of the Planning Commission

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

9.01 Consideration of Resolution No. 2011-47 Approving Conditional Use Permit No. 2011-06 and a Determination of Public Convenience or Necessity (PCN) to Allow the Sale for Off-Premises Consumption of Beer and Wine for a Proposed Retail Grocery Located Within an Existing 4,000 Square Foot Building on an Existing 11,362 Square Foot Lot; Location: 6399 Atlantic Avenue within the C-3 Zoning District. 106-134

Recommendation: Review the application, the public hearing be conducted and adopt the resolution.

X. Communications From The Public

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

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

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

XI. Mayor and City Council Communications

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

XII. Adjournment

Next Regular Meeting, Wednesday, December 14, 2011 at 6:30 P.M.

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on November 18, 2011 Seventy-Two (72) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

Special Minutes of
Bell City Council

September 28, 2011
6:30 P.M.

Bell Community Center
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 6:33:07 PM.

Pledge of allegiance led by Vice Mayor Harber.

Roll call of City Council in their capacities as Councilmembers.

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

Communications From The Public on Closed Session Items

None.

Closed Session

6:34:12 PM The City Council and the related Authorities and Agencies recessed to a closed session to confer with legal counsel regarding the following matters:

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION; Initiation of litigation pursuant to Section 54956.9: (8)

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

PUBLIC EMPLOYEE APPOINTMENT : (Government Code Section 54957(b)(1))
Title: Interim Chief of Police

Councilman Valencia arrived at 6:43 PM.

7:33:34 PM City Council reconvened to open session.

7:33:39 PM City Attorney Aleshire reported the following out of closed session: discussed the two matters under anticipated litigation no reportable action taken; the appointment of the Interim Chief of Police was discussed, no reportable action was taken, however the City Council will adjourned to Thursday, September 29, 2011 at 12:00 PM for an interview; the remaining items were not discussed.

Adjournment

City Council meeting adjourned at 7:34:31 PM.

APPROVED THIS 22nd DAY OF NOVEMBER 2011.

_____
Ali Saleh, Mayor

ATTEST:

_____
Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 22nd day of November 2011 by the following vote.

AYES:

NAES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez, CMC, City Clerk

General

Warrants
for

November 9-22, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48707	11/08/11	111104	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY 11/11/11	229,806.08
48708	11/10/11	111104	VOID VOID-TEST PRINT	0.00
48709	11/10/11	111104	VOID VOID-TEST PRINT	0.00
48710	11/10/11	111104	AT&T TELEPHONE BILLING-10/2-11/1/11 6330 PINE AVE-MTA EQUIPMENT	41.86
48711	11/10/11	111104	AT&T MOBILITY TELEPHONE BILLING-9/21-10/20 POLICE CAR MODEMS/BELL P.D. TELEPHONE BILLING-9/21-10/20 POLICE CAR MODEMS	1,100.30
48712	11/10/11	111104	AT&T TELEPHONE BILLING-9/27-10/26 BELL P.D.	281.27
48713	11/10/11	111104	CALIFORNIA WATER SERVICE WATER BILLING-9/30-10/31/11 RICKBKE & EASTERN WATER BILLING-9/30-10/31/11 BNDNI-AMLAERHT	244.56
48714	11/10/11	111104	GOLDEN STATE WATER COMPANY WATER BILLING-9/27-10/24/11 6707 IRR BEAR AVE WATER BILLING-9/27-10/24/11 6707 BEAR AVE-LBP WATER BILLING-9/27-10/24/11 6707 FP BEAR AVE WATER BILLING-9/27-10/24/11 RIVER DR/SOUTHALL LN WATER BILLING-9/27-10/24/11 6500 FP WILCOX AVE WATER BILLING-9/27-10/24/11 4377 GAGE AVE WATER BILLING-9/27-10/24/11 ATLANTIC & GAGE WATER BILLING-9/27-10/24/11 4460 GAGE AVE WATER BILLING-9/27-10/24/11 3782 GAGE AVE WATER BILLING-9/27-10/24/11 6702 FP ORCHARD WATER BILLING-9/27-10/24/11 4403 GAGE AVE WATER BILLING-9/27-10/24/11 FLORENCE & CHANSLOR	3,002.81

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-9/27-10/24/11 FLORENCE & WALKER WATER BILLING-9/22-10/21/11 7006 WALKER AVE-RSAP	
48715	11/10/11	111104	GOLDEN STATE WATER COMPANY WATER BILLING-9/27-10/24/11 4200 GAGE AVE WATER BILLING-9/27-10/24/11 6301 CLARKSON AVE WATER BILLING-9/27-10/24/11 6250 PINE AVE-COMMUNITY CENTER WATER BILLING-9/27-10/24/11 6330 PINE AVE-CITY HALL WATER BILLING-9/27-10/24/11 5234 GAGE AVE WATER BILLING-9/27-10/24/11 6330 PINE AVE-CITY HALL	1,982.14
48716	11/10/11	111104	MAYWOOD MUTUAL WATER CO WATER BILLING-8/25-10/19/11 WILCOX/GAGE WATER BILLING-8/23-10/19/11 6240 ATLANTIC AVE WATER BILLING-8/25-10/19/11 5200 RANDOLPH ST WATER BILLING-8/25-10/19/11 GAGE/CASITAS LANDSCAPE WATER BILLING-8/23-10/19/11 4501,05,09 GAGE AVE	547.95
48717	11/10/11	111104	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-10/3-11/3 6590 WILCOX PED	87.18
48718	11/10/11	111104	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-10/23-11/22 BELL P.D.	3,659.94
48719	11/10/11	111104	U.S. POSTAL SERVICE POSTAGE METER REFILL	2,000.00
48720	11/10/11	111104	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6119-35	15,969.51
48721	11/10/11	111104	GOLDEN STATE WATER COMPANY WATER BILLING-9/27-10/24/11 6526 WILCOX AVE WATER BILLING-9/27-10/24/11 6420 WILCOX AVE WATER BILLING-9/27-10/24/11 ATLANTIC & BECK WATER BILLING-9/27-10/24/11 5320 GAGE AVE	1,321.69

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48722	11/18/11	111104	VOID VOID-TEST PRINT	0.00
48723	11/18/11	111104	VOID VOID-TEST PRINT	0.00
48724	11/18/11	111104	EMPLOYMENT DEVELOPMENT DEPT. UNEMPLOYMENT INSURANCE-3RD QTR	26,538.38
48725	11/18/11	111104	THE GAS COMPANY GAS BILLING-10/10-11/7/11 6704 ORCHARD AVE GAS BILLING-10/10-11/7/11 4357 GAGE AVE-SKATE PARK	67.42
48726	11/18/11	111104	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-10/7-11/9 6707 BEAR AVE	1,005.36
48727	11/22/11	111105	ALL ACTION SECURITY SECURITY GUARD SVCS-10/22&29	914.25
48728	11/22/11	111105	ALL AMERICAN HOME CENTER HARDWARE SUPPLIES-HANDY WORKER 5246 FLORENCE #157-M. PONCIANO HARDWARE SUPPLIES-HANDY WORKER 5246 FLORENCE #157-M. PONCIANO HARDWARE SUPPLIES-HANDY WORKER 5246 FLORENCE #19-I. PIMENTEL HARDWARE SUPPLIES-HANDY WORKER 5246 FLORENCE #157/M. PONCIANO	115.09
48729	11/22/11	111105	BETTY L. ATCHISON INSURANCE BENEFIT-NOV'11	75.00
48730	11/22/11	111105	AZTECA LANDSCAPE LANDSCAPE MAINT-OCT'11 MEDIANS & SLOPES	5,100.00
48731	11/22/11	111105	DAVID A. BASS CONSULTING SVCS-9/1-10/31/11 FY 2011-12 BUDGET BENEFIT ASSESSMENT RESERVES	902.50
48732	11/22/11	111105	BELCHER & ASSOCIATES INTERIM CHIEF OF POLICE DEPART 10/26-31/11 11/1-15/11	8,970.00
48733	11/22/11	111105	BELL SERVICE CENTER LUBE/OIL/FILTER-UNIT #308	28.31
48734	11/22/11	111105	BRADLEY'S PLASTIC BAGS MISC SUPPLIES-BELL P.D.	95.67

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48735	11/22/11	111105	ROLANDO CARRANZA REIMB POST-JUL'10-JUN'11	103.05
48736	11/22/11	111105	JOSE STEVE CARRERA REIMB POST-JUL'10-JUN'11	144.06
48737	11/22/11	111105	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-OCT'11	300.00
48738	11/22/11	111105	CITY OF INGLEWOOD CITATION COLLECTION SVC-MAY'11 CITATION COLLECTION SVC-JUN'11 CITATION COLLECTION SVC-AUG'11	5,017.54
48739	11/22/11	111105	GREGORY CLARK REIMB POST-JUL'10-JUN'11	325.74
48740	11/22/11	111105	JERRY CLINE INSURANCE BENEFIT-NOV'11	75.00
48741	11/22/11	111105	COMSERCO, INC. MAINTENANCE BILLING-NOV'11	1,071.00
48742	11/22/11	111105	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-OCT'11	96,389.66
48743	11/22/11	111105	COUNTY OF LOS ANGELES FY 11/12 STORMWATER CAMPAIGN	1,000.00
48744	11/22/11	111105	ARNE CROCE INTERIM CAO SVCS-11/1-15/11	7,000.00
48745	11/22/11	111105	DAILY JOURNAL CORP. HEARING PERMIT-CUP#2011-06	283.13
48746	11/22/11	111105	DOOLEY ENTERPRISES, INC. RANGE SUPPLIES-BELL P.D.	668.05
48747	11/22/11	111105	JAMES DOWDELL REIMB POST-JUL'10-JUN'11	31.20
48748	11/22/11	111105	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PROGRM 4874 GAGE AVE #33/P.SYLVA PAINT SUPPLIES-HANDYMAN PROGRM 5246 GAGE AVE #157/M.PONCIANO PAINT SUPPLIES-HANDYMAN PROGRM 4874 GAGE AVE#16/R.PEAOCH PAINT SUPPLIES-HANDYMAN PROGRM 4874 GAGE AVE #33/P.SYLVA PAINT SUPPLIES-HANDYMAN PROGRM 5246 GAGE AVE #157/M.PONCIANO	507.39
48749	11/22/11	111105	CYNTHIA ESQUIVEL	153.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REIMB POST-JUL'10-JUN'11	
48750	11/22/11	111105	NORDIS PARENTE BUSINESS CARDS-N. VALENCIA	48.94
48751	11/22/11	111105	LANCE FERRARI REIMB POST-JUL'10-JUN'11	429.94
48752	11/22/11	111105	FLATIRON CAPITAL 2011-2012 LIABILITY INSURANCE 5TH INSTALLMENT PAYMENT	23,305.45
48753	11/22/11	111105	GALLS UNIFORM-S. BELCHER UNIFORM EQUIPMENT-S. BELCHER	469.11
48754	11/22/11	111105	JESSE GARCIA REIMB POST-JUL'10-JUN'11	95.16
48755	11/22/11	111105	JOSE GARCIA REIMB POST-JUL'10-JUN'11	49.05
48756	11/22/11	111105	LINDA GLAU REIMB POST-JUL'10-JUN'11	60.69
48757	11/22/11	111105	MARISOL GODOY REIMB POST-JUL'10-JUN'11 SUBSISTENCE-12/5-9/11	61.52
48758	11/22/11	111105	GRAFFITI PROTECTIVE COATINGS GRAFFITI REMOVAL-SEP'11 MISC. LOCATIONS SIDEWALK STEAM CLEANING-SEP'11 FUEL SURCHARGE-SEP'11 BUS SHELTER CLEANING-SEP'11 FUEL SURCHARGE-SEP'11 STREET SWEEPING-SEP'11 FUEL SURCHARGE-SEP'11	38,008.43
48759	11/22/11	111105	BRIAN HAHN REIMB POST-JUL'10-JUN'11	28.19
48760	11/22/11	111105	HUNTINGTON PARK RUBBER BLACK FELT PAD-BELL P.D.	21.64
48761	11/22/11	111105	IJSS INC. DBA TONERZONE TONER CARTRIDGE-BELL P.D.	146.28
48762	11/22/11	111105	J. BERRY COMPANY, INC. A.C/MAINT REPAIR-PARK REPLACED MOTOR	556.76
48763	11/22/11	111105	GILBERT JARA SUBSISTENCE-12/12-16/11	50.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48764	11/22/11	111105	ART JIMENEZ REIMB POST-JUL'10-JUN'11	83.04
48765	11/22/11	111105	JOSE JIMENEZ REIMB POST-JUL'10-JUN'11	67.77
48766	11/22/11	111105	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 4874 GAGE AVE #26	325.00
48767	11/22/11	111105	LEAGUE OF CALIFORNIA CITIES REGISTRATION-11/30-12/2/11/RV	440.00
48768	11/22/11	111105	MARK LOGAN REIMB POST-JUL'10-JUN'11	40.96
48769	11/22/11	111105	ANTONIO LOPEZ SUBSISTENCE-12/5-9/11 REIMB POST-JUL'10-JUN'11	71.76
48770	11/22/11	111105	LOS ANGELES COUNTY MTA TAP BUS PASS SALES-7/1-31/11	4,485.80
48771	11/22/11	111105	LANNY MARQUEZ REIMB POST-JUL'10-JUN'11	170.05
48772	11/22/11	111105	MARSAN TURF & IRRIGATION TURF/IRRIGATION EQUIPMENT	27.19
48773	11/22/11	111105	ROEL MAZARIEGOS REIMB POST-JUL'10-JUN'11	170.05
48774	11/22/11	111105	BILL MCCULLAH REIMB POST-JUL'10-JUN'11	86.76
48775	11/22/11	111105	MEDINA CONSTRUCTION LANDSCAPING MAINT-NOV'11 CITY FACILITIES PW/GEN MAINT SVCS-NOV'11 LANDSCAPING MAINT-NOV'11 RIVER BED-GAGE TO LIVE OAK	24,175.00
48776	11/22/11	111105	ANTHONY MIRANDA REIMB POST-JUL'10-JUN'11	148.92
48777	11/22/11	111105	OLDTIMERS FOUNDATION PARATRANSIT SERVICES-OCT'11	36,385.00
48778	11/22/11	111105	ORANGE COUNTY SHERIFF'S DEPT TUITION-12/15/11 B.M & K.O. TUITION-12/5-9/11 M.L.	131.00
48779	11/22/11	111105	ORMORE TIME SYSTEMS TIMECARD MACHINE MAINT-C.CTR	750.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			TIMECARD MACHINE MAINT-VETS PK TIMECARD MACHINE MAINT-LB PK TIMECARD MACHINE MAINT-DEBS PK	
48780	11/22/11	111105	KURT OWENS REIMB POST-JUL'10-JUN'11	11.52
48781	11/22/11	111105	QUICK DISPENSE MISC SUPPLIES-C.H. MISC SUPPLIES-BELL P.D.	427.46
48782	11/22/11	111105	QUILL CORPORATION OFFICE SUPPLIES-C.CTR OFFICE SUPPLIES-ADMIN SVCS OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-BELL P.D.	2,143.50
48783	11/22/11	111105	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-SEP'11 T.S. RESPONSE CALLS-SEP'11	3,804.27
48784	11/22/11	111105	RODRIGO RODARTE REIMB POST-JUL'10-JUN'11	5.76
48785	11/22/11	111105	RSCC ENGINEERING, INC ENGINEERING SVCS-10/25-11/7/11 VARIOUS PROJECTS ENGINEERING SVCS-NOV'11	10,555.00
48786	11/22/11	111105	ALBERT RUSAS REIMB POST-JUL'10-JUN'11	44.64
48787	11/22/11	111105	MARK SANCHEZ REIMB POST-JUL'10-JUN'11	5.76
48788	11/22/11	111105	PATRICIA SANTACRUZ REFUND-HALL DEPOSIT 10/29/11	300.00
48789	11/22/11	111105	SIRCHIE FINGER PRINT LAB INC. MISC SUPPLIES-BELL P.D.	50.56
48790	11/22/11	111105	STANLEY PEST CONTROL CO PEST CONTROL-10/11 3700 GAGE AVE PEST CONTROL-10/11 6707 BEAR AVE PEST CONTROL-10/11 6326-6330 PINE AVE PEST CONTROL-10/11 6250 PINE AVE PEST CONTROL-10/11 6326-6330 PINE AVE PEST CONTROL-10/11 4357 GAGE AVE PEST CONTROL-10/11	434.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6526 WILCOX AVE PEST CONTROL-10/11 5320 GAGE AVENUE PEST CONTROL-10/11 7100 WALKER AVE PEST CONTROL 10/11 4400 GAGE AVE PEST CONTROL-10/11 4874 GAGE AVENUE	
48791	11/22/11	111105	UNIFIED TRANSLATION SERVICES INTERPRETING SVCS-10/26&11/11 CITY COUNCIL MEETINGS	600.00
48792	11/22/11	111105	JONATHAN WALKER REIMB POST-JUL'10-JUN'11	433.45
48793	11/22/11	111105	WELLS LOCK & KEY LOCKSMITH SVCS-C.H. SERVICE CALL, 2 KEYS CAR KEY-BELL P.D. 3 KEYS-BELL P.D. 3 KEYS-PUBLIC WORKS 9 KEYS-BELL P.D.	101.00
48794	11/22/11	111105	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-9/16-30/11	3,200.00
48795	11/22/11	111105	ZEE MEDICAL, INC. MEDICAL SUPPLIES-BELL P.D.	84.66
TOTAL	89 CHECKS			570,017.13
*W0000645	11/09/11	111106	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 11/11/11	9,891.68
W0000646	11/17/11	111106	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-PAYROLL 11/11/11 (NORMAL PAY)	60,316.85
TOTAL	2 WIRES			70,208.53
TOTAL				640,225.66

BCHA 1 -
Bell Community Housing Authority (Rental Units)

Warrants for

November 9-22, 2011

	CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
	1619	11/10/11	111124	VOID VOID-TEST PRINT	0.00
	1620	11/10/11	111124	VOID VOID-TEST PRINT	0.00
	1621	11/10/11	111124	GOLDEN STATE WATER COMPANY WATER BILLING-9/26-10/25/11 6327 PINE AVE-BCHA WATER BILLING-9/23-10/24/11 6419 PROSPECT AVE-BCHA	622.93
	1622	11/10/11	111124	MAYWOOD MUTUAL WATER CO WATER BILLING-8/23-10/19/11 6304 KING AVE WATER BILLING-8/25-10/19/11 5107 FILMORE ST	191.49
*	1627	11/18/11	111124	VOID VOID-TEST PRINT	0.00
	1628	11/18/11	111124	VOID VOID-TEST PRINT	0.00
*	1632	11/22/11	111125	JAVIER CASTILLO GARDENING SVCS-OCT'11 VARIOUS LOCATIONS	1,060.00
	1633	11/22/11	111125	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-11/1-30/11 FLORENCE VILLAGE MHP	5,400.00
	TOTAL		8 CHECKS		7,274.42

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

Warrants for

November 9-22, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1623	11/10/11	111134	THE GAS COMPANY GAS BILLING-10/7-11/4/11 4874 GAGE AVE-BMHP	676.02
1624	11/10/11	111134	GOLDEN STATE WATER COMPANY WATER BILLING-9/21-10/21/11 4874 GAGE AVE-BMHP WATER BILLING-9/21-10/21/11 4874 GAGE AVE-BMHP	6,153.43
1625	11/10/11	111134	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-10/1-11/3 4874 GAGE AVE-BMHP ELECTRICAL BILLING-9/28-10/29 5162 FLORENCE AVE-FVMHP	2,909.78
1626	11/10/11	111134	TRACT 180 WATER COMPANY WATER BILLING-9/1-10/31/11 5162 FLORENCE AVE-FVMHP WATER BILLING-9/1-10/31/11 5162 FLORENCE AVE-FVMHP WATER BILLING-9/1-10/31/11 5220 FLORENCE AVE-FVMHP WATER BILLING-9/1-10/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-9/1-10/31/11 5246 FLORENCE AVE-FVMHP WATER BILLING-9/1-10/31/11 5246 FLORENCE AVE-FVMHP	6,045.16
* 1629	11/18/11	111134	AT&T TELEPHONE BILLING-10/4-11/3/11 BMHP TELEPHONE BILLING-10/4-11/3/11 FVMHP	318.71
1630	11/18/11	111134	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-NOV'11 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-NOV'11 5162 FLORENCE AVE-FVMHP WASTE/RECYCLING SVCS-NOV'11 5246 FLORENCE AVE-FVMHP	5,971.38
1631	11/18/11	111134	THE GAS COMPANY GAS BILLING-10/10-11/7/11 6503 WILCOX AVE-BMHP GAS BILLING-10/11-11/8/11 5162 FLORENCE AVE-FVMHP	875.37
* 1634	11/22/11	111135	ALL AMERICAN HOME CENTER HARDWARE SUPPLIES-FVMHP	39.06
1635	11/22/11	111135	FIRST CHOICE	181.18

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MISC SUPPLIES-BMHP MISC SUPPLIES-FVMHP	
1636	11/22/11	111135	JAIME MORA LEPE JANITORIAL SVCS-SEP'11 BELL MHP/FLORENCE VILLAGE MHP JANITORIAL SVCS-OCT'11 BELL MHP/FLORENCE VILLAGE MHP	2,080.00
1637	11/22/11	111135	CHRISTINA PENA PETTY CASH REIMB-BCHA	67.00
TOTAL		11 CHECKS		25,317.09

ALESHIRE & WYNDER LLP
ATTORNEYS AT LAW

MEMORANDUM

TO: **HONORABLE MAYOR SALEH AND MEMBERS OF THE BELL CITY COUNCIL**

FROM: **DAVID J. ALESHIRE**

DATE: **NOVEMBER 11, 2011**

RE: **CONFLICT WAIVER CONCERNING THE ATTORNEY GENERAL LITIGATION**

As you are aware, for several months now an issue has been pending as to completing a conflict waiver process in relation to Aleshire & Wynder's ("A&W") substituting for Meyers Nave in a litigation matter referred to as the "Attorney General Litigation." Councilwoman Ana Maria Quintana and I had been working to develop a conflict waiver letter. Ultimately, we could not agree on the language of the letter and there were two versions of the letter virtually identical except for disagreement over language stating that BASTA did not consider itself to be adverse to the City.

The Council instructed staff to see if Meyers Nave was willing to continue with its representation of the City in these matters. They agreed but only if their rates could be increased to $325 per hour. Due to lengthy agendas, we were unable to come back to the Council for additional direction and now considerable time has passed.

Several developments have occurred. The Attorney General has appealed the dismissal of their litigation. Mr. Rizzo and Angela Spaccia have sued the City. It appears that it would be most efficient if the same attorneys represented the City in the AG and Rizzo matters, as many of the factual issues are the same and similar legal issues arise.

As we have become more aware of the City's legal affairs, we see great complexities in the various legal matters including the AG matters, claims against the Bell 8, the financial matters including the SEC matters and Dexia, and the legal malpractice matters. If the City were to end up with multiple law firms handling these matters at $325 per hour or more, we foresee great legal expense and a potential lack of coordination of the City's legal affairs.

I have spoken with representatives of BASTA about the language in the Quintana version of the conflict letter, and they have urged that this issue be resolved, and that they are not opposed to the Quintana version.

I believe the continued indecision over this issue is not good for the City and that having multiple law firms involved will confuse the defense of the City in these legal matters. For example there are new claims and lawsuits to respond to by Rizzo, Spaccia and Randy Adams, some within the next 30 days. Accordingly, I will sign Councilmember Quintana's version and we will undertake the representation of these matters should that be your wish. I apologize for the difficulties and delay in resolving this.

ALESHIRE & WYNDER LLP
ATTORNEYS AT LAW

Respond to Irvine
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November 17, 2011

Arne Croce, Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, CA 90201

Re: Conflict Waiver Regarding: People of the State of California v. Robert Rizzo, et al.,; Los Angeles County Superior Court, Case No.: BC445497

Dear Mr. Croce:

On July 28, 2011 Aleshire & Wynder ("A&W") was appointed as City Attorney for the City of Bell ("Bell" or the "City"). Prior to this, in September 2010, the California Attorney General ("AG") initiated litigation against Bell and a number of then current and former Bell officials, including Robert Rizzo, Pier'Angela Spaccia, Randy Adams, Oscar Hernandez, Teresa Jacobo, George Cole, Victor Bello and George Mirabal. The AG's lawsuit made various claims, including that those officials engaged in certain illegal activities that caused harm to Bell and its residents by paying themselves excessive salaries. The AG also included the City as a defendant.

The underlying AG litigation was dismissed, according to the publicly available records that we have reviewed, on July 26, 2011 after the AG failed to plead a valid cause of action against the defendants in the lawsuit. The remaining portions of the case include: (i) demands for costs against the State by the defendants, (ii) the City's cross-complaint against Mr. Rizzo for improperly paying himself an excessive salary and for the Court to determine that he is not entitled to payment of his legal fees and defense costs in the case from the City, and (iii) cross-complaints by other defendants concerning payment of their legal fees and defense costs by the City because they were sued by the AG in their official and personal capacities.

Based on the court records we have reviewed, we anticipate that a jury trial might be necessary to determine if the City is responsible for the payment of the individual defendants' legal fees and defense costs because they were sued by the AG in their official and personal capacities. The City's exposure to these claims for legal fees and defense costs likely exceeds $1 million.

As you know, A&W formerly represented BASTA, a Bell-based community group that helped lead the recall against the officials named in the AG's lawsuit. In that representation, A&W reviewed a declaration by current Bell Mayor Ali Saleh, who at the time was a private

citizen and member of BASTA. The Attorney General, as a part of their action sought to have a monitor appointed to monitor the City's actions until the March election, as all of the then serving councilmembers were subject to election or recall. The Attorney General obtained the declarations of the only unindicted councilmember, Lorenzo Velez, and Mr. Saleh in support of appointment of the monitor. The motion to appoint a monitor was not granted and has become moot with the successful election of a new council.

Aleshire & Wynder wishes to disclose its prior representation of BASTA and Mr. Saleh to the Council. We have done this extensively in a letter dated June 22, 2011 which describes the services we provided to BASTA and Mr. Saleh, and we incorporate that letter by reference and will not repeat its contents. Additionally, we have obtained a letter from our former client, BASTA, acknowledging that we have been retained as Bell's City Attorney and will not in the future represent BASTA. The Council may wish to have A&W handle these matters, which with the dismissal of most of the original causes of action brought by the Attorney General now consist primarily of claims by the City against former officials and counterclaims by the public officials. Accordingly, we are writing to give the Bell City Council the opportunity to give its informed written consent to our firm's representation of Bell in the AG litigation should the City Council choose to have us handle the matter, given that BASTA is a former client of A&W and because BASTA assisted the AG against Bell. This may be compelled under the ethical rules governing the conduct of attorneys in California, if we, as BASTA's attorneys, are considered to have been adverse to Bell.

The California Rules of Professional Conduct provide in relevant part as follows:

> Rule 3-310(C): A member shall not, without the informed written consent of each client:..
>
> (3) Represent a client in a matter and at the same time in a separate matter accept as a client a person or entity whose interest in the first matter is adverse to the client in the first matter.
>
> Rule 3-310(E): A member shall not, without the informed written consent of the client or former client, accept employment adverse to the client or former client where, by reason of the representation of the client or former client, the member has obtained confidential information material to the employment.

With regard to Rule 3-310(C), our proposed representation of Bell in connection with the AG's litigation described above will not result in our representing Bell and BASTA at the same time or in the same matter.

Therefore, and since we have a professional duty of undivided loyalty to our clients, given A&W's past representation of BASTA, we need the informed written consent of both BASTA and Bell before we can represent Bell in the above captioned AG litigation.

With reference to Rule 3-310(E), we have not obtained any confidential information from BASTA that would be material to the above described litigation in which we would represent Bell, or from Bell that would be material to our representation of BASTA in other non-related matters. The Declaration which we assisted the Attorney General and Mr. Saleh in preparing is attached as Exhibit B and parallels that of the existing Councilmember Velez. We had no information relevant to the AG monitoring litigation not publicly disclosed in this Declaration.

However, the parties may believe we have or may receive such material confidential information in the future as suggested by an opinion obtained by the City from Rocca Haas Hager, LLP. Consequently, before representing Bell in the above captioned AG lawsuit, we request each entity's informed written consent. There is no dual representation as our pro bono BASTA representation ceased with the successful recall (see Exhibit A). In connection with our proposed representation of Bell in this matter and to assist you in determining whether or not to consent to such representation, we do not anticipate any actual or reasonably foreseeable adverse effects upon Bell by reason of our proposed representation of Bell. We will continue to zealously represent the interest of Bell in any and all matters.

We also commit, as we would with any client, to, at a minimum, seek any additional waivers necessary if, in the future, an actual conflict should arise between Bell and BASTA, within the meaning of California Rules of Professional Conduct Rule 3-310(C). Likewise, we would, at a minimum, consult in good faith with Bell and BASTA about standard measures to protect confidentiality in the unlikely event that a conflict should arise between them.

We request that Bell consider this written request carefully. You may wish to confer with independent legal counsel regarding this consent, and should feel free to do so. If, after reviewing and considering the foregoing, Bell consents to our representation of it in the above captioned lawsuit, please sign the enclosed copy of this letter and return it to me as soon as possible.

Please do not hesitate to call me if you have any questions or concerns about the foregoing.

Very truly yours,

ALESHIRE & WYNDER, LLP

David J. Aleshire

DJA:sgf

01135/0001/0.0

The City of Bell consents to the representation described above.

_____ Dated_____
By: Mayor, Ali Saleh

_____ Dated_____
By: Vice Mayor, Danny Harber

_____ Dated_____
By: Councilwoman, Violeta Alvarez

_____ Dated_____
By: Councilwoman Ana Maria Quintana

_____ Dated_____
By: Councilman, Nestor Valencia

City of Bell
Agenda Report

DATE: November 22, 2011

TO: Mayor and Members of the City Council

FROM: Carlos Alvarado, City Engineer

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Bid Result for Filmore Street Rehabilitation Project - Heliotrope Ave. to Wilcox Ave. – Project No. 04-525-3737-0922 – Appropriate funding per Approved Budget for F.Y. 2011-2012

RECOMMENDATION:

Authorize the Chief Administrative Officer to enter into a contract with Siliac Contractors Corporation, dba Shawnan of Downey, CA for the amount of $171,294.00 for Filmore Street Rehabilitation Project. Authorize a contingency of $17,000. (10% of contract), and an amount not to exceed $8,000. for Contract Administration and Inspection fees. Funds to be provided from Gas Tax Funds under Account No. 04-525-3737-0922.

BACKGROUND:

The City engineer's Office completed the Plans and Specifications for the Filmore Street I improvement project. These improvements involved the construction of new asphalt overlay, curb, gutter, sidewalk, driveways, handicap ramps and striping. The project is proposed to be completed within 45 working days.

After Plans and Specifications were completed, bids were solicited and, on November 14, 2011 at 11:00 a.m. in the Office of the City Clerk, bids were opened. Eight (8) sealed bids were submitted with the following results:

	CONTRACTOR	AMOUNT
1.	SILIAC CONTRACTORS CORP. DBA SHAWNAN Downey, CA	$171,294.00
2.	SYLVIA CONSTRUCTION CO. Rancho Cucamonga, CA	$192,161.20
3.	NOBEST, INC. Garden Grove, CA	$194.001.00
4.	SUPERIOR PAVING, INC.	$197,138.49

AGENDA ITEM NO. 8.01

La Mirada, CA

5. EXCEL PAVING CO., INC. $206,097.50
   Long Beach, CA

6. SEQUEL CONTRACTORS, INC. $206,199.00
   Santa Fe Springs, CA

7. HARDY & HARPER, INC. $216,000.00
   Santa Ana, CA

8. GENTRY BROTHERS, INC. $219,246.50
   Irwindale, CA

Siliac Contractors Corp. dba Shawnan of Downey, CA has submitted the lowest bid in the amount of $171,294. This company possesses a current contractor's license with the State of California License Board and has performed previously satisfactory work in Bell.

FISCAL IMPACT:

The City Engineer forecasted a construction estimate in the amount of $225,000. The City Solicited bids and the low bid is $171,294. for the project. The City Engineer also requests a ten percent (10%) contingency of $17,000. The City Engineer also requests an amount not to exceed $8,000. for additional engineering costs related to the inspection and administration during construction. The City has incurred total design engineering and surveying costs associated with the project of $23,270. If the contingency is utilized and since the low bid is below the initial estimate, the total cost of the project is $219,564. Adequate funds for the project are included in account: 04-525-3737-0922.

ATTACHMENTS

Bid Analysis
Contract Services Agreement

CITY OF BELL

FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE

PROJECT # 04-525-3737-0922

BID ANALYSIS

SHAWNAN , INC- DOWNEY CA					
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$14,900.00	$14,900.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$42.00	$2,100.00
3	25	CY	Compacted Selected Fill	$34.00	$850.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$1.00	$10,630.00
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$72.00	$26,640.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$6.00	$21,174.00
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$30.00	$43,800.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$11.00	$15,400.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$500.00	$4,000.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$400.00	$14,000.00
11	2	Ea.	Remove existing tree	$2,000.00	$4,000.00
12	2	Ea.	Adjust manhole frame & cover to grade	$1,000.00	$2,000.00
13	8	LS	Adjust existing tree well complete	$100.00	$800.00
14	1	LS	Paint House number on Curb	$1,000.00	$1,000.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$6,000.00	$6,000.00
16	1	LS	Install Offset Centerline ties	$4,000.00	$4,000.00
			TOTAL AMOUNT THIS PROPOSAL		**$171,294.00**

PREPARED BY : R.S.C.C.

CITY OF BELL
FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE
PROJECT # 04-525-3737-0922
BID ANALYSIS

SYLVIA CONSTRUCTION CO. - RANCHO CUCAMONGA

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$6,400.00	$6,400.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$113.00	$5,650.00
3	25	CY	Compacted Selected Fill	$129.00	$3,225.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.59	$6,271.70
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$101.00	$37,370.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$4.50	$15,880.50
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$41.25	$60,225.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$6.84	$9,576.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$345.00	$2,760.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$800.00	$28,000.00
11	2	Ea.	Remove existing tree	$1,196.00	$2,392.00
12	2	Ea.	Adjust manhole frame & cover to grade	$1,300.00	$2,600.00
13	8	LS	Adjust existing tree well complete	$547.00	$4,376.00
14	1	LS	Paint House number on Curb	$1,474.00	$1,474.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$3,621.00	$3,621.00
16	1	LS	Install Offset Centerline ties	$2,340.00	$2,340.00
			TOTAL AMOUNT THIS PROPOSAL		**$192,161.20**

CITY OF BELL
FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE
PROJECT # 04-525-3737-0922
BID ANALYSIS

NOBEST, INC – GARDEN GROVE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$24,600.00	$24,600.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$40.00	$2,000.00
3	25	CY	Compacted Selected Fill	$40.00	$1,000.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.50	$5,315.00
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$116.00	$42,920.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$4.00	$14,116.00
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$45.00	$65,700.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$6.00	$8,400.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$400.00	$3,200.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$500.00	$17,500.00
11	2	Ea.	Remove existing tree	$1,200.00	$2,400.00
12	2	Ea.	Adjust manhole frame & cover to grade	$1,295.00	$2,590.00
13	8	LS	Adjust existing tree well complete	$70.00	$560.00
14	1	LS	Paint House number on Curb	$400.00	$400.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$2,500.00	$2,500.00
16	1	LS	Install Offset Centerline ties	$800.00	$800.00
			TOTAL AMOUNT THIS PROPOSAL		**$194,001.00**

FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE

PROJECT # 04-525-3737-0922

BID ANALYSIS

SUPERIOR PAVING , INC. - LA MIRADA

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$6,000.00	$6,000.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$242.00	$12,100.00
3	25	CY	Compacted Selected Fill	$212.00	$5,300.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.90	$9,567.00
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$166.50	$61,605.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$2.81	$9,916.49
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$26.45	$38,617.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$3.33	$4,662.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$402.00	$3,216.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$900.00	$31,500.00
11	2	Ea.	Remove existing tree	$920.00	$1,840.00
12	2	Ea.	Adjust manhole frame & cover to grade	$450.00	$900.00
13	8	LS	Adjust existing tree well complete	$200.00	$1,600.00
14	1	LS	Paint House number on Curb	$690.00	$690.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$5,600.00	$5,600.00
16	1	LS	Install Offset Centerline ties	$4,025.00	$4,025.00
			TOTAL AMOUNT THIS PROPOSAL		**$197,138.49**

CITY OF BELL
FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE
PROJECT # 04-525-3737-0922
BID ANALYSIS

EXCEL PAVING COMPANY, INC – LONG BEACH

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$13,000.00	$13,000.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$192.00	$9,600.00
3	25	CY	Compacted Selected Fill	$137.00	$3,425.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.30	$3,189.00
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$107.00	$39,590.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$3.50	$12,351.50
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$38.70	$56,502.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$10.00	$14,000.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$425.00	$3,400.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$1,100.00	$38,500.00
11	2	Ea.	Remove existing tree	$1,200.00	$2,400.00
12	2	Ea.	Adjust manhole frame & cover to grade	$505.00	$1,010.00
13	8	LS	Adjust existing tree well complete	$150.00	$1,200.00
14	1	LS	Paint House number on Curb	$1,600.00	$1,600.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$3,930.00	$3,930.00
16	1	LS	Install Offset Centerline ties	$2,400.00	$2,400.00
			TOTAL AMOUNT THIS PROPOSAL		**$206,097.50**

CITY OF BELL

FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE

PROJECT # 04-525-3737-0922

BID ANALYSIS

SEQUEL CONTRACTORS, INC. – SANTE FE SPRINGS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$37,600.00	$37,600.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$10.00	$500.00
3	25	CY	Compacted Selected Fill	$100.00	$2,500.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.50	$5,315.00
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$93.00	$34,410.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$6.00	$21,174.00
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$35.00	$51,100.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$10.00	$14,000.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$400.00	$3,200.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$600.00	$21,000.00
11	2	Ea.	Remove existing tree	$1,800.00	$3,600.00
12	2	Ea.	Adjust manhole frame & cover to grade	$1,000.00	$2,000.00
13	8	LS	Adjust existing tree well complete	$200.00	$1,600.00
14	1	LS	Paint House number on Curb	$700.00	$700.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$5,000.00	$5,000.00
16	1	LS	Install Offset Centerline ties	$2,500.00	$2,500.00
			TOTAL AMOUNT THIS PROPOSAL		**$206,199.00**

CITY OF BELL
FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE
PROJECT # 04-525-3737-0922
BID ANALYSIS

HARDY AND HARPER, INC – SANTA ANA

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$30,000.00	$30,000.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$50.00	$2,500.00
3	25	CY	Compacted Selected Fill	$50.00	$1,250.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.50	$5,315.00
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$111.00	$41,070.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$5.34	$18,844.86
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$30.30	$44,238.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$7.89	$11,046.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$500.00	$4,000.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$1,000.00	$35,000.00
11	2	Ea.	Remove existing tree	$1,500.00	$3,000.00
12	2	Ea.	Adjust manhole frame & cover to grade	$500.00	$1,000.00
13	8	LS	Adjust existing tree well complete	$300.00	$2,400.00
14	1	LS	Paint House number on Curb	$6,000.00	$6,000.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$6,000.00	$6,000.00
16	1	LS	Install Offset Centerline ties	$4,336.14	$4,336.14
			TOTAL AMOUNT THIS PROPOSAL		**$216,000.00**

CITY OF BELL
FILMORE AVENUE STREET REHABILITATION PROJECT FROM HELIOTROPE AVE TO WILCOX AVE
PROJECT # 04-525-3737-0922
BID ANALYSIS

GENTRY BROTHERS, INC - IRWINDALE					
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Clearing and Grubbing	$66,000.00	$66,000.00
2	50	CY	Earthwork, Roadway Excavation & Fill	$50.00	$2,500.00
3	25	CY	Compacted Selected Fill	$30.00	$750.00
4	10,630	SF	0.17-foot Cold Mill AC Pavement	$0.75	$7,972.50
5	370	Ton	Construct 2.0-Inches thick pavement Overlay ARHM-GG-C (PG 64-16) as indicated on Plans	$100.00	$37,000.00
6	3,529	LF	Construct 4-inch Thick PCC Sidewalk per APWA STd. Plan 113-2	$6.00	$21,174.00
7	1,460	SF	Remove and Construct PCC 6-inch Curb and 24-inch Gutter. Per APWA Std Plan 120-2	$30.00	$43,800.00
8	1,400	SF	Remove and Construct PCC Driveway Approach - 6" Thick Per APWA Std Plan 110-1	$6.50	$9,100.00
9	8	Ea.	Install Raised Truncated Dome Detectable Warning Surface	$300.00	$2,400.00
10	35	Ea.	Install 36-Inch Box Parkway Tree (Podocarpus Gracilior with 60 day maintenance)	$500.00	$17,500.00
11	2	Ea.	Remove existing tree	$1,000.00	$2,000.00
12	2	Ea.	Adjust manhole frame & cover to grade	$300.00	$600.00
13	8	LS	Adjust existing tree well complete	$100.00	$800.00
14	1	LS	Paint House number on Curb	$650.00	$650.00
15	1	Ea	Install Traffic Striping, Pavement Markers & Aappurtenances	$5,000.00	$5,000.00
16	1	LS	Install Offset Centerline ties	$2,000.00	$2,000.00
			TOTAL AMOUNT THIS PROPOSAL		**$219,246.50**

PREPARED BY : R.S.C.C.

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

SIALIC CONTRACTORS CORPORATION

DBA SHAWNAN

For

FILMORE STREET REHABILITATION PROJECT

FROM HELIOTROPE AVE. TO WILCOX AVE.

PROJECT NO. 04-525-3737-0922

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND
SILIAC CONTRACTORS CORP. DBA SHAWNAN

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this 22 day of November 2011 by and between the City of Bell, a municipal corporation ("City") and Siliac Contractors Corp. dba Shawnan, ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." "). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services

contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

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

1.8 **Prevailing Wages.**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for

36

each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed $171,294.00 (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

SHAWN A. SMITH	PRESIDENT
(Name)	(Title)
JOHN A. SMITH	SECRETARY, TREASURER AND MANAGER
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. 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 Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

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

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

5.2 General Insurance Requirements.

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

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

CANCELLATION:

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

[to be initialed] _____
Agent Initials

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that

the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

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

5.3 Indemnification.

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

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

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

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

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's

obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed

communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

_____
Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

CONTRACTOR:

_____

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____

_____

_____

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Filmore St. Rehabilitation from Heliotrope Ave. to Wilcox Ave.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A. Filmore – Heliotrope to Wilcox – Asphalt Overlay with Curb and Gutter and Handicap Ramps per Plans and Specifications Dated October 18, 2011.

III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

A. Filmore – Heliotrope to Wilcox, Daily Work Activity.

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

V. Contractor will utilize the following personnel to accomplish the Services:

A. Siliac Contractors Corporation dba Shawnan.

B. Quality First Concrete – Subcontractor .

C. P.C.I. – Subcontractor.

D. Star Landscape – Subcontractor.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

NOT APPLICABLE

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	TIME	SUB-BUDGET
A.	**Task A (Filmore St.)**	_____	**45 Calendar Days**	$171,294.00
B.	**Task B**	_____	_____	_____
C.	**Task C**	_____	_____	_____
D.	**Task D**	_____	_____	_____
E.	**Task E**	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

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

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

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

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

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

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

V. The total compensation for the Services shall not exceed $171,294.00, as provided in Section 2.1 of this Agreement.

VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with the following schedule:

		Days to Perform	Deadline Date
A.	Task A (Filmore St.)	45 Calendar Days	Open: Until Work is approved

II. Contractor shall deliver the following tangible work products to the City by the following dates.

A. Filmore-Complete A.C. Overlay, Curb, Gutter, Handicap Ramp and Driveways where indicated.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

SAMPLE

	Task	Performance Date
1.	Needs Assessment and Timeline (may vary based upon on-site meetings). Includes timeline approval, statistics from current website due, department listing from client.	1-2 weeks from initial timeline meeting
2.	Website Design and Navigation Architecture. Includes main navigation and standards meeting, main navigation and standards worksheet due, pictures due, initial design meeting, initial content meeting, content process meeting, website design comp due to client, initial design feedback meeting, and design approval.	2-3 weeks
3.	Site Development and Module Setup (varies based upon development options). Includes wireframe due	2-3 weeks
4.	Content Development (varies based upon amount of content). Includes content worksheets due, content starts, content development completed, content finalized and approved.	5-6 weeks
5.	Reviews and testing.	2 weeks
6.	Training.	1 week
7.	Final Review and Test.	1-2 weeks
8.	Marketing.	1 week
9.	Go Live.	1 week
	Total (maximum)	21 weeks (22 weeks)

[Put in Phase numbers and approximate dates.]

City of Bell
Agenda Report

DATE: November 22, 2011

TO: Mayor and Members of the City Council

FROM: Ana L. Gutierrez, Senior Management Analyst

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approval of an Extension to the Contract for Parking Citation Management Services with City of Inglewood.

RECOMMENDATION:

That the City Council consider and approves an extension of the contract for Parking Citation Management Services with City of Inglewood effective December 1, 2011 through November 30, 2012

BACKGROUND:

The City of Bell entered into an agreement with City of Inglewood in December 11, 2007 for Parking Citation Services. This allowed the use of Inglewood Citations Management Services (ICMS) which include the production and mailing of courtesy and delinquency notices, use of telephone payment system, collection of delinquent citations through notices and liens with the State of California Department of Motor Vehicles and with the Franchise Tax Board offices. The original term of agreement 07-134 was for three years starting December 1, 2007 through November 30, 2010, with two one year options to extend the agreement through November 30, 2012. The first extension was approved in July 2011 for services through November 30, 2011. The City of Inglewood intents to propose a long-term contract. In the meantime, the City has the option to exercise the last extension of this agreement with no changes to services provided, costs, or terms.

The parking citation processing service was originally started in April 2001 and has been highly cost effective. The services for telephone payments is paid for by an end user convenience fee and delinquent collection services are paid for by cost of collection penalty fees. The City issues approximately 8,925 citations per year, the total revenue for FY 2010-2011 was of $391,145.00.

City of Inglewood continues their government-to government services to sixty (60) agencies; such as Berkeley, Burbank, Compton, Gardena, Lynwood, Norwalk, Sacramento, San Diego, and Torrance.

City of Inglewood

Inglewood Citation Management Services

Inglewood
All-America City
2009

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

October 13, 2011

Ana Hernandez-Gutierrez, Management Analyst
City of Bell
Police Department
6330 Pine Street
Bell, CA 90201

Subject: Service Agreement Renewal

Dear Mrs. Ana :

Your current service agreement for parking citation processing was approved under City of Inglewood agreement 07-134 effective December 11, 2007. The current term of the agreement will terminate November 30, 2011. Your agreement has an option for an additional one year extension and it is our understanding you wish to exercise your extension.

The attached change notice is presented for your review and approval. This will confirm your city's decision to extend your agreement for one year through November 30, 2012. There are no changes to your services, rates or other terms. Please indicate your City's approval by signing two (2) original change notices and returning one signed original to our office at the following address:

City of Inglewood
Parking & Outsource Services
Attn: Esmeralda Navarro
PO Box 4367
Inglewood, CA 90309

We also need to schedule a conference call at your convenience to review your level of satisfaction with our service, suggestions for improvements in services and/or systems and your options for renewing services beyond the end of this year's service. Please call me at (310) 412-4270 or email me at DViereck@cityofinglewood.org to schedule your conference call.

We appreciate the City of Bell's continued participation in the Inglewood Citation Processing Services (ICMS) program and look forward to serving you in the future.

Sincerely,

Dean Viereck
Manager Parking & Outsource Services

Service Agreement Change Notice

ISSUED BY:

Parking & Outsource Services Department
Inglewood Citation Management Services
P.O. Box 4367
Inglewood, CA 90309
Attn: Dean Viereck, Manager

Contract No.
007-134 dated
12/11/2007

Change Notice:
No. 11-001

Requisition No.:
N/A

Effective Date:
12/1/2011

Contract Title:

Parking Citation Management Services for City of Bell

Reference Document Attached:
Exhibit A schedule of current services and rates.

Contract Adjustment:

The Contract Amount is:
_X_ Not Changed ____ Increased ___ Decreased

In the total amount of: $

Contract Term:

The Contract Time is:

X Increased ____ Decreased ___ Not Changed

Revised Contract Expiration Date is: 11/30/2012

Description of Change:

Authorize the extension of the Citation Processing and Collections Service Agreement between City of Inglewood and City of Bell an additional 12 month period of December 1, 2011 through November 30, 2012.

Contract Authority for Change:

Agreement 07-134 authorizes renewing contract for an additional 12 months. This change notice confirms extension.

Background Information: (If needed)

Client Agencies have the option to extend services and add services during the term of the ICMS citation processing and collections service agreement. The City of Bell has requested the current service agreement be extended and is not changing any services at this time.

SIGNATURES:

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

Accepted By:	Accepted By:
CONTRACTOR: CITY OF INGLEWOOD, CA By: _____ DEAN VIERECK, MANAGER PARKING & OUTSOURCE SERVICES By: _____ MICHAEL D. FALKOW ASSISTANT CITY MANAGER	CLIENT AGENCY: CITY OF BELL By: _____ _____ PRINT NAME _____ TITLE

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

EXHIBIT A

Client: City of Bell (as of 12/01/2011)		
Citation Processing 10 K to 50K Citations per Year	**Rates (12)**	**Selected**
Citation Processing		
Citation Processing (2)	$1.56	YES
Customer Services		
Manual Citation Imaging/Data Entry	$.25	NO
Postage, printing & handling - Postcard Type Notice (3)	$.39	YES
Postage, printing & handling - Postcard Type Delq. Notice (3)	$.39	YES
Postage, printing & handling - Letter Type Notice (3)	$.64	NO
Postage, printing & handling - Letter Type Delq. Notice (3)	$.64	YES
Customer Service - per citation entered (4)	$.23	NO
Administrative Support - per citation entered (4)	$.42	NO
Lockbox Processing - per payment processed (5)	$.42	NO
Lockbox Payment Adjustment (5)	$.42	NO
Payment Exception Processing (6)	$.19	NO
Phone Payments - Client's Merchant Acct (7)	$1.09	YES
Phone Payments - Duncan Merchant Acct (8)	$2.76	NO
Phone Payments - Duncan Merchant & Bank Acct (9)	$3.00	NO
Internet Payments - Client's Merchant Acct (7)	$1.09	NO
Internet Payments - Duncan Merchant Acct (8)	$2.76	NO
Internet Payments - Duncan Merchant & Bank Acct (9)	$3.00	NO
AutoPROCESS Lockdown by IP Address	$250.00 per mo	NO
Obtain RO From DMV		
Obtain California Registration information (10)	At Cost	YES
Obtain Out-of-State Registration information (10)	$.98 to $4.50	YES
Collection Services (11)		
FTB "Limited" Service	15% + $3.00	NO

FTB Full-Service	35%	NO
Comprehensive Collection Services	35%	YES
Civil Filing Collection Services	45%	NO
Hosted Software Subscription Services	**Categories**	
a. Citation Processing System Multi-Media Integration with 2 GB storage and requires AutoCITE X3 with digital camera and voice recorder and hosted AutoISSUE (14)	$2,500 setup $250/mo	Quote
b. Hosted Website for Violator View of Citation Images with payment forms and requires multi-media service. (14)	$1,500setup $150/mo	Quote
c. Hosted Website for Violator Online Administrative Review Request including workflow processing and document upload (14)	$2,500 setup $135/mo	Quote
d. Hosted Website for Violator Online Administrative Hearing Request including workflow processing and document upload. (14)	$2,500 setup $150/mo	Quote
e. Correspondence Image Capture and Workflow Using DocuPeak™ hosted application platform and ScanBench (15)	$2,000 setup $315/mo	Quote
f. Management Web Service Dashboard with standard 4 data fields (14)	$1,500 setup $215/mo	Quote
g. Multi-Media -- Additional Storage Capacity 5 GB (14)	$115/mo	Quote
h. Online Parking Permit Renewal or Purchase (14)	Quote	Quote
Other Equipment - (13)		
PC Equipment	Cost + 10%	Quote
Handheld Citation Writer - Duncan Solutions AutoCite X3	10% Discount	Quote
Parking Meters	10% Discount	Quote
Kiosk for Self Service		Quote
Automated License Plate Recognition (LPR) Equipment		Quote
Cashier Module Equipment and Customization (12)		Quote

Other Services - Scope of Work/Quote Required (16)		
Dedicated Customer Service Staff		Quote
Correspondence Administrative Review Temp Services		Quote
Onsite Technical Staff		Quote
Payment Courier Service Charge per Bank Delivery) (18)	TBD	Quote
Custom Programming (plus travel + expenses)	$125/hr	Quote
Parking Permit Processing (13)		Quote
Auxiliary Mail Payment Processing Services		Quote
Automated License Plate Recognition Services		Quote
Boot and/or Tow Program Services		Quote
On-street Parking Meter Management Services		Quote
On-street Parking Enforcement Services		Quote
Off-street Parking Enforcement Services		Quote

NOTES

1. Each Client approves a contract with Inglewood for reimbursement of cost of citation processing services based on the Client's service level and volume. Clients can modify their scope of services to add or stop individual services by issuing written change notice to ICMS. Fees for services in Exhibit A include all Inglewood direct cost, administrative costs to and indirect costs for providing citation management services. See notes for additional details about fees and administrative charges.
2. The fee for use of the AutoPROCESS System is a transaction charge per citation processed. The rate charged is dependent on the Clients annual citation volume. Determination of "volume" is based on a Client's citations processed during the prior calendar year.
3. Rates for notice printing and mailing include postage at the current prevailing rate. This service fee will be adjusted to offset any increase in the standard U.S. first class postage

rate in the future. Client will be notified of postal rate changes and the impact on service fees for letter and post card notices as they occur.

4. Customer service is an optional service with charges based fixed fee per total citations processed. Two (2) levels of service are available. If Client select the Administrative Support level, the Client shall receive the following services: call center services with a toll free number for violators to call with citation inquiries, interactive voice response service for inquiry on outstanding citations and frequently asked questions, correspondence services including processing of all in-bound correspondence from customers, scheduling of administrative review and hearing requests and resolution of, administrative reviews when required and online forms for customers' correspondence.
5. Lockbox payment processing is an optional service with charges based on citation payments processed. Funds collected will be deposited to a Client's designated bank account or mailed to the Client based on mutual agreement of the preferred method. The Client is responsible to notify Inglewood if a NSF check situation occurs and they wish to reinstate the amount due, plus any NSF fee they wish to impose. The Client has the option to request a charge to customers be added to the amount due for the citation.
6. Payment exception processing services relates to Lockbox payment processing services with charges based on actual transactions processed. The notice letter fee applies when a letter to customer is required.
7. The ICMS fee of $1.09 per transaction for Internet and IVR payment processing includes system use, telephone usage charges. Client is responsible for charges for merchant service fees, bank charges and credit card discount fees. Net proceeds will be transferred to the Client's designated bank account or paid on agreed upon scheduled. Clients have option to add a customer convenience fee to the transactions to recover cost of this automated payment services.
8. The ICMS fee of $2.76 per transaction for Internet and IVR payment processing includes system use, telephone usage charges. This fee includes charges for merchant service fees, bank charges and credit card discount fees. Net proceeds will

67

be transferred to the Client's designated bank account or paid on agreed upon scheduled. Clients have option to add a customer convenience fee to the transactions to recover cost of this automated payment services.

9. The ICMS fee of $3.00 per transaction for Internet and IVR payment processing includes system use, telephone usage charges. This fee includes charges for merchant service account and associated fees, bank charges and credit card discount fees. Net proceeds will be transferred to the Client's designated bank account minus the convenience fee revenue and provide a daily transaction report. The Internet payment screens and IVR scripts are modified to reflect the convenience fee is assessed by the vendor, not the Client.
10. Costs to ICMS for obtaining out of state registered owner information will be billed based on the actual charges incurred from provider of this information.
11. Three (3) levels of optional delinquent account secondary collection services are available. Client has the option of adopting collection fee charged to customer to offset collection costs. Details on these services and rates are available in Exhibit "C" of this Agreement.
12. The Client is billed for the cost of system customization, such as building cashiering interface, at the custom programming hourly rate with no additional administrative fee. All customization or special one-time services must be documented in writing with a work order and cost estimate prior to initiating the work. All reasonable out of pocket expenses and travel expenses related to this service will be reimbursed by the Client upon submittal of receipts.
13. The AutoPROCESS includes capability to issue and track parking permits. Use of this module is available at no additional cost. If the Client wishes to outsource the fulfillment of parking permits and processing of payments, ICMS can provide a proposal for these services, including purchasing of permit stock ICMS offers Client the option to use discounts price schedule for equipment, supplies and services. The equipment, supplies and services can be quoted by the ICMS contractor Professional Account Management LLC (Duncan Solutions). Duncan Solutions may offer Client flexible financing terms including monthly lease-purchase pricing. Prices will vary bases on number of devices, equipment

68

configuration, peripherals, sales tax rate, length of agreement, shipping costs, installation costs, extended warranty cost and technical support requirements. A confirming purchase order needs to be issued by the Client to confirm terms, pricing and services.

14. Multi-media, hosted web services and dashboard systems require a price quote. The initial cost and monthly subscription fee for hosted IT service and base data/image storage quoted is based on projected volume for a Client Agency and their document retention plans.

15. ICMS offers Clients the option to use discount price schedules for equipment, supplies and professional services. The DocuPeak™ business process automation platform and related professional services can be quoted by the ICMS. Pricing options may include software as a service or licensed on-premise use of DocuPeak™. Prices may vary based on number of end users and data/image storage requirements, complexity of application, application configuration, training and on-going technical support.

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

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

/ / / / /

69

CITY OF INGLEWOOD

AGREEMENT NO. 07 - 134

THIS AGREEMENT is made and entered into this 11th day of December, 2007, by and between the City of Inglewood ("City"), a charter city and municipal corporation, with its principal offices located at One Manchester Boulevard, Inglewood, California 90301 and City of Bell ("Client Agency"), a charter city and municipal corporation, with its principal place of business located at 6330 Pine Ave. Bell, CA 90201.

WHEREAS, Client Agency previously entered into an agreement with City to provide automatic parking citation services and Client Agency desires to continue its arrangement with City wherein Client Agency's parking citation services are automated;

WHEREAS, City, pursuant to California Vehicle Code (CVC) § 40200.5, is desirous of continuing its arrangement with Client Agency wherein City assists Client Agency with automated parking citation services; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INGLEWOOD DUTIES

A. Inglewood Citation Management Services (ICMS)

City provides citation management services through the organization called "Inglewood Citation Management Services" (ICMS). City staff provides contract management services to plan and direct all contract service providers' performance and provide coordination of all services Client agency. City, through ICMS staff, also provides technical direction for each contractor's services and takes corrective action for any problems or issues that develop.

B. Program Management Services

City shall provide the following program management services through ICMS under this agreement:

1. Contract services for citation processing, parking permit system and related

70

services

2. Direction of day-to-day operations between contract service providers and Client agency

3. Coordinate client group meetings and conferences

4. Management consulting services

5. Expedited purchasing of services and equipment

ARTICLE 2 – CLIENT AGENCY'S DUTIES

Client Agency agrees to the following obligations:

A. To provide City with all information deemed necessary for the performance of its services under this agreement.

B. To attend City sponsored Parking Citation training, conferences and seminars as appropriate to learn the functions of the citation management system, operating policies and procedures and regulations related to parking ticket processing and collections.

C. To obtain and maintain an Internet Service Provider (ISP) connection, at its sole expense, for access to the ICMS Citation Management System.

ARTICLE 3 – SERVICES AND COMPENSATION

A. Citation Services

1. Citation Processing Fees

The Client Agency agrees to pay City for its citation handling services the fees described in Exhibit "A" for all services it selects to purchase. City's current rates, as set forth in Exhibit "A" and Exhibit "B." The citation processing fees, including but not limited to those set forth in Exhibits "A" and "B", shall be adjusted July 1st of each year based on the annual percentage change in the Los Angeles\Long Beach Consumer Price Index (CPI), as identified each June 1. The annual adjustment shall not exceed (three and one half percent) 3.5% in any one year. The annual adjustment to the citation processing fees shall commence July 1, 2009 and shall be applicable for each year thereafter during the term of this agreement.

2. Notice Processing and Mailing Fees

The Client Agency agrees to pay City the fees set forth in Exhibits "A" and "B" for printing and mailing of notice letters and postcards. These rates include the then current U.S. first class postage rate charge for each letter or postcard.

3. Internet Payment Service

City and its contract service provider shall provide an optional Internet Payment System for online payment inquiry and payment processing service for the public to use. If Client Agency selects this service, Client Agency agrees to pay City the fees set forth in Exhibits "A" and "B".

4. Integrated Voice Response Payment System (IVR)

City and its contract service provider shall provide an optional Telephone Integrated Voice Response (IVR) Payment System for telephone payment inquiry and payment processing service for the public to use. If Client Agency selects this service, it agrees to pay City the fees set forth in Exhibits "A" and "B".

5. Other Services

The scope of services available to Client Agency is provided in Exhibit "B" of this agreement. Technical and operational details have been provided to the Client Agency in Program Overview documents. Exhibit "C" provides optional equipment, supplies and services that may also be purchased by Client Agency by issuing a separate confirming purchase order.

6. Delinquent Citation Collection Services

City provides collection services, including tax offset lien filing services with the State of California Franchise Tax Board (FTB), for collection of delinquent citations. The cost of this service is included in the fixed fee prices. The process that will be used to collect the outstanding and delinquent citations will be managed by the City to optimize collections in a cost effective manner.

7. Invoicing

Fees for services will be billed to Client Agency on a monthly basis or deducted from

citation revenues collected based on mutual agreement between Client Agency and City. Documentation of the revenue collected and fees incurred will be prepared by City and submitted to the Client Agency on a monthly basis. Invoices shall be paid by Client Agency within (30) thirty days of receipt.

ARTICLE 4 - CONFIDENTIALITY OF DOCUMENTS

All of the Client Agency's citation data is and shall remain the property of the Client Agency. All the data prepared, assembled, or maintained by City pursuant to this agreement is confidential and City agrees that they shall not be made available to any individual or organization without the prior written approval of the Client Agency, or upon proper court order, except as provided by the California Public Records Act.

ARTICLE 5 - SECURITY OF DMV DATA

City and the Client Agency agree that either prior to or as soon as is practical following the execution of this, both parties shall execute a Memorandum of Understanding with the California Department of Motor Vehicles relating to the services provided by this agreement. City and the Client Agency agree that all the terms and conditions contained in the Memorandum of Understanding which they separately execute with California Department of Motor Vehicles shall be binding on the parties hereto. The parties hereto agree that the terms and conditions of security of DMV data include, but are not limited to the following:

A. Information Use

1. The Client Agency requesting Department of Motor Vehicles information ("Requester") shall not use such records and information for any purpose except that which has been approved by the California Department of Motor Vehicles ("DMV").

2. When a non-law enforcement agency receives information from DMV records that indicates a vehicle or vessel has a Department of Justice (DOJ) stop, Requester shall immediately notify local law enforcement of its location, if known.

B. General Security Requirements

1. Requester shall maintain the security and integrity of the information

it receives from DMV. A violation of any provision of the agreement, whether by omission or commission, shall be grounds for action by the DMV and may result in suspension or termination of service to requester.

2. Requester shall ensure compliance with all the security provisions of this agreement. If fraud or abuse is suspected or confirmed, Requester shall notify the DMV's Information Services Branch-Policy Development Unit, by telephone, at (916) 657-5583 within (1) one business day. A written notification containing all facts known to the Requester shall be prepared by the Requester within three (3) business days and mailed to the Department at the following address:

Department of Motor Vehicles
Information Services Branch Policy Development Unit- H225
P.O. Box 924890
Sacramento, CA 94290-0001

3. Requester shall require the system administrator and every employee having direct or incidental access to Department records to sign a copy of the Employee Security Statement (INF 1128), upon initial authorization for access to Department records and annually thereafter. A copy of the Requester's signed statement shall be maintained on file for at least two (2) years following the deactivation or termination of the authorization and shall be available to the DMV upon demand.

4. Requester shall restrict the use and knowledge of requester codes and operational manuals to persons who have signed an Employee Security Statement (INF 1128).

5. Requester shall maintain a current list of names of persons authorized to access DMV records. This list shall be available to the DMV upon demand.

6. Access terminals and modems shall not be unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.

7. Video terminals, printers, hardcopy printouts, or any other form of duplication of DMV approved records that are located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.

8. All information received from the DMV's files must be destroyed once its legitimate use has ended. The method of destruction for DMV records will be conducive to the type of record requested and shall be done in a manner which eliminates the reproduction or identification of the destroyed records in any physical or electronic form.

9. Other than to a DMV approved vendor or agent, Requester shall not disclose its DMV assigned requester code, either orally or in writing, to anyone who is not in the direct employ of Requester or who has not signed the Employee Security Statement (INF 1128).

10. Requester shall not sell, retain, distribute, provide or transfer any record information or portion record information acquired under this agreement except as authorized by the DMV.

ARTICLE 6 – NOTICES

Any notices given pursuant to this agreement shall be deemed received and effective when properly addressed, posted, and deposited in the United States mail to the respective parties as follows:

A. City of Inglewood

City of Inglewood

City Clerk

One Manchester Boulevard

Inglewood, CA 90301-1750

With a copy to:

Dean Viereck, Enterprise Services Manager

City of Inglewood

One Manchester Boulevard

Inglewood, CA 90301-1750

B. Client Agency

Lourdes Garcia, Director Administrative Services

6330 Pine Ave.

Bell, CA 90201

ARTICLE 7 – TERM

This agreement to remain in effect from December 1, 2007 through November 30, 2010 (Three year term), with an option for two (2) additional one year extensions. Either party may terminate this agreement by providing 120 days written notification. Upon termination, City agrees to provide the Client Agency with its citation history data files necessary to service its citations in a computer readable form.

ARTICLE 8 – INDEMNIFICATION

1. Neither Client Agency nor any officer or employee of the Client Agency shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement. It is also understood and agreed that, pursuant to California Government Code Sections 895 through 895.8, City shall fully indemnify, defend and hold harmless Client Agency from any liability imposed for injury, as defined by California Government Code Section 810.8, occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this agreement.

2. Neither Inglewood nor any officer or employee of Inglewood shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Client Agency under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement. It is also understood and agreed that, pursuant to California Government Code Sections 895 through 895.8, the Client Agency shall fully indemnify, defend and hold harmless Inglewood from any liability

imposed for injury, as defined by California Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the Client Agency under or in connection with any work, authority or jurisdiction delegated to Inglewood under this agreement.

ARTICLE 9- LIMITATION OF LIABILITY

In no event shall Inglewood be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss off use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of City's services or products provided by City staff or contractors. Inglewood's liability for damages and expenses arising out of this agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall not exceed one year's compensation of Citation Processing transaction service charges as determined by rate in Exhibit "A" of this agreement.

ARTICLE 10 – MODIFICATIONS

No change, amendment or modification to this agreement shall be effective unless it is in writing and signed by the authorized representatives of the parties hereto.

ARTICLE 11 – MISCELLANEOUS

The parties waive any benefits from the principles of contra proferens and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this agreement, or of any particular provision or provisions, and no part of this agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this agreement.

This agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties hereto. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

describe the scope of this agreement or any provision hereof.

ARTICLE 12 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the agreement meaningless with regard to a material term in which event the entire agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

ARTICLE 13 - GOVERNING LAW; VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 14 - ENTIRE AGREEMENT

This agreement, including any exhibits attached hereto, is the entire, complete, final and exclusive expression of the parties' intent, with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between Inglewood and Client Agency prior to the execution of this agreement. In the event of any conflict between the terms, conditions and provisions of this agreement and any other such agreement, document or instrument, the terms, conditions and provisions of this agreement shall prevail. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

CITY OF INGLEWOOD	CITY OF BELL
ROOSEVELT DORN	NAME OSCAR HERNANDEZ
MAYOR	MAYOR
ATTEST:	ATTEST:
YVONNE HORTON	NAME REBECCA VALDEZ
CITY CLERK	CITY CLERK
APPROVED AS TO FORM:	APPROVED AS TO FORM:
CAL SAUNDERS	NAME Edward Lee
CITY ATTORNEY	CITY ATTORNEY

Approved by the City Council December 11, 2007

EXHIBIT A

SERVICES AND COMPENSATION

Client: City of Bell		
Fees based on estimated citation volume 10K to 50K citations per year	**Rates (13)**	**Services Selected**
Citation Processing		
Citation Processing (1)	$1.48	YES
Customer Services		
Manual Citation Imaging/Data Entry	$.24	NO
Postage, printing & handling - Postcard Type Notice (2)	$.34	YES
Postage, printing & handling - Postcard Type Delq. Notice (2)	$.34	YES
Postage, printing & handling - Letter Type Notice (2)	$.58	NO
Postage, printing & handling - Letter Type Delq.Notice (2)	$.58	NO
Customer Service - per citation entered (3)	$.22	NO
Administrative Support - per citation entered (3)	$.40	NO
Lockbox Processing - per payment processed (4)	$.40	NO
Lockbox Payment Adjustment (4)	$.40	NO
Payment Exception Processing (5)	$.18	NO
Phone Payments - Duncan Merchant Acct (6)	$2.68	NO
Phone Payments - Client's Merchant Acct (7)	$1.06	YES
Internet Payments - Duncan Merchant Acct (6)	$2.68	NO
Internet Payments - Client's Merchant Acct (7)	$1.06	NO
Telephone toll charges (no cost if toll free number provided)	At cost	YES
In-state registration information (8)	No Charge	YES
Out-of-State registration information (8)	$.98 to $4.50	YES
Collection Services		
FTB "Limited" Service (9)	15% + $2.50	NO
FTB Full-Service (9)	35%	NO

80

Comprehensive Secondary Collection Services (9)	35%	YES
Optional Equipment and Supplies		
Handheld Citation Writer - AutoCite No Camera (10)	Exhibit B	Available
Handheld Citation Writer - AutoCite With Camera (10)	Exhibit B	Available
Automated Citation and Envelope Stock (excl. shipping)	$.16	Available
Cashier Module Equipment and Customization (11)	Exhibit B	NO
Other Services		
Dedicated Customer Service Staff	$21/hour	NO
Onsite Technical Staff	$60/hour	NO
Custom Programming (plus travel + expenses) (11)	$110/hour	NO
Parking Permit Fulfillment (12)	Quote	NO

See notes for additional details about fees and administrative charges. Each client agency approves a contract with the City of Inglewood to reimburse the City for the cost of citation processing services using the billing for their service level and volume. ICMS clients have the option to also contract for one of three levels of delinquent account collection services. Client Agencies can modify their scope of services to add or stop individual services by issuing written change notice to ICMS.

NOTES

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

81

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

4. Lockbox payment processing is an optional service with charges based on citation payments processed. Funds collected will be deposited to a Client Agency designated bank account or mailed to the Client Agency based on mutual agreement of the preferred method. The Client Agency is responsible to notify Inglewood if a NSF check situation occurs and they wish to reinstate the amount due, plus any NSF fee they wish to impose. The client agency has the option to request a charge to customers be added to the amount due for the citation.
5. Payment exception processing services relates to Lockbox payment processing services with charges based on actual transactions processed. The notice letter fee applies when a letter to customer is required.
6. The ICMS fee of $2.68 per transaction for Internet and IVR payment processing includes system use, telephone usage charges and charges for merchant service fees, bank charges and credit card discount fees. Net proceeds will be transferred to the Client Agency's designated bank account or paid on agreed upon scheduled.
7. If the client agency designates a credit card merchant account and a bank account, the ICMS web and IVR payment fee is $1.06 per transaction for Internet and IVR payment processing, which includes system use and telephone usage. The Client Agency is responsible for credit card merchant service fees, bank charges and discount fees. Net proceeds will be transferred to the Client Agency's designated bank account or paid on agreed upon schedule.
8. Costs to ICMS for obtaining out of state registered owner information will be billed

92

based on the actual charges incurred from provider of this information.

9. Three levels of optional delinquent account secondary collection services are available. Client agencies have the option of adopting collection fee charged to customer to offset collection costs. Details on these services and rates are available in Exhibit C of this agreement.

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

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

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

13. ICMS citation processing and customer service fees are subject to an annual COLA increase based on LA-Long Beach Consumer price index, with a not to exceed limitation of 3.5% per year. The first year a COLA can be applied is as of July 1, 2009 and each July1st thereafter.

83

EXHIBIT B

City of Inglewood – Optional Equipment, Supplies and Services Price List

Professional Account Management LLC, a Division of Duncan Solutions, Inc

Prices Effective 09/01/2007

DESCRIPTION	LIST PRICE	DISCOUNT PRICE
AutoCITE/AutoISSUE		
AutoCITE X3 Citation Issuance Devices		
X3 Base Handheld	$3,500.00	$3,150.00
(Future models will be provided at the same discount rate)		
AutoCITE Accessories		
GPRS Modem (X3)	$550.00	$495.00
Digital Camera (X3) Including IR Transceiver	$550.00	$495.00
1d BarCode Scanner (X3) intended for parking	$350.00	$315.00
2d BarCode Scanner (X3) intended for traffic	$450.00	$405.00
Multi-Space IR Transceiver Only (X3)	$150.00	$135.00
MagStripe Reader (X3)	$450.00	$405.00
Envelope Holder - Small (X3 style ticket)	$20.00	$18.00
Cover Case With Belt Clip (X3 only)	$75.00	$67.50
Stylus (4 pack)	$12.00	$10.80
Mag - Card Cleaners (per cleaner)	$5.00	$4.50
(Future models will be provided at the same discount rate)		
AutoCITE Charger/Multiplexers		
USB Charger (6 bays)	$1,000.00	$900.00

84

USB Charger (6 bays) Annual Maintenance	$50.00	$45.00
Single User Charger Adapter a. Must order cigarette lighter power cord or single unit charger AC power source) b. Must specify type, X3 Lithium Ion, X3 or S3 NiCad, etc.	$50.00	$45.00
Cigarette Lighter Power Cord (X3, Se, or older)	$30.00	$27.00
Single Unit AC Power Source (X3, S3, or older)	$50.00	$45.00
Charger (serial/NiCad) - Power Master 4-port	$700.00	$630.00
Charger (serial/NiCad) - Slave 4-port	$500.00	$450.00
(Future models will be provided at the same discount rate)		
AutoCITE Maintenance		
X3 (Base)	$400.00	$400.00
IR only (additive)	$25.00	$25.00
Mag-Strip Reader (additive)	$50.00	$50.00
Digital Camera Including IR Transceiver (additive)	$50.00	$50.00
1D Bar Code Reader (additive)	$100.00	$100.00
2D Bar Code Reader (additive)	$100.00	$100.00
GPRS Modem (additive)	$100.00	$100.00
AutoISSUE Modules		
Parking Citation Issuance (.NET version) a. Includes Task Group Manager & Scheduler	$6,000.00	$5,400.00
Traffic Citation Issuance (.NET version) a. Includes Task Group Mgr & Scheduler+A73	$6,000.00	$5,400.00

Municipal Citation Issuance (.NET version) a. Includes Task Group Mgr & Scheduler	$6,000.00	$ 5,400.00
Network Version .NET 5 user license a. $200 per user thereafter	$3,000.00	$2,700.00
AutoTRAX SS 2.0 - Single-Space Meter Management Module	$6,000.00	$5,400.00
ACDI Wireless Communication - Basic a. Basic com between X3 & AI.NET only	$6,000.00	$5,400.00
Public Contacts	$4,000.00	$3,600.00
Field Investigation	$4,000.00	$3,600.00
Transit Violations	$4,000.00	$3,600.00
Code Enforcement	$6,000.00	$5,400.00
Abandoned Vehicles	$4,000.00	$3,600.00
Signature Capture (Officer)	$2,000.00	$1,800.00
Signature Capture (Violator)	$2,000.00	$1,800.00
Diagrams - free form, no template	$2,000.00	$1,800.00
Time Limit Marking	$1,000.00	$900.00
Parking Permit Cross Reference	$1,000.00	$900.00
Meter/Location Matrix	$1,000.00	$900.00
Broken Meter Reporting	$1,000.00	$900.00
Damaged Sign Reporting	$1,000.00	$900.00
Officer Activity Logging	$1,000.00	$900.00
Visitor Information	$1,000.00	$900.00
Barcode Printing 1D 128 A, B or C	$1,000.00	$900.00
OCR A Size 1 Printing (X3, S3, S4 & T Series)	$2,000.00	$1,800.00
Warnings Tracking	$2,000.00	$1,800.00
Habitual Offender Escalation	$8,000.00	$7,200.00

Voice Recordings	To Be Added	To Be Added
Digital Imaging System	To Be Added	To Be Added
1D Bar Code Reading (intended for Parking)	To Be Added	To Be Added
IrDA Interface for Multi-Space Meters - SneakerNET	$2,000.00	$1,800.00
Any interface to other systems	Based on quote	
AutoISSUE Maintenance		
Parking Citation Issuance (.NET version)	$600.00	$600.00
Traffic Citation Issuance (.NET version)	$600.00	$600.00
Municipal Citation Issuance (.NET version)	$600.00	$600.00
AutoTRAX 2.0 - for Single-Space Meters	$600.00	$600.00
ACDI Wireless Communication	$600.00	$600.00
Public Contacts	$400.00	$400.00
Transit Violations	$400.00	$400.00
Code Enforcement	$600.00	$600.00
Abandoned Vehicles	$400.00	$400.00
Animal Violations (Australia only)	$400.00	$400.00
Warnings Tracking	$200.00	$200.00
Habitual Offender Escalation	$800.00	$800.00
Multi-Space Meters		
Duncan Pay by Space Meters		
VM Meter - Steel, powder-coated	$3,200.00	$2,880.00
VS Meter - Stainless Steel, powder-coated	$4,100.00	$3,690.00
VS Meter - Stainless Steel, natural finish	$4,700.00	$4,230.00
(Future models will be provided at the same		

87

discount rate)		
Pay by Space Accessories		
Card Reader Module, Strip-Chip	$450.00	$405.00
Wireless Com Module (GSM/GPRS)	$600.00	$540.00
Battery, Green Cell	$85.00	$76.50
Cashbox, Intelligent (1K)	$200.00	$180.00
Anti-Probe Device (APD)	$250.00	$225.00
Enforcer Module – Expiry Indicator	$250.00	$225.00
Installation Kit - Surface Mount	$120.00	$108.00
Installation Kit - Subterranean	$80.00	$72.00
(Future models will be provided at the same discount rate)		
Duncan Pay and Display Meter		
MX Meter - Stainless Steel, powder-coated	$6,000.00	$5,400.00
MX Meter - Stainless Steel, natural finish	$6,400.00	$5,760.00
(Future models will be provided at the same discount rate)		
Pay and Display Accessories		
Card Reader Module, Strip-Chip	$275.00	$247.50
Wireless Communications Module (GSM/GPRS)	$575.00	$517.50
Solar Integrated Recharge Module	$200.00	$ 180.00
Cashbox, Intelligent (8K)	$285.00	$256.50
Installation Kit - Subterranean	$80.00	$72.00
Decal - lower door (standard design)	$ 50.00	$45.00
Ticket Paper	Volume dependent	
(Future models will be provided at the same discount rate)		

Duncan Multispace Miscellaneous		
Fascia (Rate Card) Creation (Per Rate Card)	$15.00	$13.50
Fascia (Rate Card) Design Modification Fee	$50.00	$45.00
Space Numbers (Stamarks)	$17.00	$15.30
3M Premium Adhesive Primer	$65.00	$ 58.50
Space Markers	$39.00	$35.10
Decorative Space Marker Sleeves	$7.00	$6.30
Intelligent Cash Box Reader Station	$1,335.00	$1,201.50
Technician's Infra-Red ID Key	$285.00	$256.50
mPARK Establishment (per Meter)	$50.00	$50.00
mPARK Access Fee (per Meter/per Month)	$4.00	$4.00
mPARK Transaction Fee (per transaction) - City fee	Greater 6% or $0.15 per trxn	Greater 6% or $0.15 per trxn
mPARK Service Fee (per transaction) - Motorist fee	$0.20	$0.20
Credit Card Processing Gateway (per transaction)	Volume dependent	
(Future models will be provided at the same discount rate)		
AutoTRAX (Multispace Meter Mgt System)		
Access & Communication (per Meter/per Month) may vary depending on length of contract and current 3rd party service provider pricing	$30.00	$27.00
Multi-space Maintenance Fees		
Annual Support Fee (Per meter per year)	$50.00	$50.00

Single-Space Meters		
Duncan Meter Products		
EAGLE STANDARD, NO CASHKEY RECEPTACLE	$149.95	$134.96
EAGLE CASHKEY	$174.95	$157.46
EAGLE FT	$174.95	$157.46
EAGLE 2100 (WITH CARD READER)	$184.95	$166.46
EAGLE 2100 (W/O CARD READER)	$174.95	$157.46
REMAN EAGLE WITHOUT CASHKEY	$125.75	$113.18
REMAN EAGLE WITH CASHKEY	$131.25	$118.13
REMAN EAGLE 2000	$131.25	$118.13
MECHANICAL MECHANISM ONLY	$120.75	$108.68
Duncan Housing Products		
MODEL 60 DUPLEX HOUSING COMPLETE	$249.00	$224.10
MODEL 60 DUPLEX LOWER HOUSING ONLY	$136.00	$122.40
MODEL 76 SINGLE HOUSING COMPLETE	$151.00	$135.90
MODEL 76 SINGLE LOWER HOUSING ONLY	$94.00	$84.60
MODEL 76 DUPLEX HOUSING COMPLETE	$266.00	$239.40
MODEL 76 DUPLEX LOWER HOUSING ONLY	$157.00	$141.30
MODEL 70 VIP SINGLE HOUSING COMPLETE	$168.00	$151.20
MODEL 70 VIP LOWER HOUSING ONLY	$113.00	$101.70
MODEL 80 VIP SINGLE HOUSING COMPLETE	$252.00	$226.80
MODEL 80 VIP LOWER HOUSING ONLY	$126.00	$113.40

90

MODEL 90 VIP SINGLE HOUSING COMPLETE	$199.00	$179.10
MODEL 90 VIP LOWER HOUSING ONLY	$141.00	$126.90
MODEL 90 VIP DUPLEX HOUSING COMPLETE	$338.00	$304.20
MODEL 90 VIP DUPLEX LOWER HOUSING ONLY	$236.00	$212.40
MODEL 95 VIP SINGLE HOUSING COMPLETE	$274.00	$246.60
MODEL 95 VIP SINGLE LOWER HOUSING ONLY	$143.00	$128.70
MODEL 95 VIP DUPLEX HOUSING COMPLETE	$489.00	$440.10
MODEL 95 VIP DUPLEX LOWER HOUSING ONLY	$248.00	$223.20
MODEL 2000 HOUSING COMPLETE	$314.00	$282.60
MECH HOUSING (60/70/76/90), UPPER	$58.00	$52.20
MECH HOUSING (80/95), UPPER	$133.00	$119.70
MODEL 80C VIP SINGLE HOUSING COMPLETE	$209.00	$188.10
REMAN 60 SINGLE HOUSING COMPLETE	$78.75	$70.88
REMAN 60 DUPLEX HOUSING COMPLETE	$147.00	$132.30
REMAN 60 DUPLEX LOWER HOUSING ONLY	$63.00	$56.70
REMAN 76 SINGLE HOUSING	$94.50	$85.05
REMAN 76 SINGLE LOWER HOUSING ONLY	$52.50	$47.25
REMAN 76 DUPLEX HOUSING COMPLETE	$162.75	$146.48

REMAN 76 DUPLEX LOWER HOUSING ONLY	$78.75	$70.88
REMAN 70 SINGLE HOUSING COMPLETE	$126.00	$113.40
REMAN 70 SINGLE LOWER HOUSING ONLY	$84.00	$75.60
REMAN 80 SINGLE HOUSING COMPLETE	$183.75	$165.38
REMAN 90 SINGLE HOUSING COMPLETE	$152.25	$137.03
REMAN 90 DUPLEX HOUSING COMPLETE	$254.00	$228.60
REMAN 95 SINGLE HOUSING COMPLETE	$215.25	$193.73
REMAN 95 DUPLEX HOUSING COMPLETE	$367.50	$330.75
AutoPROCESS Cashiering Equipment/		
AutoPROCESS Cashiering Equipment		
POS Cash Register System (PC, Display Pole, Cash Drawer, Credit Card Reader, Receipt Endorsement Printer)	$2,850.00	$2,850.00
POS Cash Register System Annual Maintenance	$780.00	$780.00
Laser Printer with USB Cable	$325.00	$325.00
Cashiering Barcode Reader	$250.00	$250.00
AutoPROCESS Programming/Customization/Interfaces		
Labor per hr. (plus travel costs and expenses)	$100.00	$100.00

NOTES

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

92

3. Prices quoted do not include applicable taxes.
4. Sales tax rates will be quoted to point of delivery.
5. Equipment and supplies may be substituted for new releases, models and upgrades to this list if price is offered at a discount equal or greater than the discount on the item it is replacing.
6. Professional Account Management LLC (Duncan Solutions) reserves the right to modify the provided price list(s) with thirty (30) days notice.

EXHIBIT C

Collection Services Fee Schedule

Category / Scope	Rates to ICMS Client
Level 1 FTB "Limited" Service	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, create generic FTB notice letters, send FTB letter and file liens. The Client Agency is responsible for customer calls and payment processing generated by pre-intercept notices. The collection process starts at assignment citation, typically 120 days unpaid.	15% of FTB collections plus $2.50 per "plate" assigned to FTB Process
Level 2 FTB "Full-Service"	
Services are limited to FTB lien processing and include: create list of eligible violations, combining plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead. Full service also includes customer service call center for violator calls, lockbox payment processing, handling disputes and refunds. Full service includes payment of all FTB filing fee and research costs.	a) ICMS clients <100K citations per year - 35% of collections b) ICMS clients >100K citations/year - 30% of collections
Level 3 Comprehensive Secondary Collection Services	
The collection process starts at assignment citation, typically 120 days unpaid. Citations transition to DMV liens and FTB tax intercept filings via collection agency. Provides all services under Level 2 FTB "Full-Service" plus full secondary collections with calls, letters and other efforts locate responsible party and collect citation fees and penalties.	a) ICMS clients <100K citations per year - 35% of collections b) ICMS clients >100K citations/year - 30% of collections

See notes for additional detail on services and billing rates.

1. FTB "Limited" Service: This service will be offered to provide continuity to the existing FTB process that Inglewood - PTS has supported for many years. Franchise Tax Board tax intercept processing service (FTB-Limited) will not include any of the value-added revenue enhancement and clerical reduction services offered in FTB Full-Service. Generic Pre-Intercept letters will be used and no skip tracing takes place. All violator complaints, requests for refunds and payments will be directed to the client agency. LES will be entitled to fee of 15% of revenue collected via FTB Liens and a cost recovery fee of $2.50 per account assigned to the FTB process.
2. Full-Service FTB Liens: The 35% collection fee will apply to client agencies which issue less than 100,000 citations and 30% fee for agencies which issue more than 100,000 citations annually. LES services include: Combine plates, obtain Social Security #s, skip trace, FTB Pre-Intercept notice on LES letterhead, customer call center service for violator calls, lockbox payment processing, file liens, handle disputes and refunds, and payment tracking. ICMS will distribute funds received from FTB using LES collection tracking data. Client agency receives the agreed upon fee:
   A. 100% where agency has enacted an add-on fee except where an account is not paid-in-full in which case the collection fee is paid from revenue received.
   B. No add-on fee: The amount collected less LES' agreed upon fee.
3. Comprehensive Secondary Collection Services:
   A. FTB Liens: For full service collection clients, the collection fee for FTB liens is 30% to 35% based on volume
   B. DMV Holds: ICMS client agencies have the option to include DMV Liens as part of the collection process scope of services. LES will pay for all DMV Lien fees for Full Secondary Collection Service clients.

City of Bell
Agenda Report

DATE: November 22, 2011

TO: Members of the City Council

FROM: Mayor Ali Saleh

SUBJECT: Protest to the Application of Golden State Water Company for an Order Authorizing an Increase in Rates in Region 1, Region 2 and Region 3 of their Customer Service Areas.

RECOMMENDATION:

1. That the Bell City Council approve a letter and adopt a resolution to protest the application of Golden State Water Company for an order authorizing an increase in rates to Region 1, Region 2 and Region 3 of their Customer Service Areas.
2. That the City of Bell organize transportation for Bell residents to attend the December 5, 2011 hearing by the California Public Utilities Commission in Carson California.

DISCUSSION OR BACKGROUND:

In July of 2011, the Golden State Water Company substantially increased its rates to residential customers in the City of Bell.

Despite the increase, the Golden State Water Company has filed an application with the California Public Utilities Commission (CPUC) to further increase their water rates in 2013 by 9.9%; in 2014 by 3%; and in 2014 by 3.5%.

The proposed new increase would have significant burden on those Bell residents serviced by Golden State Water Company, who have already been adversely impacted by prior water rate increases. As such, their proposal to further raise rates is alarming.

The City of Bell has a responsibility to advocate on behalf of its residents. This can be done by two measures:

- Approval of correspondence from the City of Bell City Council to the Public Advisor at the CPUC clearly articulating the City's opposition to the proposed water rate increases by the Golden State Water Company; and

- Adopting a resolution opposing the proposed increase and presenting this resolution at the CPUC hearing scheduled for Monday, December 5 at 2 pm in the City of Carson City Council Chambers located at 701 East Carson Street, Carson, CA 90745.

City staff has obtained quotes to provide bus transportation for Bell residents to the hearings. The quoted prices for two buses carrying up to 104 residents for a five-hour period is $750, and $130 for every hour thereafter.

ATTACHMENTS

Correspondence to the California Public Utilities Commission in protest to the proposed water rate increases by the Golden State Water Company to its Region I, Region II, and Region III Customer Services Areas for the 2013, 2014, and 2015 Calendar Years

City of Bell Resolution No. 2011-52

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

November 22, 2011

Ms. Karen Miller
Public Advisor
California Public Utilities Commission
505 Van Ness Avenue, Room 2103
San Francisco, CA 94102

Dear Ms. Miller,

It is with grave concern that the City of Bell City Council submits this letter to you on behalf of the residents and merchants of Bell in strong opposition to the proposed Golden State Water Company water rate increases to their Region I, Region II, and Region III Customer Services Areas for the 2013, 2014, and 2015 calendar years.

During the last few months, we have listened to numerous Bell residents, as well as residents from other cities in Southeast Los Angeles County; express their concern about the adverse impact the recent Golden State Water Company water rate increases have had on their ability to provide for their families. Residents have expressed they have had to choose between buying medicine, and groceries or paying their water bill. As the impacts of having water service disconnected are so severe, they are left with little recourse but to pay their bill. We are completely unsatisfied with the justifications provided by both the Golden State Water Company, as well as the Central Basin Municipal Water District, for these prior water rate increases. As such, we are particularly alarmed about the newly proposed water rate increases by the Golden State Water Company.

The City of Bell is in support of the provision of clean water at fair rates to our community. We do not shy away from paying for those services from which we benefit; nonetheless, the Golden State Water Company's proposed water rates are high with insufficient justification. We seek transparency in their billing and more importantly, we seek that you thoroughly review the Golden State Water Company's justification for its increases and ensure that our community is provided clean drinking water at fair rates.

Thank you for your consideration. In the meantime if you or any member of the Public Utilities Commissioners should have any questions, please do not hesitate to call on us at (323) 588-6211 or email me at asaleh@cityofbell.org.

Sincerely,

ALI SALEH
Mayor

Enclosures: City of Bell Resolution No. 2011-52

CC: Mr. Danny Harber, Vice Mayor
Ms. Violeta Alvarez, Councilmember
Mr. Ana Maria Quintana, Councilmember
Mr. Nestor Valencia, Councilmember

RESOLUTION NO. 2011-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, PROTESTING THE PROPOSED WATER RATE INCREASES BY THE GOLDEN STATE WATER COMPANY TO REGION I, REGION II, AND REGION III OF ITS CUSTOMER SERVICE AREAS BEFORE THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC).

WHEREAS, the City of Bell City Council has been advised that the Golden State Water Company has proposed to further increase its water rates to their Region I, Region II, and Region III Customer Services Areas for the 2013, 2014, and 2015 calendar years; and

WHEREAS, a sizeable portion of the City of Bell's population is located within Region II of the Golden State Water Company Customer Service Area; and

WHEREAS, the prior water rate increases which took effect in July 2011 have proved burdensome and adversely impacted the financial condition of so many residential households in the City of Bell; and

WHEREAS, the California Public Utilities Commission has the jurisdiction to approve or deny proposed water rate increases;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DOES HEREBY RESLOVE that the City of Bell protest the water rate increases proposed by the Golden State Water Company for its Region I, Region II, and Region III before the California Public Utilities Commission, this resolution is adopted and approved.

ADOPTED AND APPROVED this 22nd day of November 2011.

_____
Ali Saleh, Mayor

ATTEST:

_____
Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, certify that the foregoing Resolution No. 2011-52 was adopted by the City Council of the City of Bell at a regular meeting of the City Council on November 22, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

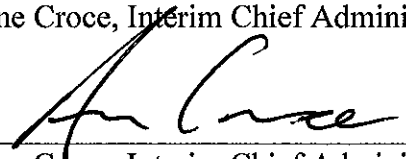
_____
Rebecca Valdez, CMC, City Clerk

City of Bell
Agenda Report

DATE: November 22, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: 

Arne Croce, Interim Chief Administrative Officer

SUBJECT: Finance Function Reorganization

RECOMMENDATION

The City Council to approve:

1. Elimination of the Department of Administrative Services and the position of Director of Administrative Services with attendant layoff of the incumbent employee; and
2. Establishment of a Department of Finance, adoption of a job description for the position of Finance Director, and an interim appointment to the new position.

BACKGROUND

Management of the City's finance functions is at the core of an effective, professional, ethical City government. The finance functions of the City include:

- Budget preparation monitoring and reporting
- Recommending and implementing financial management policies
- Administration of the Business License
- Accounting for all funds
- Developing recommended rates for special assessment districts and fees for services
- Accounts receivable and payable
- Treasury and investments
- Debt management and capital project financing
- Purchasing
- Payroll
- Internal auditing
- Support to the City's outside auditors and preparation of the CAFR (Comprehensive Annual Financial Report)
- Management of the City's banking
- Risk management

Well qualified expertise in management of the City's financial functions is essential; the absence of such expertise can have significant, even devastating short and long term consequences:

- Errors in projecting or allocating annual revenues or expenditures can result in the need to make unexpected reductions in services
- Insufficient analysis of the financial condition of assessment districts can lead to a lack of funds to provide essential services or an overcharging of property owners for services
- Inefficient processing of City bills can result in payment of unnecessary penalties
- Failure to watch financial markets can result in lost interest earnings and lost opportunities to restructure debt and reduce interest costs
- A lack of clear, consistent policies in the administration of the Business License can result in unfair treatment of businesses
- A budget process without adequate community participation does not provide the City Council with critical information to establish priorities, and a budget document without adequate program information does not provide a clear explanation of where tax dollars are going.

In summary, a lack of effective financial management – and a lack of clear accountability for this function – undermine responsible stewardship of public resources.

REORGANIZATON

Under the last permanent City administration, the financial functions were split between the Office of the Chief Administrative Officer (CAO) and the Administrative Services Department (ASD). The CAO's office, either through the CAO or Assistant CAO, was responsible for the development of financial policies and preparation of the budget; the Administrative Services Department was responsible for the administration of basic finance functions including accounting, business license administration, budget monitoring, reporting and payroll. This is an inefficient way to organize the City's financial functions and is heavily reliant on the financial qualifications and expertise of the CAO's office staff. In this structure, certain human resource functions were included in Administrative services including employee benefits and workers compensation administration while other HR functions are housed in the CAO's office; another inefficient organization.

A more typical organizational structure is to have a Finance Department managed by a qualified Finance Director. This position is the Chief Financial Officer (CFO) for the City, responsible for the management of all financial affairs of the City and serving as the chief advisor to the City Council and CAO on all financial matters.

The recommended reorganization consolidates all finance functions into a new Finance Department headed by a Finance Director. The Finance Department would be responsible for all of the financial functions currently in the Administrative Services Department with the additional responsibilities of developing recommended financial policies, administering those policies and directing the preparation of the City's budget.

When fully implemented, the reorganization would transfer the personnel management functions housed in the Administrative Services Department to the CAO's office; this is a typical model in smaller municipal organizations where, as in Bell, the CAO is the City's designated Personnel Officer. Currently, the City Clerk is responsible for the management of some personnel

functions. The determination on how to best organize and provide human resource functions from the CAO's office is pending the outcome of the work being performed by the City's pro bono Human Resources consultant, Mr. Dave Hill, former Human Resources Director for the City of Anaheim.

IMPLEMENTATION

Implementation of the recommended organization requires abolishing the Administrative Services Department and the Administrative Services Director position, creation of a Finance Department and Finance Director position and the appointment of a qualified individual to the position. Attached is the recommended job description for the Finance Director position. This was developed in conjunction with Mr. Hill and the Mr. Bill Statler, the City's pro bono financial advisor and former Finance Director for the City of San Luis Obispo.
The responsibilities of the proposed Finance Director position are broader in scope and responsibilities than the Administrative Services Director position and require a different skill set and qualifications than those of the current incumbent in the position. Abolishing the Director of Administrative Services leaves no position in the organization for the incumbent, Lourdes Garcia; this will result in the layoff of Ms Garcia effective December 23, 2011. This layoff results of a reorganization that is in the best interest of the City and is not punitive. Ms Garcia has and will continue to be a prosecution witness in the Bell 8 cases. She has worked hard over the past, difficult year to maintain core administrative functions of the City. I am currently working to secure the services of an interim Finance Director. The interim would serve until appointment of a permanent Finance Director.

FINANCIAL IMPACT

Under the proposed reorganization, there will be no net change in the number of management personnel. Although the exact financial impact will not be known until the City Council establishes the salary range for the Finance Director position. It is anticipated that the salary budgeted for the Administrative Services Director position with a $165,000 annual maximum will be sufficient to be competitive and not increase ongoing City operating costs. This salary will be evaluated in the process of completing the Classification and Compensation study. Per the City's adopted compensation policies Ms Garcia is entitled to payment of all accrued sick leave and vacation hours; this is approximately $135,000. This is a cost that would be incurred at any time the Ms Garcia left the City. City policies on vacation and sick leave accrual have been changed so that employees hired after July 1, 2000 cannot be paid for more than 280 hours of vacation, and employees hired after July 1, 1998 cannot be paid for greater than 100 hours of accumulated sick leave. The funds for the payment of accrued leave and the services of an interim Finance Director will come from the following accounts: 01-521-04000-0110, Finance; 01-521-0225-0110, Administrative Support; and 01-521-0990-0783, Transition Management.

Attachment: Recommended position description—Finance Director

City of Bell, California: FINANCE DIRECTOR

GENERAL STATEMENT OF DUTIES

As the City's chief financial officer, performs highly responsible and professional work in planning, organizing and leading the operations of the Finance Department.

SUPERVISION RECEIVED

Works under the general direction of the City Administrative Officer.

SUPERVISION EXERCISED

Exercises supervision over management, professional, technical and clerical personnel as assigned.

EXAMPLE OF DUTIES

- Advises the Council and City Administrative Officer on fiscal matters.
- Directs preparation of the City's budget.
- Develops purchasing policies, standards and procedures; and monitors compliance with them.
- Coordinates department training activities; administers the department's budget; implements organization-wide personnel policies at the department level.
- Issues interim reports on the City's fiscal and budgetary status; coordinates annual and special audits; and prepares annual financial reports.
- Oversees the City's treasury function, including management of the City's investment portfolio and banking relationships; supervises the City Treasurer.
- Plans and coordinates project financings for capital improvements and administers ongoing debt service obligation and covenants.
- Prepares revenue projections and monitor trends.
- Oversees department operations, including payroll, vendor payments, business tax collections, accounts receivable and cashier/public counter activities.
- Administers the City's risk management program.
- Performs related duties similar to the above in scope and function as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Local government financial management principles and practices, including financial planning, accounting, payroll, disbursements, collections, financial reporting, cost accounting, revenue management, collections, budgeting, investments, debt financing, purchasing, redevelopment, risk management, economic analysis and forecasting procedures.

Ability to:

- Analyze information and reach appropriate conclusions.
- Prepare effective written reports and orally present findings in clear and meaningful way.
- Exercise good judgment in public policy environment; act in accordance with highest ethical and professional standards; and be an effective steward of public resources.
- Balance effective internal controls with the delivery of excellent service to both internal and external customers.
- Communicate effectively with Council, staff members and the public.
- Organize human resources and develop effective and efficient systems and procedures.
- Develop goals and objectives; and prepare and implement plans to accomplish them.
- Lead and motivate staff.
- Establish and maintain effective relationships with the City officials, employees, other governmental and community organizations, and the public.

EDUCATION AND EXPERIENCE

- Graduation from an accredited four-year college or university with a degree in accounting, business administration, public administration, economics or related field.

- Five years of increasingly responsible financial management experience.

City of Bell
Agenda Report

DATE: October 26, 2011

TO: Honorable Chair and Planning Commission Members

FROM: Carlos M. Chacon, Assistant City Planner

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: PUBLIC HEARING FOR THE CONSIDERATION OF CONDITIONAL USE PERMIT CUP NO 2011-06 AND A DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY (PCN) TO ALLOW THE SALE FOR OFF-PREMISES CONSUMPTION OF BEER AND WINE FOR A PROPOSED RETAIL GROCERY LOCATED WITHIN AN EXISTING 4,000 SQUARE FOOT BUILDING ON AN 11,362 SQUARE FOOT LOT. THE SUBJECT PROPERTY IS LOCATED AT 6399 ATLANTIC AVENUE WITHIN THE C-3 ZONING DISTRICT.

RECOMMENDATION

Staff recommends that the application be reviewed, the public hearing be conducted, and that the Planning Commission adopt Planning Commission Resolution No. PC 2011-47 entitled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT CUP 2011-06 AND ISSUING A DETERMINATION OF A PUBLIC CONVENIENCE OR NECESSITY (PCN) TO ALLOW OFF-SALE BEER AND WINE FOR A PROPOSED RETAIL GROCERY LOCATED WITHIN AN EXISTING 4,000 SQUARE FOOT BUILDING ON AN 11,362 SQUARE FOOT LOT. THE SUBJECT PROPERTY IS LOCATED AT 6399 ATLANTIC AVENUE WITHIN THE C-3 ZONING DISTRICT, APN: 6317-018-407.

BACKGROUND

The applicant, Fresh & Easy Neighborhood Market, proposes to locate in the building that is currently occupied by Blockbuster Video Rental store, and the video store plans to vacate the premise in the coming months. On the October 26, 2011-regular meeting,

the Planning Commission conducted a duly noticed hearing and continued the hearing to this regular meeting. The purpose for the continued public hearing is to allow time for the applicant and staff to review and resolve several conditions of approval. Staff has met with the applicant, and has reviewed and resolved the conditions of approval whereby the applicant found them to be acceptable. Also, our City Attorney has reviewed the conditions of approval and found them to be acceptable for the City.

DISCUSSION/ANALYSIS:

A. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located on the northwest corner of Atlantic and Gage Avenues and is part of the Bell Palm Plaza. It is a separate legal parcel and has a size of 11,362 square feet. The lot measures 88 linear feet of street frontage along Gage Avenue and 117 linear feet facing Atlantic Avenue. The existing building is 4,212 square feet in gross floor area and is approximately 27 feet high.

The site has multiple access driveways along Gage Avenue and along Atlantic Avenue via the other driveways located within the Bell Palm Plaza. There is one ingress and egress driveway located on the gage avenue side and the other multiple driveways are located on the Atlantic Avenue side.

BUSINESS OPERATIONS

According to the applicant, Fresh and Easy Express is a new prototype and the grocery store is a smaller version of the regular size store. The proposed Type 20 Alcoholic Beverage Control License for the sale of beer and wine for off-site consumption is ancillary to the main grocery use.

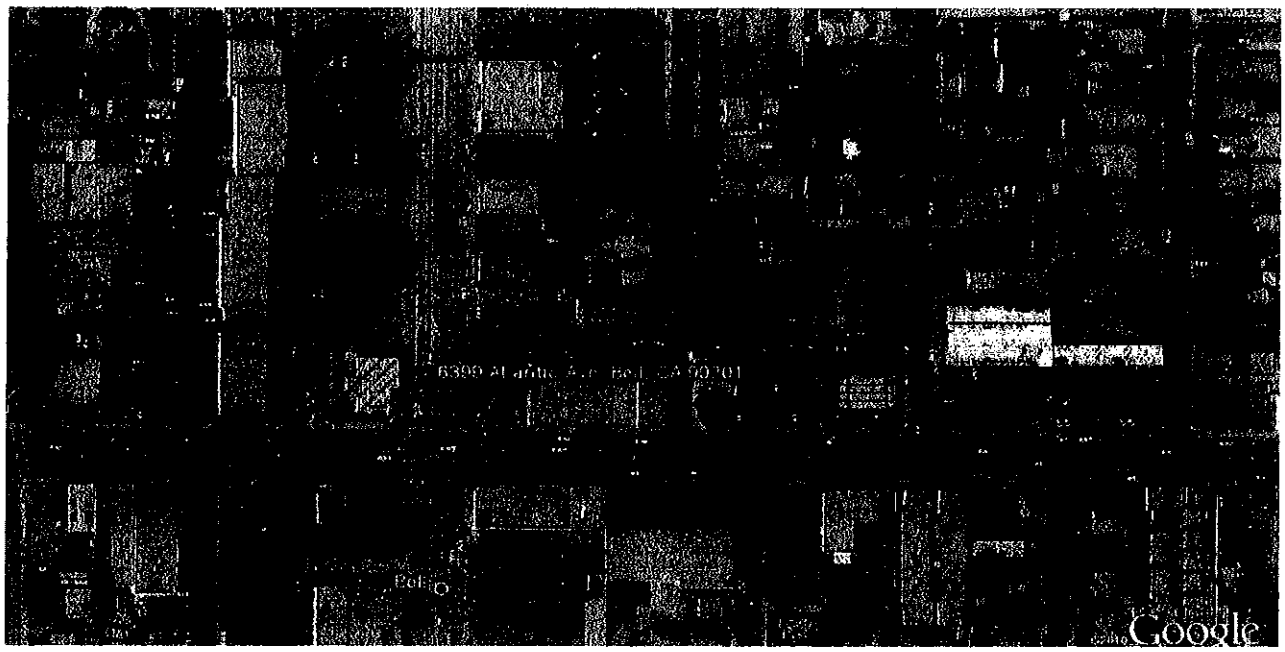
The proposed hours of operation are from 6:00 AM to 11:00 PM. Delivery of product and goods are limited by the current approval of Resolution 90-25. According to condition of approval No. 43, "all commercial deliveries to the property [Bell Palm Plaza] shall be prohibited between the hours of 2:00 PM and 6:00 PM, Mondays through Fridays". The applicant has accepted this condition of approval.

Fresh & Easy Neighborhood Market currently employs an average of 20-30 employees per store for an average-sized store. However, given the size of this proposed store, they will create positions for 12 to 14 employees at 5 employees per shift.

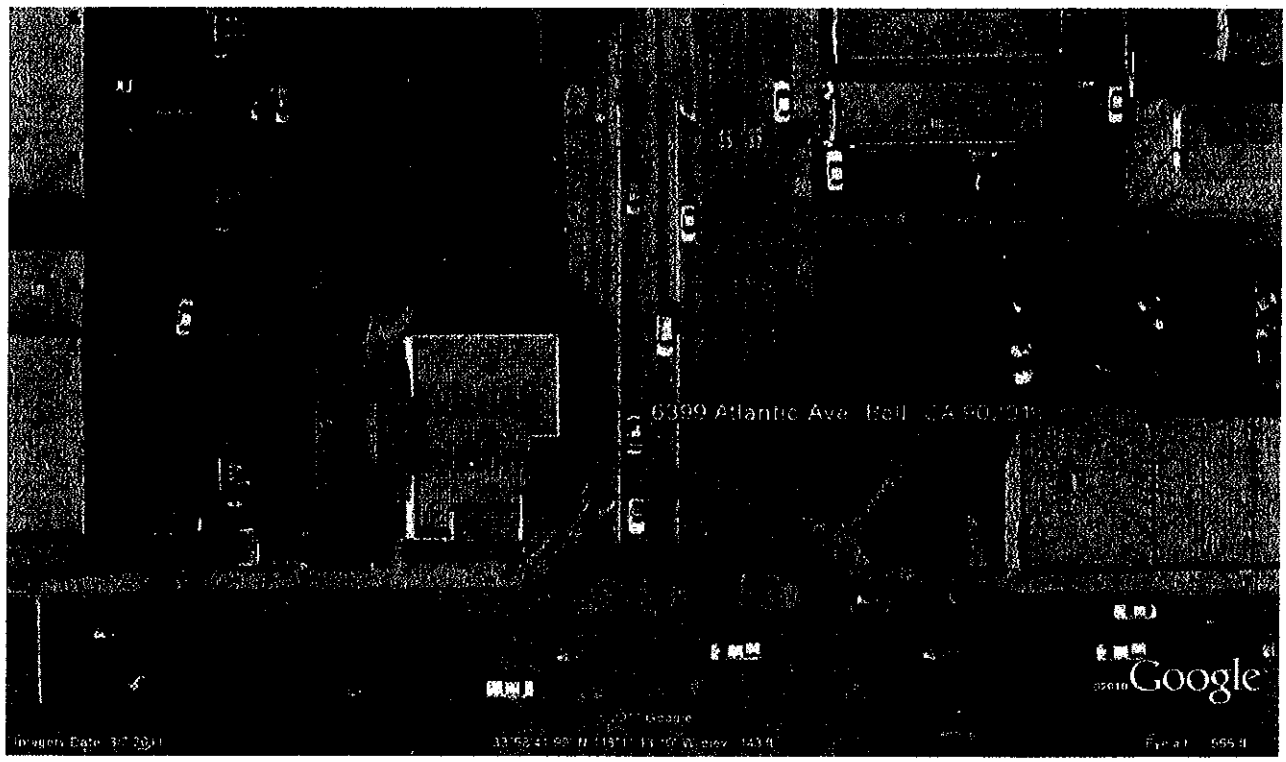
B. COMPATIBILITY OF USE

The site is currently located adjacent to several businesses located north and west of the facility. The facility is actually part of a larger development known as the Bell Palm Plaza which was a planned retail shopping center consisting of 92,900 square feet of gross floor area. The proposed use will be similar and is considered as a retail use.

AERIAL PHOTO
(General Location)



AERIAL PHOTO
(Detailed)



STREET VIEW

SURROUNDING LAND USES

Subject Property	General Plan	Zoning District	Land Use
South	Heavy Commercial	C-3	Commercial/ Retail Units
North	Heavy Commercial	C-3	Commercial/ Retail Units
East	Heavy Commercial	C-3	Commercial/ Retail Units
West	Heavy Commercial	C-3	Commercial/ Retail Units

LAND USE STATISTICS

LAND USE REQUIREMENTS		
	REQUIRED	PROVIDED
Minimum Lot Area (square feet)	5,000	11,362 sq. ft.
Building Area (square feet)	No Minimum	4,212 sq. ft.

PARKING REQUIREMENTS		
	REQUIRED	**PROVIDED**
Parking Spaces for 1,399 sq. ft. General Com. Area (1/200)	7 spaces	7 spaces
Parking Spaces for 2,813 sq. ft. Grocery Sales Area (1/200)	14 spaces	14 spaces
Total Number of Parking	21 Spaces	20 Standard + 1 Handicap Accessible = 21 spaces

C. PARKING

Bell Municipal Code section 17.76.020, General Commercial and Office Areas only require a parking ratio of 1 parking stall for every 200 square feet of gross floor area up to 5,000 square feet. Using this ratio, staff determined the parking requirement for each building as noted on the Land Use Statistics table below. Currently the site has adequate parking for the current use. Once the tenant improvements are conducted the Parking layout will be modified to accommodate the new store entrance location and all accessible parking will be adjusted accordingly.

D. GENERAL PLAN CONSISTENCY

The City's General Plan Land Use Element designates the subject property for Commercial use. The proposed use would be consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element which states that Grocery Markets are a permitted use in the C-3 zone in which the subject property is located. Pursuant to Bell Municipal Code section 17.96.030(2)(c), any proposed retail establishment, other than a gas station, consisting of less than 23,000 square feet in gross floor area, and which proposes to sell for off-site consumption beer and wine, shall require a Conditional Use Permit.

The proposed Commercial tenant improvement will be adequate for the site and will meet the general Plan policy 2 in which the project will promote economic stability through the diversification of the commercial base and will develop new employment opportunities.

E. EXISTING CONDITIONS OF APPROVAL

The existing parcel and building for the grocery store is part of the Bell Palm Plaza and therefore is subjected to all pertinent conditions of approval as contained in the master Conditional Use Permit for the development of the entire shopping center under Planning Commission Resolution No. 90-25. A condition of approval number 46 states, "That except as provided in condition No. 47, no use shall be located, commenced, or maintained on Parcel No. 3, as shown on the Tentative Parcel Map marked Exhibit 'B', without the prior approval of the Agency to assure compliance with the Plan [Development Plan] and to assure compatibility with surrounding and adjacent uses;". Staff has consulted and verified with City Attorney that the proposed use does not classify as a change of use and is in actuality the same type of use (retail) and therefore will not warrant a prior review or approval of said Agency.

F. ARCHITECTURAL REVIEW

The structures are pre-existing commercial buildings with access being provided by existing parking driveways and parking lots at the rear and the side of the property. There will be no additions made to the buildings. However, there will be several minor modifications to the building exterior façade that will add character to the building via a parapet wall extending upwards and additional storefront glasses which complement the style of the structure and the Fresh & Easy Logo theme. The applicant intends to paint the building exterior to match the company's color theme of 'herb garden', 'Philadelphia Cream', and 'California Hills'.

PUBLIC CONVENIENCE OR NECESSITY

Pursuant to sections 23958 and 23958.4 of Business and Professions Code the Department of Alcoholic Beverage Control will not issue an alcoholic beverage license to a grocery facility located in an area of "undue concentration" unless the local government entity first makes a finding of "Public Convenience or Necessity" for the sale of alcoholic beverages at that location.

The project is located within Census Tract 5336.01, which allows up to three (3) off-site sales type 20 Department of Alcoholic Beverage Control (ABC) Licenses. According to ABC records, as of June 2011, there are currently three (3) existing licenses within the Census Tracts. Therefore a finding of Public Convenience or Necessity will be required for this site in order for the Department of Alcoholic Beverage Control to issue the new license.

A study was conducted to determine the local crime statistics for the surrounding locations that currently have ABC Licenses, to which staff found to be negligible. In the last 2 years there has been only one incident involving a person consuming alcohol in public which was cited at 3727 Gage Avenue on June 18, 2011.

PUBLIC NOTICE

In conformance with applicable law, staff sent out notices to all the surrounding property owners within 500 feet of the project location. A total of 53 owners were notified of the proposed application and project proposal. The notices were also posted at three specific sites and were published on October 14, 2011 in a newspaper of general circulation which is adjudicated in the city for public notice. A duly noticed public hearing was conducted on October 26, 2011 and was continued to the regular meeting.

ENVIRONMENTAL REVIEW

Staff has reviewed the Conditional Use Permit application and determined that the proposed project qualifies for a Class 1 Categorical Exemption pursuant to Section 15301 (Existing Facilities) of the California Environmental Quality Act ("CEQA") Guidelines, Title 14, Chapter 3 of the California Code of Regulation and is thereby exempt from CEQA, Public Resources Code Sections 21000 et seq. Consequently, the staff has prepared a Notice of Exemption.

FINDINGS OF FACT

Pursuant to Chapter 17.96.040 of the Bell Zoning Code, staff has provided the following findings that the following circumstances are applicable to the subject site:

1. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The proposed site plan showed only minor modifications to the current building with the addition of signs and themed painting on the existing building. There will be a tenant improvement for the interior of the store to accommodate the grocery sales area and the proposed bakery.

2. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue and Atlantic Avenue which are major arterial streets that can handle the current and future generated traffic for this existing facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Gage and Atlantic Avenues, effectively eliminating any direct traffic incidents on Atlantic Avenue.

3. The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.

4. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Atlantic and Gage Avenues. The proposed sale of beer and wine for off-site consumption will not adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar commercial uses that sell beer and wine.

5. The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will be promoting economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Gage and Atlantic Avenue corridors.

6. The proposed use of the site including the sale of beer and wine for off-site consumption is deemed to be of necessity to the applicant's business plan and part of the desired services offered to the public as a convenience while shopping at the proposed market.

CONDITIONS OF APPROVAL

If the Conditional Use permit is granted, that the following conditions be attached to the Conditional Use Permit:

That the property shall be maintained in accordance with:

A. The Applications and Exhibits thereto, "A" through "D" included in this report on file in the office of the Clerk of the City of Bell; and

B. All applicable laws, including, but not limited to, Bell Municipal Code and the Bell Zoning Code, Specifically Chapter 17, as the same exist as of the date of approval of this Application or as the same may hereafter be amended; and

C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-06 and all applicable conditions as set forth in the site's existing Resolution 90-25; and

1. That this Conditional Use Permit (CUP 2011-06) entitlement shall be for an Express Grocery Store with an Alcoholic Beverage Control Department license Type 20 for the sale of beer and wine only (no liquor) for off-site consumption; any increase, intensification and/or change of use shall be subject to review by the Planning Commission through a Conditional Use Permit process as noted in Chapter 17; and

2. That the applicant's total yearly alcohol sales shall make up no more than twenty five (25) percent of the establishment's total gross floor sales area and

that the beer and wine use shall be ancillary to the primary Grocery Store use; and

3. That if the chief of police determines that there is a continuing police problem arising from store operations, he or she may, after having sought to have the applicant and/or landlord address the problem, require that the store provide a police-approved doorman and/or security personnel during normal business hours; and

4. That, if based upon complaints received concerning the operation of the property, or for other cause, the Planning Director determines that the approved use is exercised contrary to any conditions imposed upon the Conditional Use Permit, or is exercised to the detriment of public health or safety, or constitutes a nuisance, or is otherwise in violation of any laws or this Conditional Use Permit, then the Planning Director shall schedule a noticed public hearing before the Planning Commission in accordance with Bell Municipal Code § 17.96.170 to determine whether the Conditional Use Permit should be revoked. The Commission may revoke the Conditional Use Permit if it finds any of the conditions in Bell Municipal Code § 17.96.170 satisfied, subject to review on appeal, taken in the time and manner set forth in Article III of the Bell Municipal Code; and

5. That the Conditional Use Permit conditions shall be placed on the property in a location where employees can easily read the conditions; and

6. That this Conditional Use Permit is subject to annual review by the appropriate City of Bell Department, including but not limited to Police, Building and Safety, Planning, Public Works, Finance, CAO; and

7. That, any proposed or actual (i) substantial modification to a building or structure located on the property, or (ii) intensification of use so as to make the parking inadequate, as determined by the Chief Administrative Officer or designee, or (iii) other change in the use of the property, shall be cause to either revoke the Conditional Use Permit under Condition 4 or to review the conditions of the Conditional Use Permit for modification. Any review shall be undertaken through a public hearing before the Planning Commission pursuant to Bell Municipal Code Section 17.96.190. A modification may be approved if necessary to protect the public peace, health and safety, or if necessary to permit reasonable operation under the Conditional Use Permit; and

8. That prior to the issuance of building permits the applicant will submit two sets of plans to the department of building and safety for plan check review and shall obtain approval of such plans by all agencies pertinent to the project proposal; and

9. That all conditions of approval, as requested in writing by the Los Angeles County Fire Department, the Los Angeles County Health Department, and in compliance with the 2010 California Building Code, regarding but not limited to hazardous/flammable storage of chemicals and/or materials, access, fire flow, and maximum occupancy requirements for the property shall be complied with or guaranteed prior to the issuance of building permits for improvements of the property; and

10. That any graffiti placed on any building or structure located on the property shall be removed promptly after its placement; failure on the Applicant's behalf to remove such graffiti upon twenty-four (24) hours written notice shall empower the City to enter upon the property and cause such removal, or painting over, of said graffiti, at the expense of the Applicant. The Applicant shall promptly pay, upon receipt of an invoice from the City, all the City's reasonable costs of such work; and

11. That all textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board and/or Planning Commission; and

12. That the Applicant guarantees that there will be no deviation from the approved number of parking spaces, including reserved parking, compact parking, loading spaces, car and vanpool parking and any other ancillary forms of parking provided, and that the project will at all times conform to the parking plan indicated in Exhibit "C" to the Agenda Report accompanying this Resolution; and

13. That the Applicant agrees that all tenant improvements shall be in accordance with all necessary local, state and federal guidelines for handicapped access including, but not limited to the Americans with Disabilities Act, and the 2010 California Building Code; and

14. That there shall be no public telephones located on the property except within an enclosed building. Building as used herein shall not include telephone booths; and

15. That any signage shall require that a signage plan be submitted separately and approved by the Architectural Review Board, pursuant to the provisions outlined in the Bell Zoning Code; and

16. That the applicant and each of his agents, contractors, and subcontractors engaged in construction activities on the property shall obtain proper business and contractor's licenses from the City of Bell; and

17. Applicant,*(and anything the applicant controls)* agrees to maintain the property and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, and walls in a first class condition and repair, free of rubbish, debris and other hazards to

persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) building surfaces and structures shall be painted and kept in good repair; (ii) signs shall be maintained in a first class condition of repair; (iii) sweeping and trash removal shall be performed regularly; (iv) shrubbery, plantings, and other landscaping shall be cared for and kept in a healthy condition, and replaced as needed; and (v) asphalt or concrete paving shall be repaired, replaced and restriped using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition; and

18. That all commercial deliveries to the Property shall be prohibited between the hours of 2:00 p.m. to 6:00 p.m., Mondays through Fridays; and

19. Applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office and that copies of said licenses and certifications shall be maintained on file with the City of Bell; and

20. That the Applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed upon this Conditional Use Permit; and

21. That the applicant shall agree to defend, indemnify and hold harmless, the City of Bell, its agents, officers and employees from any claim, action or proceeding against the City of Bell or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Bell, its legislative body, advisory agencies, or administrative officers concerning the subject Application. The City of Bell will promptly notify the applicant of any such claim, action or proceeding against the City of bell and the applicant will either undertake defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Bell fails to promptly notify the applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Bell. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent, but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

Attachments

Exhibits:
- "A" – Conditional Use Permit Application
- "B" – Environmental Notice of Exemption
- "C" – Site Plan, Floor Plan and Elevations
- "D" – Radius Map
- Planning Commission Resolution of Approval for CUP and PCN

CITY OF BELL

CONDITIONAL USE PERMIT APPLICATION

(Note: Obtain instructions as to the preparation of maps and other information required for this application from the Planning Department before filing this petition.)

CUP2011-06

PLANNING COMMISSION,
CITY OF BELL, CALIFORNIA

The applicant (s) JOSE GOMEZ (ADOLPH ZIEMPA, AIA & ASSOCIATES, INC.)
is/~~are~~ REPRESENTATIVE FOR THE LESSEE, FRESH AND EASY NEIGHBORHOOD MARKET.
(State whether owner, lessee, purchaser, or agent for any of the foregoing. If applicant is the agent for any of the foregoing, written authorization must be attached, together with a copy of the contract to purchase where appropriate.)

of the property situated at 6399 S. ATLANTIC AVE. BELL, CA 90201
(street address)

between GAGE AVE. (street) and RANDOLPH ST. (street)

exact legal description of the said property PARCEL 3 OF THE PARCEL MAP 20500, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 241, PAGES 87 AND 88 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. 6317-018-407
(take legal description from deed or policy of title insurance)

→ A. Above described property was acquired by applicant on 01-26-1999
(month, day, year)

→ B. What original deed restrictions concerning type of improvements permitted, if any, were placed on the property involved? Give date said restrictions expire.

SEE ATTACHED

(You may attach copy of original printed restrictions in answer to this question after properly underscoring those features governing the type and class of uses permitted thereby.)

C. REQUEST: The applicant requests that a Conditional Use Permit be granted to use the above described property for the following purposes:

1. PROPOSED USE: RETAIL GROCERY MARKET WITH ALCOHOL SALES (BEER + WINE)

2. PRESENT ZONING: C-3 HEAVY COMMERCIAL

3. NATURE OF BUSINESS: N/A

(Use this space ONLY to state exactly what is intended to be done on or with the property which does not conform with existing zoning regulations. If a building is involved, a sketch or plan to scale with photographic or other suitable description should accompany this application.)

PROPERTY OWNER'S AFFIDAVIT

COUNTY OF LOS ANGELES)
) SS.
STATE OF CALIFORNIA)

I MARK LEEVAN, Being duly sworn depose and say that I am an owner of property involved in this petition and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Signed _____

9454 WILSHIRE BLVD.
Mailing Address

Phone Number 310-274-9403 BEVERLY HILLS CA 90212
City State Zip

Subscribed and sworn to before me this _____ day of _____, 19____

_____
Notary Public

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me this 12th day of September, 2011 by Mark Leevan proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____
Shigeru Kenneth Hayakawa

SHIGERU KENNETH HAYAKAWA
Commission # 1932084
Notary Public - California
Los Angeles County
My Comm. Expires May 7, 2015

My Commission Expires: May 7, 2015

CITY OF BELL
PLANNING COMMISSION

NOTE: The Code requires that the conditions set forth in the following three Sections 1, 2, 3, below MUST be established before a Conditional Use Permit can be granted. (Explain in detail wherein your case conforms to the following requirements.)

I. THAT THE SITE FOR THIS PROPOSED USE IS ADEQUATE IN SIZE AND SHAPE AND TOPOGRAPHY: (EXPLAIN)

THE SUBJECT SITE IS LOCATED ON THE NORTH-WEST CORNER OF ATLANTIC AVE AND GAGE AVE. IT IS APPROXIMATELY 0.26 ACRES IN SIZE WITH AN EXISTING VIDEO RENTAL STORE THAT WILL BE REMODELED AND REPLACED WITH A 4600 ft FRESH AND EASY - EXPRESS MARKET. NO ADDITIONAL SQUARE FOOTAGE TO THE EXISTING BUILDING IS BEING PROPOSED.

II. THAT THE SITE HAS SUFFICIENT ACCESS TO STREET AND HIGHWAYS, ADEQUATE IN WIDTH AND PAVEMENT TYPE TO CARRY THE QUANTITY AND QUALITY OF TRAFFIC GENERATED BY THE PROPOSED USE: (EXPLAIN)

THE SUBJECT SITE IS PART OF BELL PALM PLAZA WHICH IS APPROXIMATELY 313,459 ft OR 7.19 ACRES IN SIZE AND HAS ADEQUATE PARKING AND STREET ACCESS TO ACCOMODATE THE PROPOSED USE. PARKING WILL ONLY BE SLIGHTLY MODIFIED TO PROVIDE CLOSER ADA ACCESS TO THE FRONT ENTRY TO THE STORE.

III. THAT THE PROPOSED USE WILL NOT HAVE AN ADVERSE EFFECT UPON ADJACENT PROPERTIES: (EXPLAIN)

THE PROPOSED SALE OF ALCOHOLIC BEVERAGES FOR OFF-SITE CONSUMPTION IN CONJUNCTION WITH THE NEW FRESH & EASY STORE WILL NOT CREATE ADVERSE IMPACTS TO THE CHARACTER OF DEVELOPMENT IN THE IMMEDIATE NEIGHBORHOOD. THE STORE WILL PROVIDE THE COMMUNITY WITH A NEW RETAIL FACILITY WITH ON-SITE BAKERY AND A HOST OF COMPETITIVELY PRICED PRODUCTS. THE PROPERTY IS ZONED FOR SUCH A USE AND THE PROPOSED USE IS COMPATIBLE WITH THE DEVELOPMENT OF THE COMMUNITY.

ENVIRONMENTAL INFORMATION FORM

(To be completed by applicant)

Date filed 9-19-11

Project Permit Number CUP 2011-06

Subject Site Zone C3 (HEAVY COMMERCIAL)

GENERAL INFORMATION

1. Name, address, and telephone number of developer or project sponsor:
   MARK LEEVAN (MARK LEEVAN INVESTMENT, CO.)
   9454 WILSHIRE BLVD. #600, BEVERLY HILLS, CA 90212 (310) 274-9403

2. Name, address, and telephone number of person to be contacted concerning this project if different from above:
   JOSE GOMEZ (ADOLPH ZIEMBA, AIA & ASSOCIATES, INC.)
   601 S. GLENOAKS BLVD. #400, BURBANK, CA 91502 (818) 841-2585

3. Address of project: 6399 S. ATLANTIC AVE. BELL, CA. 90201
   Assessor's Block and Lot Number: _____

4. Proposed project description:
   TENANT IMPROVEMENT AND CHANGE OF USE FROM EXISTING VIDEO RENTAL STORE TO GROCERY MARKET.

5. List and describe any other related permits and/or other public approvals required for this project, including those required by city, regional, state and federal agencies:
   HEALTH DEPARTMENT AND RELATED BUILDING & SAFETY APPROVALS ARE REQUIRED.

PROJECT DESCRIPTION

6. Site Size: 11,362 ±

7. Square footage: 4000 ±

8. Number of floors of construction: ONE (1)

9. Amount of off-street parking provided: 21 PARKING SPACES

10. Are Project Plans attached: YES

11. Proposed scheduling: 6AM. TO 11PM.

12. Associated projects: — NA —

13. Anticipated incremental development:
NO ADDITIONAL SQUARE FOOTAGE.

14. If residential, include the number of units, schedule of unit sizes, range of sale prices or rents, and type of household size expected:
COMMERCIAL.

15. If commercial, indicate the type, whether neighborhood, city, or regionally oriented, square footage of sales area, and loading facilities:
GROCERY MARKET W/ 2,813 ft² SALES AREA AND 1,187 ft² OF WAREHOUSE AREA.

16. If industrial, indicate type, estimated employment per shift, and loading facilities:
N/A

17. If institutional, indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project:
N/A

18. If the project involves a variance, conditional use or rezoning application, state this and indicate clearly why the application is required:
REQUIRES CONDITIONAL USE PERMIT FOR REVIEW OF PROPOSED USE AND OFF-SITE ALCOHOL SALES.

Are the following items applicable to the project or its effects? Discuss below all the items checked YES (attach additional sheets as necessary)

YES	NO	
___	X	19. Change in existing features of any bays, tidelands, beaches, lakes or hills, or substantial alteration of ground contours.
___	X	20. Change in scenic views or vistas from existing residential areas or public lands or roads.
___	X	21. Change in pattern, scale or character of general area of project.
___	X	22. Significant amounts of solid waste or litter.
___	X	23. Change in dust, ash, smoke, fumes or odors in vicinity.
___	X	24. Change in ocean, bay, lake, stream or round water quality or quantity, or alteration of existing drainage patterns.
___	X	25. Substantial change in existing noise or vibration levels in the vicinity.
___	X	26. Site on filled land or on slope of 10 percent or more.
___	X	27. Use of disposal of potentially hazardous materials such as, toxic substances, flammables, or explosives.
___	X	28. Substantial change in demand for municipal services (police, fire, water, sewage, etc.)

___ X 29. Substantially increased fossil fuel consumption (electricity, oil, natural gas, etc.)

X ___ 30. Relationship to a larger project or series of projects. (BELL PALM PLAZA)

ENVIRONMENTAL SETTING

31. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site. Snapshots or Polaroid photos will be required.

EXISTING BLOCKBUSTER VIDEO RENTAL STORE. BUILDING FOOTPRINT WILL NOT INCREASE AND EXTERIOR ALTERATIONS WILL TAKE PLACE. PROVIDING ADDITIONAL GLAZING ON THE ATLANTIC AVE AND CAGE ELEVATIONS, WITH A DISTINCTIVE "SAIL" PARAPET ABOVE THE RELOCATED ENTRY.

32. Describe the surrounding properties, including information on plants and animals, any cultural, historical or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one-family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, set-back, rear yard, etc.). Attach photographs of the vicinity. Snapshots or Polaroid photos will be required.

PROJECT IS LOCATED ON THE NORTH-WEST CORNER OF ATLANTIC AVE. AND CAGE AVE. THE SUBJECT PROPERTY IS AN EXISTING VIDEO RENTAL STORE AND PART OF BELL PALM PLAZA. IT IS SURROUNDED BY ADJACENT COMMERCIAL LAND USES ON ALL SIDES.

CERTIFICATION: I hereby certify that the statements furnished above and in the attached exhibits present the date and information required for this initial evaluation to the best of my ability and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date: 9-19-11 Signature: [signature]

Title: ASST. PROJECT MANAGER.

NOTICE OF EXEMPTION

TO: ☐ **Office of Planning and Research**
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: City of Bell
6330 Pine Avenue
Bell, CA 90201

☒ **County Clerk**
County of Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

PROJECT TITLE: CUP 2011-06

PROJECT LOCATION - Specific: 6399 Atlantic Ave

PROJECT LOCATION – City: Bell, CA 90201

PROJECT LOCATION – County: Los Angeles County

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:
Project proposes to allow Conditional Use Permit 2011-06 to consider a Determination of Public Convenience or Necessity to allow Off-sale of Beer and Wine at a proposed Retail Grocery located within an existing 4,000 square foot building on an 11,362 square foot lot.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of Bell
NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of Bell

EXEMPT STATUS: (Check one)
____ Ministerial (Sec.21080(b))(1):15268);
____ Declared Emergency (Sec. 21080(b)(3); 15269(a));
____ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
__x__ Categorical Exemption. State type and section number: 15301
____ Statutory Exemption. Sate code number:

REASONS WHY THE PROJECT EXEMPT:
The project, as proposed involves negligible or no expansion of an existing commercial building and negligible or no expansion of use as a neighborhood grocery market beyond that existing at this time. The entitlement permit will only allow the building to be occupied by Fresh & Easy Neighborhood Market with the sale of beer and wine for off-site consumption.

LEAD AGENCY CONTACT PERSON: Carlos M. Chacon (323) 588-6211

IF FILED BY APPLICANT:
1. **Attach certified document of exemption finding.**
2. **Has a notice of exemption been filed by the public agency approving the project?**

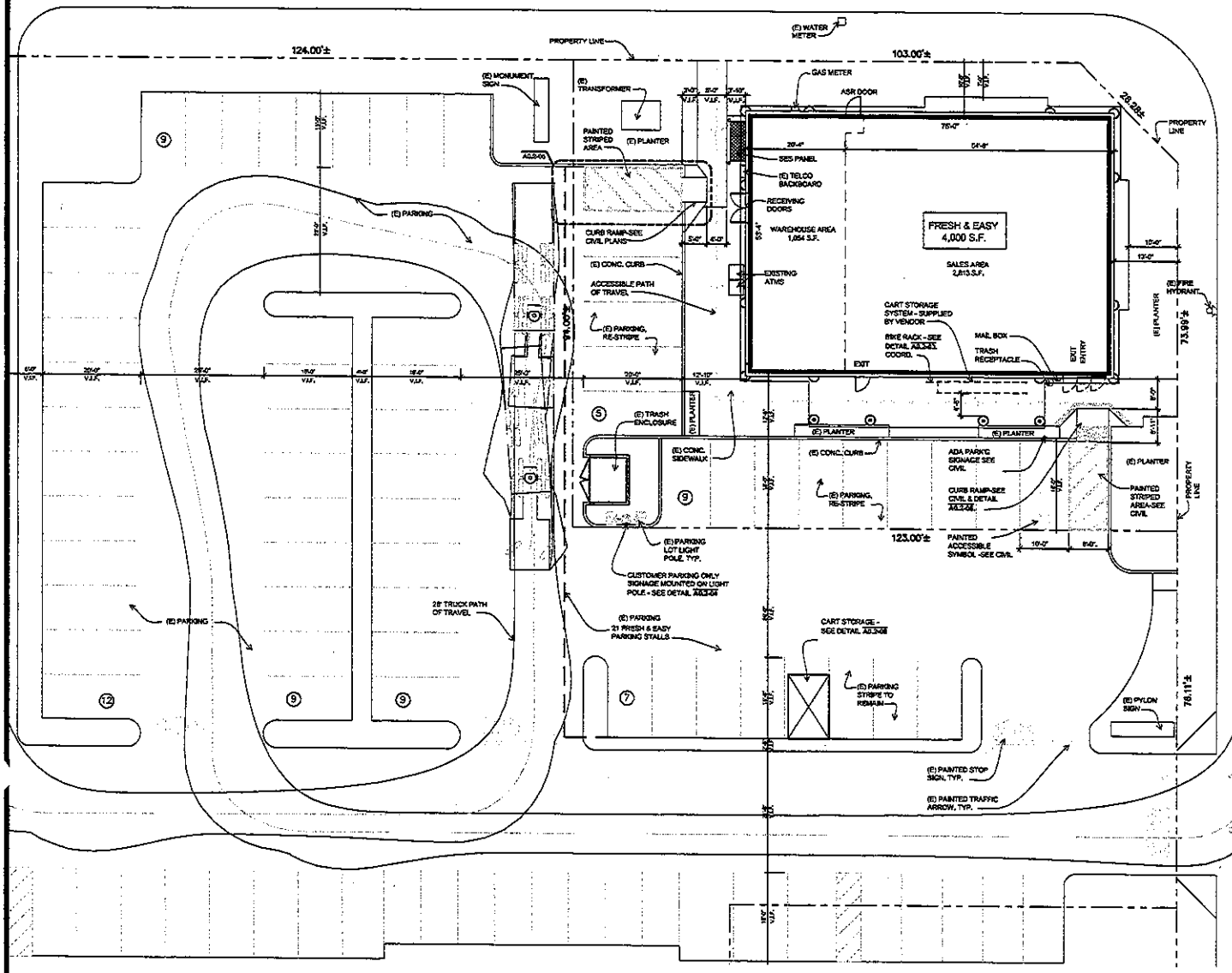
YES ☒ **NO** ☐

SIGNATURE: _____
DATE: 10/26/11
TITLE: ASSISTANT PLANNER

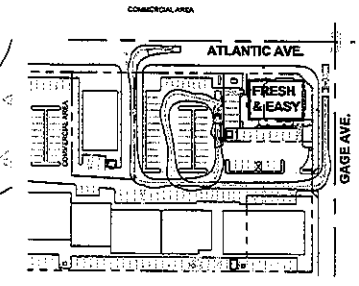
☒ **Signed By Lead Agency**

Date Received for filing at OPR: _____

☐ **Signed By Applicant**



A0.1-01 CONCEPTUAL SITE PLAN
SCALE: 1" = 10'-0"



A0.1-02 KEY SITE PLAN
SCALE: N.T.S.

SITE PLAN SUMMARY

STORE LOCATION:	Atlantic Ave. & Gage Ave.	Proposed	Prototype	Difference
City, State	Bell, CA			
Date:	6/7/2011			
LAND	Land Area (square feet)	312,456	13,454	298,002
	Land Area (acres)	7.19	0.30	6.89
BUILDING	Building Green Ground Floor Area (sq. ft.)	4,000	4,000	0.10
	BUILDING / LAND COVERAGE (%)	1.30%	27.98%	26.67%
PARKING	Standard Parking Stalls	20	10	8
	Accessible Parking Stalls	1	1	0
	Adult & Crier Parking Stalls			
	Cabinet Parking Stalls			
	TOTAL PARKING REQUIRED	20	10	8
	TOTAL REQUIRED PROVIDED	20	10	8
TRUCK TRAILER SIZE: 28'		24'		

APPROVAL SIGNATURES

NAME:	DATE

REVISIONS

DEL TA #	DESCRIPTION	DATE
	PAM Submittal	6/14/2011
	PAM Rev. Submittal	6/24/2011
	PAM Rev. Submittal	8/3/2011

PREPARED BY:
Chris Gaudio ADA

ADOLPH ZIEMBA, AIA & ASSOCIATES, INC.
601 SOUTH GLENOAKS BLVD., SUITE 400
BURBANK, CA 91502
Tel. (818) 841-2585 Fax (818) 841-7782
Email: adlarchitect@adolphzieme.com

fresh & easy
Neighborhood Market

6399 S. ATLANTIC AVE.
BELL, CA 90201

NWC-ATLANTIC AVE. & GAGE AVE

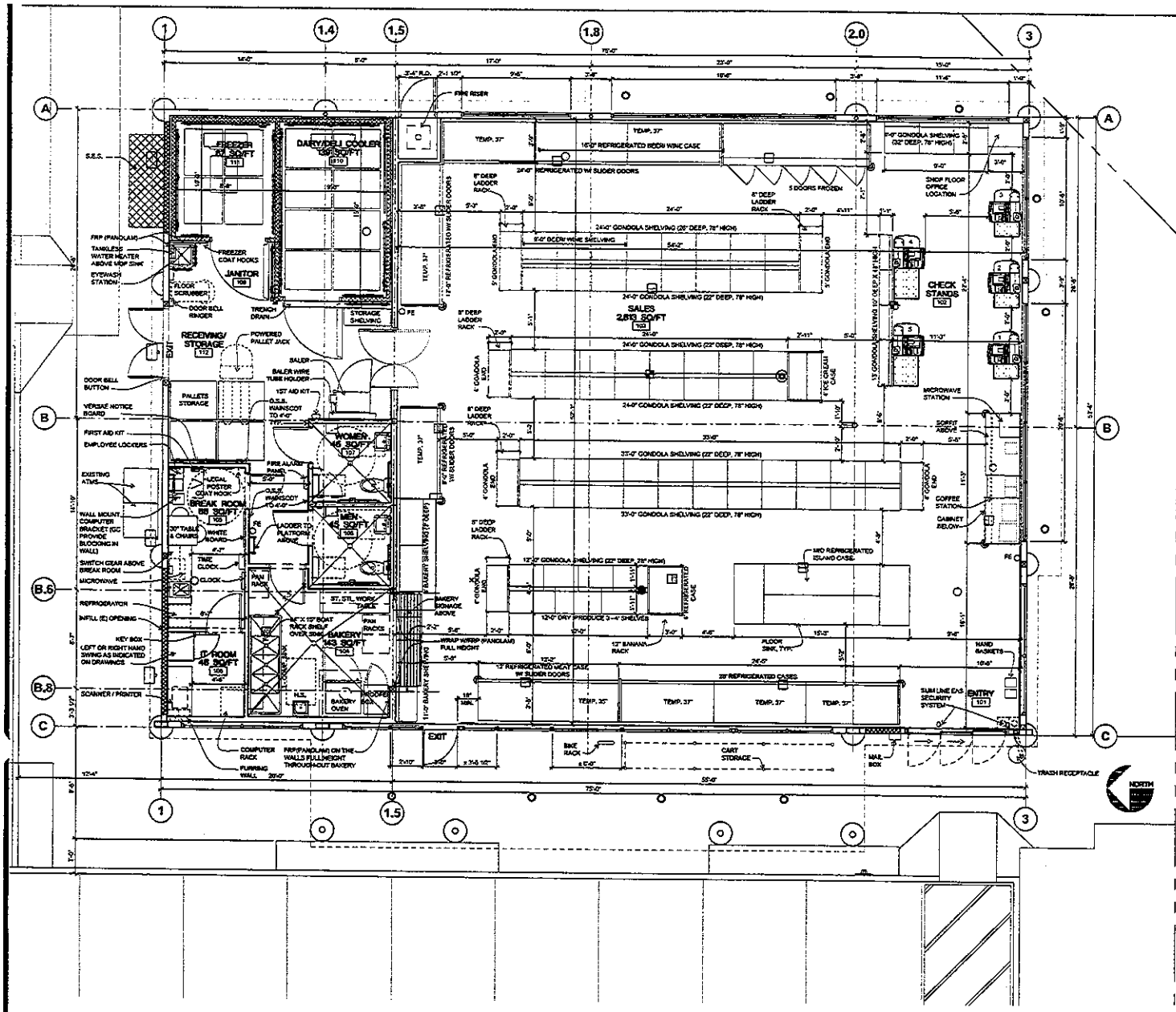
REVISIONS

PROTOTYPE
F3

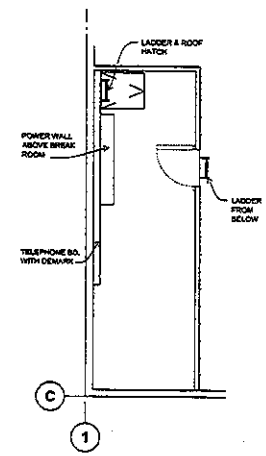
STORE NUMBER
1475

PROJECT NUMBER
110403

A0.1 SITE PLAN



F1.1-01 FIXTURE PLAN
SCALE: 1/4" = 1'-0"



F1.1-02 POWER WALL PLATFORM
SCALE: 1/4" = 1'-0"

ADOLPH ZIEMBA, AIA & ASSOCIATES, INC.
601 SOUTH GLENOAKS BLVD., SUITE 400
BURBANK, CA 91502
Tel (818) 841-2585 Fax (818) 841-7782
Email: adolphzieman@adolphzieman.com

fresh & easy
Neighborhood Market

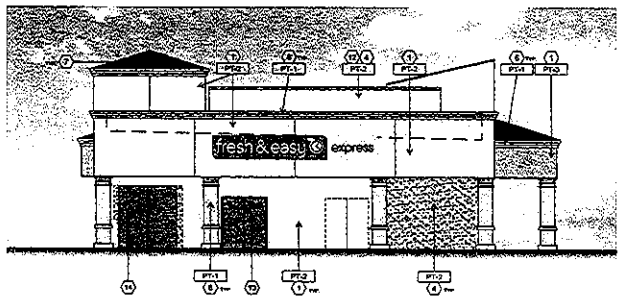
6399 S. ATLANTIC AVE.
BELL, CA 90201

NWC-ATLANTIC AVE. & GAGE AVE

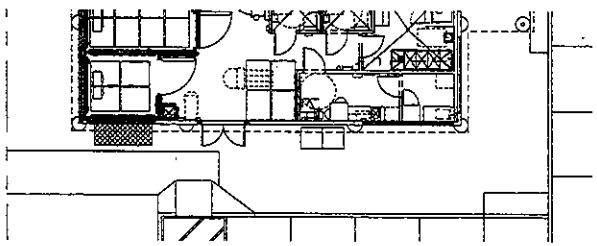
REVISIONS

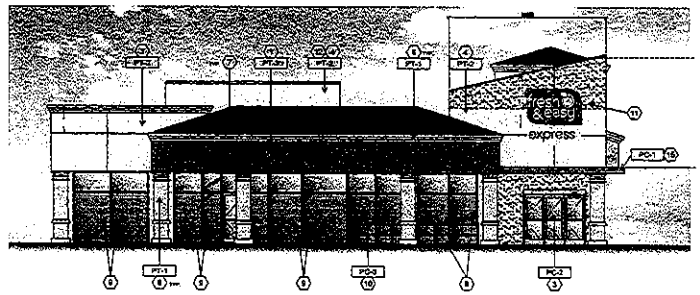
PROTOTYPE F3
STORE NUMBER 1475
PROJECT NUMBER 110463

F1.1 FIXTURE PLAN

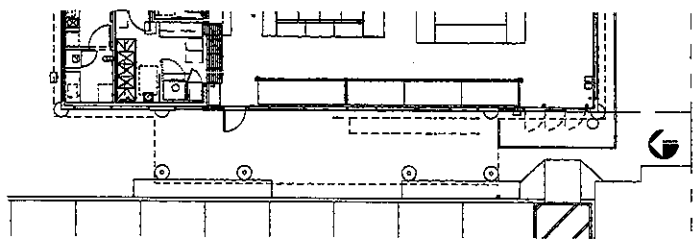


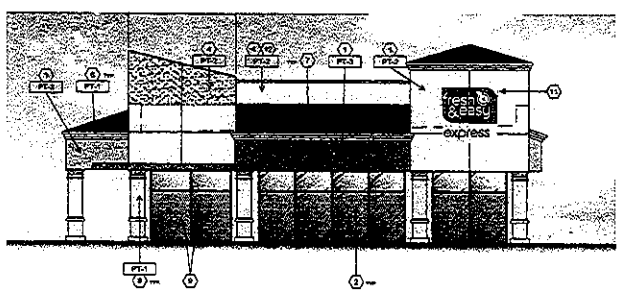
NORTH ELEVATION
SCALE: 1/8" = 1'



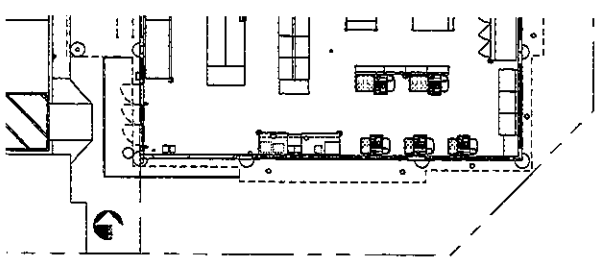


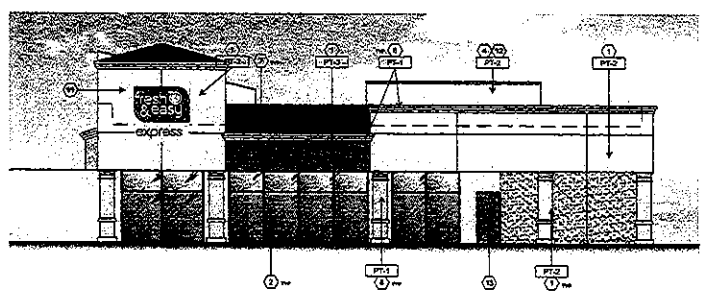
WEST ELEVATION
SCALE: 1/8" = 1'



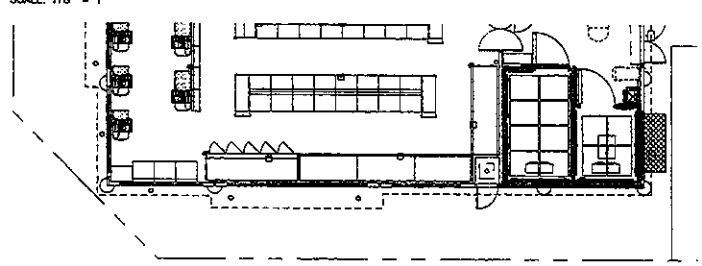


SOUTH ELEVATION
SCALE: 1/8" = 1'





EAST ELEVATION
SCALE: 1/8" = 1'



EXTERIOR ELEVATIONS - REVISIONS HISTORY		
DELTA #	DESCRIPTION	DATE
	PAM SUBMITTAL	6/24/2011
	PAM Re-SUBMITTAL	6/24/2011
	PAM Re-SUBMITTAL	7/29/2011

PAM APPROVAL SIGNATURES

Prepared By:
Dina Garcia-AZA

REVISED
9/2/09

MATERIALS:

1. (E) SMOOTH CEMENT PLASTER
2. ALUMINUM STOREFRONT WINDOWS/ DOOR TO MATCH EXISTING STOREFRONT.
3. ALUMINUM AUTOMATIC SLIDING DOORS
4. SMOOTH CEMENT PLASTER TO MATCH EXISTING
5. HOLLOW METAL EQUIPMENT ROOM DOOR
6. (E) CORNICE WITH STUCCO FINISH
7. (E) CLARY ROOF TILE
8. (E) COLUMN/ PILASTER WITH CONCRETE CURB
9. (E) ALUMINUM STOREFRONT WINDOW SYSTEM (TINT WHERE BACK OF CASES OCCURS)
10. CART STORAGE
11. SIGN
12. MECHANICAL EQUIPMENT SCREEN
13. HOLLOW METAL EXIT DOORS
14. ELECTRIC SWITCHGEAR
15. METAL OVERHANG

FINISHES / COLORS:

PT-1	BENJAMIN MOORE PAINT- #216 "CALIFORNIA HILLS"
PT-2	BENJAMIN MOORE PAINT- #HC30 "PHILADELPHIA CREAM"
PT-3	BENJAMIN MOORE PAINT - #434 "HERB GARDEN"
MS-2	SACK FINISH, GRAY.
AW-1	SUNBRELLA "FOREST GREEN"
PC-1	METAL PAINT TO MATCH #434 "HERB GARDEN"
PC-2	BRONZE ANODIZED ALUMINUM TO MATCH EXISTING
PC-3	GALVANIZED, FACTORY FINISH

BENJAMIN MOORE PAINT- #216 "CALIFORNIA HILLS"

BENJAMIN MOORE PAINT- #HC30 "PHILADELPHIA CREAM"

BENJAMIN MOORE PAINT - #434 "HERB GARDEN"

ADOLPH ZIEMBA, AIA & ASSOCIATES, INC.
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NWC-ATLANTIC AVE.
& GAGE AVE

REVISIONS

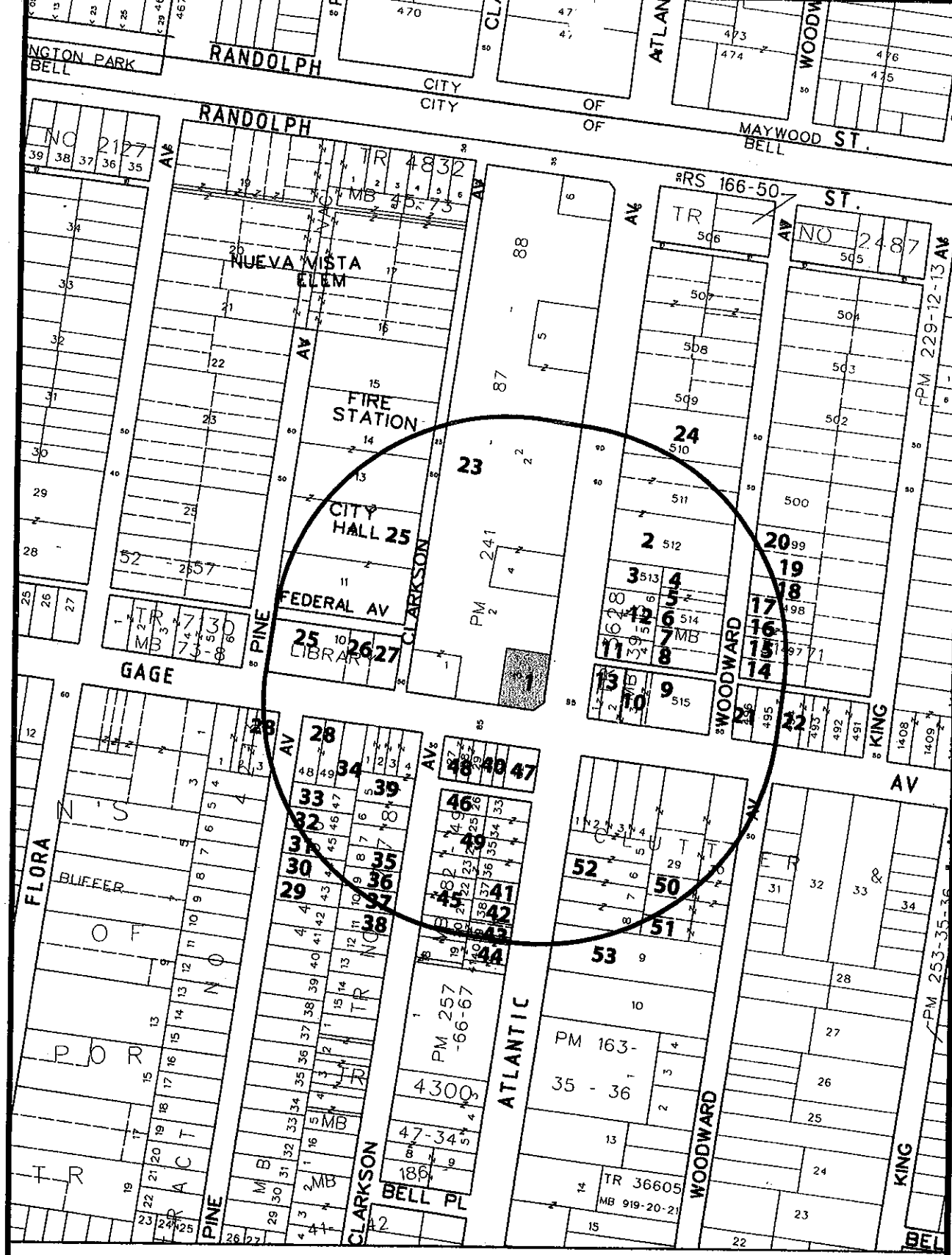
PROTOTYPE
F3

STORE NUMBER
1475

PROJECT NUMBER
110403

A3.1 PAM - EXTERIOR ELEVATIONS

126



500 FT. RADIUS MAP

ADDRESS: 6399 S. ATLANTIC AVENUE

QMS Quality Mapping Service

14549 Archwood St. Suite 301
Van Nuys, California 91405
Phone (818) 997-7949 - Fax (818) 997-0351
qmapping@qesqms.com

CASE NO:
DATE: 08-24-11
SCALE: 1" = 200'

QMS 11-145

NORTH

127

RESOLUTION 2011-47

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT CUP 2011-06 AND ISSUING A DETERMINATION OF A PUBLIC CONVENIENCE OR NECESSITY (PCN) TO ALLOW OFF-SALE BEER AND WINE FOR A PROPOSED RETAIL GROCERY LOCATED WITHIN AN EXISTING 4,000 SQUARE FOOT BUILDING ON AN 11,362 SQUARE FOOT LOT. THE SUBJECT PROPERTY IS LOCATED AT 6399 ATLANTIC AVENUE WITHIN THE C-3 ZONING DISTRICT, APN: 6317-018-407.

A. RECITALS

WHEREAS, Fresh & Easy Neighborhood Market (the Applicant") filed a complete application requesting the approval of Conditional Use Permit 2011-06 described herein ("Application");

WHEREAS, the Application pertains to an approximate 11,362 square foot property on Los Angeles County Assessor's parcel number 6317-018-407, more commonly known as 6399 Atlantic Avenue, Bell, California ("Property");

WHEREAS, the Applicant requests approval Conditional Use Permit CUP 2011-06 and issuing a determination of a Public Convenience or Necessity (PCN) to allow Off-sale Beer and Wine for a proposed Retail Grocery Store located within an existing 4,000 square foot building, pursuant to Bell Municipal Code, Chapter 17.96.030.2.c and

WHEREAS, an environmental assessment form was submitted by the Applicant pursuant to pertinent City requirements. Based upon the information received and Staff's assessment, the project was determined not to have a significant environmental impact on the environment and is categorically exempt from the California Environmental Quality Act ("CEQA") (Public Resources Code Section 210000 et seq.) and pursuant to Section 15301 of the CEQA guidelines, Title 14, Chapter 3 of the California Code of Regulation; and

WHEREAS, on October 26, 2011 the Planning Commission of the City of Bell conducted a duly noticed Public Hearing on the Application, and continued the Public Hearing to the November 22, 2011 Planning Commission meeting to allow time for the applicant and staff to review and resolve several conditions of approval; and

WHEREAS, Staff has met with the applicant, and has reviewed and resolved the conditions of approval whereby the applicant as well as the City Attorney, have reviewed the conditions of approval and found them to be acceptable; and

WHEREAS, on November 22, 2011, the Planning Commission of the City of Bell concluded a duly noticed continued Public Hearing on the Application, and all legal pre-requisites to the adoption of this resolution have occurred.

RESOLUTION

NOW, THEREFORE, THE PLANNING COMMISSION DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

1. All of the facts set forth in the recitals, Part A of this resolution, are true and correct and are incorporated herein by reference.

2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State law and the Municipal Code of the City of Bell.

3. Upon independent review and consideration of all pertinent information and the information contained in the Notice of Exemption for the CUP, the Planning Commission hereby finds and determines that the proposed project is exempt from California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.) pursuant to the Class 1 categorical exemption in Section 15301(a) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) in that the project involves the occupation of an existing building. The Planning Commission further finds that the proposed project will not result in direct or indirect significant impact on the environment. Accordingly, the Planning Commission adopts the Notice of Exemption and directs the Staff to file the Notice of Exemption as required by law.

4. Based upon substantial evidence presented to this Commission during the November 22, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:
   a) The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The existing site has a fully approved building that will accommodate the proposed use. The proposed site plan showed only minor modifications to the current building with the addition of signs and themed painting on the existing building. There will be a tenant improvement for the interior of the store to accommodate the grocery sales area and the proposed bakery.

   b) The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue and Atlantic Avenue which are major arterial streets that can handle the current and future generated traffic for this existing facility. Additionally, the site is arranged to provide adequate circulation for ingress and egress from Gage and Atlantic Avenues, effectively eliminating any direct traffic incidents on Atlantic Avenue.

c) The existing building to be utilized in conjunction with the use will be architecturally compatible with the existing and prospective uses of land located in the immediate vicinity of the site. The applicant will not modify the exterior of the building other than to paint the exterior surfaces to renew the appearance of the existing building.

d) The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Atlantic and Gage Avenues. The proposed sale of beer and wine for off-site consumption will not adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar commercial uses that sell beer and wine.

e) The conduct of the proposed use is in compliance with the applicable provisions of the general plan of the City of Bell. The proposed use will be promoting economic stability through the provision of an additional service to patrons which will result in the diversification of the commercial base along the Gage and Atlantic Avenue corridors.

f) The proposed use of the site including the sale of beer and wine for off-site consumption is deemed to be of necessity to the applicant's business plan and part of the desired services offered to the public as a convenience while shopping at the proposed market.

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2011-06, subject to the following conditions:

B. CONDITIONS OF APPROVAL

That the property shall be maintained in accordance with:

A. The Applications and Exhibits thereto, "A" through "D" included in this report on file in the office of the Clerk of the City of Bell; and

B. All applicable laws, including, but not limited to, Bell Municipal Code and the Bell Zoning Code, Specifically Chapter 17, as the same exist as of the date of approval of this Application or as the same may hereafter be amended; and

C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2011-06 and all applicable conditions as set forth in the site's existing Resolution 90-25; and

1. That this Conditional Use Permit (CUP 2011-06) entitlement shall be for an Express Grocery Store with an Alcoholic Beverage Control Department license Type 20 for the sale of beer and wine only (no liquor) for off-site consumption; any increase, intensification and/or change of use shall be subject to review by the Planning Commission through a Conditional Use Permit process as noted in Chapter 17; and

2. That the applicant's total yearly alcohol sales shall make up no more than twenty five (25) percent of the establishment's total gross floor sales area and that the beer and wine use shall be ancillary to the primary Grocery Store use; and

3. That if the chief of police determines that there is a continuing police problem arising from store operations, he or she may, after having sought to have the applicant and/or landlord address the problem, require that the store provide a police-approved doorman and/or security personnel during normal business hours; and

4. That, if based upon complaints received concerning the operation of the property, or for other cause, the Planning Director determines that the approved use is exercised contrary to any conditions imposed upon the Conditional Use Permit, or is exercised to the detriment of public health or safety, or constitutes a nuisance, or is otherwise in violation of any laws or this Conditional Use Permit, then the Planning Director shall schedule a noticed public hearing before the Planning Commission in accordance with Bell Municipal Code § 17.96.170 to determine whether the Conditional Use Permit should be revoked. The Commission may revoke the Conditional Use Permit if it finds any of the conditions in Bell Municipal Code § 17.96.170 satisfied, subject to review on appeal, taken in the time and manner set forth in Article III of the Bell Municipal Code; and

5. That the Conditional Use Permit conditions shall be placed on the property in a location where employees can easily read the conditions; and

6. That this Conditional Use Permit is subject to annual review by the appropriate City of Bell Department, including but not limited to Police, Building and Safety, Planning, Public Works, Finance, CAO; and

7. That, any proposed or actual (i) substantial modification to a building or structure located on the property, or (ii) intensification of use so as to make the parking inadequate, as determined by the Chief Administrative Officer or designee, or (iii) other change in the use of the property, shall be cause to either revoke the Conditional Use Permit under Condition 4 or to review the conditions of the Conditional Use Permit for modification. Any review shall be undertaken through a public hearing before the Planning Commission pursuant to Bell Municipal Code Section 17.96.190. A modification may be

approved if necessary to protect the public peace, health and safety, or if necessary to permit reasonable operation under the Conditional Use Permit; and

8. That prior to the issuance of building permits the applicant will submit two sets of plans to the department of building and safety for plan check review and shall obtain approval of such plans by all agencies pertinent to the project proposal; and

9. That all conditions of approval, as requested in writing by the Los Angeles County Fire Department, the Los Angeles County Health Department, and in compliance with the 2010 California Building Code, regarding but not limited to hazardous/flammable storage of chemicals and/or materials, access, fire flow, and maximum occupancy requirements for the property shall be complied with or guaranteed prior to the issuance of building permits for improvements of the property; and

10. That any graffiti placed on any building or structure located on the property shall be removed promptly after its placement; failure on the Applicant's behalf to remove such graffiti upon twenty-four (24) hours written notice shall empower the City to enter upon the property and cause such removal, or painting over, of said graffiti, at the expense of the Applicant. The Applicant shall promptly pay, upon receipt of an invoice from the City, all the City's reasonable costs of such work; and

11. That all textures, materials, and colors utilized on exterior elevations of the building are subject to review by the City of Bell Architectural Review Board and/or Planning Commission; and

12. That the Applicant guarantees that there will be no deviation from the approved number of parking spaces, including reserved parking, compact parking, loading spaces, car and vanpool parking and any other ancillary forms of parking provided, and that the project will at all times conform to the parking plan indicated in Exhibit "C" to the Agenda Report accompanying this Resolution; and

13. That the Applicant agrees that all tenant improvements shall be in accordance with all necessary local, state and federal guidelines for handicapped access including, but not limited to the Americans with Disabilities Act, and the 2010 California Building Code; and

14. That there shall be no public telephones located on the property except within an enclosed building. Building as used herein shall not include telephone booths; and

15. That any signage shall require that a signage plan be submitted separately and approved by the Architectural Review Board, pursuant to the provisions outlined in the Bell Zoning Code; and

16. That the applicant and each of his agents, contractors, and subcontractors engaged in construction activities on the property shall obtain proper business and contractor's licenses from the City of Bell; and

17. Applicant,*(and anything the applicant controls)* agrees to maintain the property and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all Federal, State, County and local bodies and agencies having jurisdiction, at applicant's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) building surfaces and structures shall be painted and kept in good repair; (ii) signs shall be maintained in a first class condition of repair; (iii) sweeping and trash removal shall be performed regularly; (iv) shrubbery, plantings, and other landscaping shall be cared for and kept in a healthy condition, and replaced as needed; and (v) asphalt or concrete paving shall be repaired, replaced and restriped using the same type of material originally installed, to the end that such paving at all times be kept in a level and smooth condition; and

18. That all commercial deliveries to the Property shall be prohibited between the hours of 2:00 p.m. to 6:00 p.m., Mondays through Fridays; and

19. Applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office and that copies of said licenses and certifications shall be maintained on file with the City of Bell; and

20. That the Applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed upon this Conditional Use Permit; and

21. That the applicant shall agree to defend, indemnify and hold harmless, the City of Bell, its agents, officers and employees from any claim, action or proceeding against the City of Bell or its agents, officers or employees to attach, set aside, void or annul, an approval of the City of Bell, its legislative body, advisory agencies, or administrative officers concerning the subject Application. The City of Bell will promptly notify the applicant of any such claim, action or proceeding against the City of bell and the applicant will either undertake defense of the matter and pay the City's associated legal or other consultant costs or will advance funds to pay for defense of the matter by the City Attorney. If the City of Bell fails to promptly notify the applicant of any such claim, action or proceeding, or fails to cooperate fully in the defense, the applicant shall not, thereafter, be responsible to defend, indemnify or hold harmless the City of Bell. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent, but should it do so, the City shall waive the indemnification herein, except, the

City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

C. That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to Fresh & Easy Neighborhood Market.

ADOPTED this 22nd Day of November, 2011

_____
Mayor

ATTEST:

_____
Rebecca Valdez
City Clerk

I CERTIFY that the foregoing Resolution No. 2011-47 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 22nd day of November, 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Rebecca Valdez
City Clerk