



# **City Council Agenda**

Regular Meeting

Bell City Council

**Wednesday, October 3, 2012**

**6:00 P.M. Closed Session**  
**7:00 P.M. Regular Meeting**

Bell Community Center  
6250 Pine Avenue

Ali Saleh  
**Mayor**

Violeta Alvarez  
**Vice-Mayor**

Danny Harber  
**Council Member**

Ana Maria Quintana  
**Council Member**

Nestor E. Valencia  
**Council Member**

# Welcome to the City Council Meeting

The Bell City Council and staff welcome 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. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 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.

## Statement Regarding Compensation for Members of the Bell City Council

Compensation for the members of the Bell City Council is \$673 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the following regular meetings: Successor Agency to the Bell Community Redevelopment Agency, the Bell Community Housing Authority, the Bell Public Finance Authority, the Bell Surplus Property Authority, the Bell Solid Waste Authority, and the Planning Commission.

**CITY OF BELL, CALIFORNIA**

**REGULAR MEETING OF THE**

**Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell  
Community Redevelopment Agency/ Bell Public Finance Authority/Bell Planning  
Commission**

**October 3, 2012**

**6:00 P.M. Closed Session  
7:00 P.M. Regular Meeting**

**Bell Community Center  
6250 Pine Avenue**

**Call to Order**

**Roll Call of the City Council in their capacities as Councilmembers/Members of all  
Related Agencies:** Harber, Quintana, Valencia, Alvarez, and Saleh

**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 Closed Session. Keep the public comment to items listed only on the Closed Session.

**Closed Session**

1. The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:
  - a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.  
Employee: City Attorney
  - b) PUBLIC EMPLOYMENT pursuant to Government Code Section 54957 (b) (1)  
Title: Police Chief
  - c) CONFERENCE WITH LEGAL COUNSEL- In the Matter of the Statement of Issues Against: Robert Rizzo, petitioner and City of Bell, respondent, CalPERS Case No. 2011-0774, OAH No. 2012020199
  - d) CONFERENCE WITH LEGAL COUNSEL-In the Matter of the Statement of Issues Against: Randy Adams, petitioner and City of Bell, respondent, CalPERS Case No. 2011-0788, OAH No. 20120230095
  - e) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

## Reconvene Regular Meeting

### Pledge of Allegiance

### City Attorney Report

The City Attorney will report out on any action(s) to be taken by the City Council/Agencies on Closed Session matters.

### Communications from the Public

This is the time members of the public may address the City Council, Bell Community Housing Authority the Successor Agency to the Bell Community Redevelopment Agency and the Planning Commission. The public may speak on items that are on the agenda and on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

### Consent Calendar

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion.

#### **Recommendation: Approve items No. 2 and 3**

2. Approval of Minutes of the Regular Meeting of September 19, 2012. *(Council and Related Agencies)*
3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated October 3, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

### Business Calendar

4. Discussion regarding Council Meeting dates. *(Council)Continued from the 09/19/12 meeting.*
5. Consideration of Resolution Approving the Housing Due Diligence Review and Authorizing the Transmittal of the Review to the Oversight Board and Other Agencies as Required by Law. *(Council/Successor Agency of the Bell Community Redevelopment Agency)*

**Recommendation: Adopt the resolution authorizing the transmittal of the Housing Due Diligence Review (DDR) and other related documents to the Oversight Board and to other affected entities as required by Section 34179.6 of the California Health and Safety Code.**

**RESOLUTION NO. 2012-74: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY APPROVING THE DUE DILIGENCE REVIEW OF THE AMOUNT TRANSFERRED FROM THE BELL COMMUNITY REDEVELOPMENT AGENCY TO THE BELL HOUSING SUCCESSOR AGENCY AND AUTHORIZING STAFF TO TRANSMIT THE REVIEW, ALONG WITH THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE, TO THE OVERSIGHT BOARD AND OTHER ENTITIES AS REQUIRED BY SECTION 34179.6 OF THE CALIFORNIA HEALTH AND SAFETY CODE.**

6. Consideration of an Amendment to a Professional Consulting Services Agreement with Rosenow Spevacek Group(RSG), Inc. for Continued Implementation of Redevelopment Dissolution Under AB1x-26/AB 1484 and other Economic Development and Government Services. *(Council/Successor Agency of the Bell Community Redevelopment Agency)*

**Recommendation: Approve Amendment No. 1 to the Amended and Restated Contract Services Agreement with Rosenow Spevacek Group (RSG) for a one-year term and in an amount not to exceed \$40,000 to provide ongoing technical, financial and administrative services necessary for the City to comply with AB1x26 and AB 1484, economic development, affordable housing, and other governmental service support, and authorize the City Manager to execute the contract services agreement.**

7. Consideration of US Soccer Foundation Grant Applications. *(Council)*

**Recommendation:**

- a. **Approve a Grant application to the US Soccer Foundation for Synthetic Turf Program in the amount of \$200,000:**
- b. **Approve a Grant application to the US Soccer Foundation for Youth Soccer Programming in the amount of \$15,000.**

8. Consideration to Approve Contract Agreement with Lead Tech Environmental to provide Lead Based Paint and Asbestos Inspection, Testing and Assessment Services. *(Council)*

**Recommendation: Approve the agreement with Lead Tech Environmental, in the amount not to exceed \$25,000 for Lead Based Paint and Asbestos Inspection, Testing and Assessment Services. These services will be funded under the Federal Community Development Block Grant (CDBG) Program, as lead based paint and asbestos testing are required by the CDBG regulations for units assisted through the Housing Rehabilitation Program and Handy Worker Program.**

9. Consideration of Calling and Giving Notice of a General Municipal Election on Tuesday, March 5, 2013, requesting specified services from Los Angeles County, establishing the regulations for candidates statements, consenting the consolidation with the City of Los Angeles, including the Los Angeles Community College District and authorizing a special runoff election in the event of a tie vote. *(Council)*

**Recommendation: Adopt the Resolution Nos. 2012-69-2012-73.**

- a. **Resolution No. 2012-69: Calling for the holding of a General Municipal Election to be held on Tuesday, March 5, 2013, for the election of certain officers as required by the provisions of the charter.**
  - b. **Resolution No. 2012-70: Requesting the Board of Supervisors of the County of Los Angeles to render specified services to the city relating to the conduct of a General Municipal Election to be held on Tuesday, March 5, 2013.**
  - c. **Resolution No. 2012-71: Adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, March 5, 2013.**
  - d. **Resolution No. 2012-72: Providing for the conduct of a Special Runoff Election for elective offices in the event of a tie vote at any municipal election.**
  - e. **Resolution No. 2012-73: Consenting to an election consolidation with the City of Los Angeles , including the Los Angeles Community College District and Ordering that the four (4) seats on the Board of Trustees of the Los Angeles Community College District appear on the Ballot of the General Municipal election to be held on Tuesday, March 5, 2013.**
10. Update on the New City of Bell Website. *(Council)*
- Recommendation: Receive and file. :
11. Discussion Regarding Citizen's Advisory Committee Forums for Recommendations Regarding the Utilities Users Tax. *(Requested by Mayor Saleh)*

### **Mayor and City Council Communications**

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

### **Adjournment**

**Next Regular Meeting, Wednesday, October 17, 2012**

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on September 28, 2012, at least seventy-two (72) hours prior to the meeting as required by law.



Rebecca Valdez, CMC  
City Clerk

**MEETING OF THE**

**Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community  
Redevelopment Agency/Bell Public Finance Authority/Bell Planning Commission**

**October 3, 2012**

**6:00 P.M. Closed Session  
7:00 P.M. Regular Meeting**

**Index**

<b><u>Agenda Category</u></b>	<b><u>Item Number</u></b>	<b><u>Page Numbers</u></b>
<b>Closed Session</b>	<b>1(a-e)</b>	<b>N/A</b>
<b>Consent Calendar</b>	<b>2</b>	<b>1A - 1F</b>
	<b>3</b>	<b>2A - 2N</b>
<b>Business Calendar</b>	<b>4</b>	<b>3 - 4</b>
	<b>5</b>	<b>5 - 27</b>
	<b>6</b>	<b>28 - 72</b>
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	<b>11</b>	<b>238</b>

## MINUTES OF THE

### Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/ Bell Public Finance Authority/Bell Planning Commission

September 19, 2012

6:00 P.M. Closed Session  
7:00 P.M. Regular Meeting

Bell Community Center  
6250 Pine Avenue

Call to Order by Mayor Saleh at 6:05 PM

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Harber, Quintana, Valencia, Alvarez, and Saleh

Present: Harber, Quintana, Alvarez and Saleh (4)

Absent: \*Valencia (1)

Staff: City Manager Willmore, Assistant City Attorney Soltani, City Clerk Valdez, Community Services Director Wasserman, Interim Finance Director Easter, Former Interim Community Director Fong, Account Clerk Perez, Assistant Planner Chacon, Captain Miranda, City Treasurer Hernandez, Consultant Flickin, Lieutenant Henshaw, Recreation Supervisor Hurtado and Senior Management Analyst Prado (14)

\*Councilmember Valencia arrived at 6:32 PM.

#### Communications from the Public on Closed Session Items

None.

#### Closed Session

1. The City Council and the related Authorities and Agencies recessed at 6:07 PM to a closed session to confer with legal counsel regarding the following matters:

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.  
Employee: City Manager
- b) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*
- c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *David Mango v. City of Maywood et. al.* (Case No. CV 11-05641 GW (FFMX))

- d) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

### Reconvened Regular Meeting at 7:12 PM

Pledge of Allegiance led by Heileen Marin, Bell High School student.

#### City Attorney Report

The City Attorney reported the following from closed sessions: Item a) was continued; Item b) and Item c) were discussed, no reportable action was taken.

#### Communications from the Public

The following individuals address the City Council on items that are on the agenda and on non-agenda items: Lorenzo Martinez, Miguel Contreras, Juliana Chico-Sanchez, Joe Carmona, Nora Saenz, Carmen Bella, Alfred Areyan, Alex Paredes, Jose Gonzalez, Velia Acosta, Irene Muro, Sandy Orozco, Martin Nava and Ben Flores.

#### Presentations

Presentation by the Girl Scouts of Greater Los Angeles, Liliana Arguenio. *(Requested by Councilmember Quintana)*

#### Consent Calendar

2. Approval of Minutes of the Regular Meeting of September 4, 2012. *(Council)*
3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated September 19, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)*
4. Approval to Accept the Florence Avenue Resurfacing Project as Complete, and Authorize Staff to Complete and File the Notice of Completion with the Los Angeles County Recorder. *(Council)*

It was moved by Councilmember Valencia, seconded by Vice Mayor Alvarez, to approve Items 2 through 4 from the consent calendar, was approved by the following vote:

<u>Vote:</u>	5-0
Yes:	Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

Item 2) Minutes of Special Meeting of September 12, 2012. (*Council and Related Agencies*) was pulled from the consent calendar by Councilmember Valencia for further discussion. Discussion ensued among the City Council.

It was moved by Councilmember Valencia, seconded by Councilmember Harber, to approve the Minutes of Special Meeting of September 12, 2012, was approved by the following vote:

<u>Vote:</u>	5-0
Yes:	Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

### Public Hearing

5. Consideration of Development of a Proposed 3,735 Square Foot Retail Building, located at 4714 Gage Avenue. Applicant: Angelo Karmos. (*Planning Commission*)

Item 5 was continued.

### Business Calendar

6. Consideration to Approve a Three-Year Building and Safety Contract with Interwest Consulting Group. (*Council*) Continued from 09/12/12 meeting.

Nancy Fong, former Interim Community Development Director provided a brief report on item 6. Discussion ensued among the City Council.

It was moved by Councilmember Valencia, seconded by Councilmember Harber, to approve a three-year contract agreement with Interwest Consulting Group to provide building and safety services; and authorize the City Manager to execute the contract agreement in amount not to exceed \$699,775.

<u>Vote:</u>	5-0
Yes:	Councilmember Harber, Councilmember Quintana, Councilmember Valencia, Vice Mayor Alvarez and Mayor Saleh
No:	None
Abstained:	None
Absent:	None

Motion Unanimously Passed.

7. Consideration of Contract for Fixed Route Bus, Advanced Reservation Dial-A-Ride Paratransit and Demand Based Taxi Based Dial-A-Ride Transportation Services.

Vernon Ficklin, Consultant, provided the staff report on Item 7. Discussion ensued among the City Council.

Councilmember Quintana motioned to not reject the bid from Oldtimers Foundation and reconsider their current contract. The motioned failed for lack of a second. Discussion ensued among the City Council.

It was moved by Councilmember Valencia, seconded by Councilmember Harber, to 1) Deny the request by the Oldtimers Foundation for a Waiver from submitting a price for a taxi based component in their proposal made and reject the Oldtimers' Proposal as incomplete; and 2) Approve an agreement with Global Pratransit, Inc. for Fixed Route Bus Service Advanced Reservation Dial-A-Ride Paratransit Service and Demand Based Taxi Based Dial-A-Ride transportation services in the amount of \$384,000.00

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

Motion Passed.

City Council recessed at 8:52 PM and reconvened to open session at 9:09 PM

8. Consideration to Purchase a Virtual Server Equipment for City's Information Technology System.

Pam Easter, Interim Finance Director and the Bell IT Steering Committee provided a staff report on item 8. Discussion ensued among the City Council.

It was moved by Vice Mayor Alvarez, seconded by Councilmember Valencia, to approve the purchase of two Hewlett Packard (HP) virtual servers and related hardware/software equipment to continue the improvements being made to the City's Information Technology system. This equipment will be purchased through government purchasing contracts that the City of Brea utilizes in its support to twelve local government agencies. The purchase amount will not exceed \$46,000 and will be funded by 2012-13 City Budget funds allocated for information technology system improvements.

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

Motion Unanimously Passed.

9. Consideration of Creation of New Employee Classifications and Bargaining Units, Confirmation of Existing Bargaining Units, Amendments to the Compensation Levels of Employee Classifications, and Implementation of Provisions of the Fiscal Year 2012-2013 budget.

1D

Doug Willmore, City Manager, provided a staff report on item 9. Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to adopt Resolution No. 2012-66 designating certain employee classifications as unrepresented employees and Resolution No. 2012-68 designating new bargaining units and confirming existing units for certain employee classifications, all of which implement the organizational changes recommended in the Fiscal Year 2012-2013 budget.

**RESOLUTION NO. 2012-66: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DESIGNATING THE FOLLOWING FULL-TIME AND PART-TIME OFFICERS AND EMPLOYEES OF THE CITY TO BE UNREPRESENTED EMPLOYEES, PURSUANT TO MUNICIPAL CODE SECTION 2.84.0630 (B), AND RESCINDING RESOLUTIONS NO. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39, AND 2008-34.**

**RESOLUTION NO. 2012-68: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA DESIGNATING NEW UNITS AND CONFIRMING EXISTING UNITS FOR CERTAIN FULL-TIME AND PART-TIME OFFICERS AND EMPLOYEES OF THE CITY, AND RESCINDING RESOLUTIONS NO. 2002-41, 2003-31, 2004-24, 2005-10, 2006-36, 2007-25, 2007-39 AND 2008-24.**

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

Motion Unanimously Passed.

**RESOLUTION NO. 2012-67: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, IDENTIFYING EMPLOYEE CLASSIFICATIONS AND COMPENSATION LEVELS FOR FISCAL YEAR 2012-2013 AND RESCINDING RESOLUTION NOS. 2004-22, 2005-09 AND 2008-27.**

It was moved by Councilmember Quintana, seconded by Vice Mayor Alvarez, to adopt Resolution No. 2012-67 identifying staff positions and compensation levels for employee classifications for the Fiscal Year 2012-2013, all of which implement the organizational changes recommended in the Fiscal Year 2012-2013 budget; including the following changes to the resolution: Deleting the third whereas, changing the fourth whereas to reflect that the past City Council had adopted the previous resolution stated, include a whereas indicating that Cal-PERS has requested this resolution, and the last whereas to reflect that the City Council is acknowledging the compensation levels of the positions as of July 1, 2012.

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

Absent: None

Motion Unanimously Passed.

10. Discussion regarding Council Meeting dates.

Item 10 was continued to the next meeting.

11. Consideration of Resolution to Support Bell Senior High School as a Gifted and Highly Ability School.

Council Member Quintana provided an update and informed that Bell High School did get recognized as a Highly Gifted Magnet school and will take two years to be implemented.

### **Mayor and City Council Communications**

Councilmember Valencia, requested to have the staff to contact Independent Cities Association to provide city pins. He also requested an agenda item to report back the utility users tax revenue for fiscal years 2008-2011 and asked the City Attorney to look into options for Council to approve a reduction on utility users tax.

### **Adjournment**

City Council meeting adjourned at 9:56 PM

I, Rebecca Valdez, City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on October 3, 2012.

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Rebecca Valdez, CMC  
City Clerk

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Ali Saleh, Mayor

**General  
Warrants  
(9/25-28/12)**

**City Council  
Meeting of  
October 3, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50640	09/25/12	121001	VOID VOID-TEST PRINT	0.00
50641	09/25/12	121001	VOID VOID-TEST PRINT	0.00
50642	09/25/12	121001	AT&T TELEPHONE BILLING-7/27-8/26/12 BELL P. D.	286.97
50643	09/25/12	121001	THE GAS COMPANY GAS BILLING-8/10-9/11/12 6704 ORCHARD AVE GAS BILLING-8/1-9/11/12 4357 GAGE AVE-SKATE PARK	60.01
50644	09/25/12	121001	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/8-9/7/12 6707 BEAR AVE-LB PK	1,372.39
50645	09/25/12	121001	WRIGHT EXPRESS FSC GAS CONSUMPTION-7/31-8/30/12	10,116.34
50646	09/26/12	121001	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 9/28/12	273,655.08
50647	09/27/12	121001	ANANCA LARIOS-PETTY CASH REIMB PETTY CASH REIMB-CITY HALL	812.57
50648	09/28/12	121001	VOID VOID-TEST PRINT	0.00
50649	09/28/12	121001	VOID VOID-TEST PRINT	0.00
50650	09/28/12	121001	AT&T TELEPHONE BILLING-8/2-10/1/12 CITY HALL	4,001.19
50651	09/28/12	121001	AT&T-LONG DISTANCE TELEPHONE BILLING-8/2-31/12 LONG DISTANCE-VARIOUS ACCOUNTS	16.93
50652	09/28/12	121001	NEXTEL COMMUNICATIONS CELLULAR BILLING-8/2-9/1/12 BCHA/BELL P. D.	307.18
50653	09/28/12	121001	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/14-9/13 6901 1/2 RIVER DR ELECTRICAL BILLING-8/13-9/12 6510 CLARKSON AVE ELECTRICAL BILLING-8/13-9/12 6800 OTIS TC1	184.94

2B

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ELECTRICAL BILLING-8/12-9/12 4400 GAGE AVE	
50654	09/28/12	121002	ADVANCED ACCESS SYSTEMS, INC. GATE MAINT-BELL P. D.	174.00
50655	09/28/12	121002	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-AUG'12	7,289.08
50656	09/28/12	121002	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD	5,967.38
50657	09/28/12	121002	AMERICAN PROMOTIONAL EVENTS REFUND-TUP 12-17&18 CR#133489	1,000.00
50658	09/28/12	121002	ART & FRAMES FRAME-BELL P. D.	130.50
50659	09/28/12	121002	BETTY L. ATCHISON INSURANCE BENEFIT-AUG'12	75.00
50660	09/28/12	121002	AULA ATHLETIC CLUB REFEREE SVCS-7/10-22/12 REFEREE SVCS-9/5-18/12	3,070.00
50661	09/28/12	121002	ERIC AVALOS REFUND-HALL RENTAL/DEPO 9/22	600.00
50662	09/28/12	121002	AVERY ASSOCIATES LABOR RELATIONS SVCS-AUG'12	925.00
50663	09/28/12	121002	BARRACUDA NETWORKS, INC. BARRACUDE STORAGE SERVICE	600.00
50664	09/28/12	121002	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-9/16-30/12	6,500.00
50665	09/28/12	121002	KEVIN P. BOYLAN CONSULTING SVCS-7/25-8/30/12 HR/LABOR RELATIONS	4,900.00
50666	09/28/12	121002	CARPENTER, ROTHANS & DUMONT LEGAL SVCS-8/2-31/12 RAMIREZ	3,039.22
50667	09/28/12	121002	JERRY CLINE INSURANCE BENEFIT-AUG'12	75.00
50668	09/28/12	121002	COLLIERS INTERNATIONAL APPRAISAL REPORT-RICKENBACKER	9,000.00
50669	09/28/12	121002	CONSERCO, INC. MAINT BILLING-SEP'12 BELL P. D.	1,071.00
50670	09/28/12	121002	DEL REY MARKETING REFUND-TUP#12-24 CR#134749	500.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50671	09/28/12	121002	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-AUG'12	7,520.13
50672	09/28/12	121002	ELSA DIAZ REFUND-HALL DEPOSIT 9/15/12	200.00
50673	09/28/12	121002	DURA FLOORING, INC. INSTALLATION-C. CTR	7,168.09
50674	09/28/12	121002	ENTENMANN-ROVIN CO. PLAQUE-L. GLAU BADGES-BELL P. D.	360.58
50675	09/28/12	121002	EWING & BELAND, INC. BELL BRANDING/LOGO WEBSITE UPDATES-MAY'12	1,020.00
50676	09/28/12	121002	MORDIS PARENTE VETS PK FORMS NOTICE TO APPEAR-BELL P. D. ACCOUNT'S PAYABLE CHECKS	2,184.79
50677	09/28/12	121002	FIRST 5 LA REFUND-HALL DEPOSIT 8/13/12	100.00
50678	09/28/12	121002	GAS SECURE SOLUTIONS (USA) INC. CUSTODIAL SVCS-AUG'12	15,815.28
50679	09/28/12	121002	GALLS UNIFORM-R. CARRANZA	587.90
50680	09/28/12	121002	GLENDALE FIRE SYSTEMS, INC. ALARM MONITORING & TESTING OCT-DEC 2012/VETS PARK ALARM MONITORING & TESTING OCT-DEC 2012/CAMP LITTLE BEAR	516.00
50681	09/28/12	121002	GRAFFITI PROTECTIVE COATINGS SIDEWALK STEAM CLEANING-AUG'12 BUS SHELTER CLEANING-AUG'12 STREET SWEEPING-AUG'12 FUEL SURCHARGE-AUG'12	26,288.00
50682	09/28/12	121002	HUNTINGTON PARK RUBBER SELF INKER-BELL P. D.	41.00
50683	09/28/12	121002	INTELLI-TECH FIREWALL-GENERAL	6,948.17
50684	09/28/12	121002	INTERWEST CONSULTING GROUP INC PROF SVCS-7/27-8/31/12	65,268.75
50685	09/28/12	121002	J. BERRY COMPANY, INC. A. C. /MAINT & REPAIR-LB PARK	993.44

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			A. C/MAINT & REPAIR-P. W.	
50686	09/28/12	121002	ART JIMENEZ CAR RENTAL GAS-9/13-15/12 LODGING-10/11-13/12 CAR RENTAL-9/13-15/12 SUBSISTENCE-10/11-13/12	632.08
50687	09/28/12	121002	KELDON PAPER COMPANY PAPER-C. CTR PAPER-CITY HALL	1,835.11
50688	09/28/12	121002	L. B. JOHNSON HARDWARE CO #1 HARDWARE SUPPLIES-FIRE LANE HARDWARE SUPPLIES-FIRE LANE HARDWARE REPAIRS-BELL P. D. DEODORANTS MISC PLUMBING REPAIRS HARDWARE REPAIRS-JAIL PAINT DRAIN GRADES HARDWARE REPAIRS-P. W. CLEAN AIR SPRAYER HARDWARE SUPPLIES-SIGNS HARDWARE REPAIRS-BELL P. D. PAINT HARDWARE SUPPLIES-BELL P. D. LITE CELLS HARDWARE SUPPLIES-OFFICE SUP.	210.18
50689	09/28/12	121002	MACIAS GINI & O'CONNELL LLP PROFESSIONL SVCS-NOV'11 AUDIT FINANCIAL STATEMENTS	18,687.50
50690	09/28/12	121002	MAD HAUS CREATIVE, INC. WEB UPDATES-AUG'12	184.88
50691	09/28/12	121002	REFUGIO MARTINEZ REFUND-PARKING CITE#100018308	54.00
50692	09/28/12	121002	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-AUG'12 CAMP LITTLE BEAR PK COPIER MAINT/SUPPLIES BELL PD 7/1-31/12 C. CTR-8/1-10/31/12 COPIER MAINT/SUPPLIES-BELL P. D SEP'12	737.05
50693	09/28/12	121002	ORANGE COUNTY HARLEY-DAVIDSON MOTORCYCLE MAINT-BELL P. D.	332.01
50694	09/28/12	121002	PC MALL GOV BACKUP SERVER OFFICE PRO PLUS-CODE/FIN/BREA	7,411.03

2E

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50695	09/28/12	121002	JOE PEREZ TRAVEL REIMB-9/19-20/12 ICSC CONFERENCE	160.42
50696	09/28/12	121002	QUICK DISPENSE MISC SUPPLIES-BELL P. D.	162.14
50697	09/28/12	121002	QUILL CORPORATION OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-HOUSING OFFICE SUPPLIES-HOUSING OFFICE SUPPLIES-TECH CENTER OFFICE SUPPLIES-TECH CENTER OFFICE SUPPLIES-TECH CENTER OFFICE SUPPLIES-TECH CENTER	2,509.10
50698	09/28/12	121002	RANK AND FILE MEDIA REFUND-TUP#12-20 CR#134552	500.00
50699	09/28/12	121002	ADRIANA RODRIGUEZ REFUND-HALL DEPOSIT 9/8/12	300.00
50700	09/28/12	121002	MARIA ROMO REFUND-HALL RENTAL/DEPO 9/1/12	600.00
50701	09/28/12	121002	ROSE CLEANERS & LAUNDRY BLANKET CLEANING SVCS BELL P. D. -AUG'12	208.00
50702	09/28/12	121002	ROBERT SEVERSON CASH BANK REC FY 10-11 CASH BANK REC-FY 10-11	1,977.50
50703	09/28/12	121002	SOUTHEAST COMMUNITY COMPUTER TRAINING-AUG'12	9,800.00
50704	09/28/12	121002	SPECIAL SERVICES GROUP, LLC RENEWAL-GPS TRACKER BELL P. D. 11/10/12-11/10/13	1,200.00
50705	09/28/12	121002	STANLEY PEST CONTROL CO PEST CONTROL SVCS-08/12 6500 WILCOX AVE PEST CONTROL SVCS-08/12 5320 E GAGE AVE PEST CONTROL SVCS-08/12 4874 GAGE AVE	116.00
50706	09/28/12	121002	CURTIS STEPHAN RISK MGMT CONTRACT-8/28-9/17	3,535.00
50707	09/28/12	121002	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-OCT'12 C. H.	391.50

2F

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50708	09/28/12	121002	U. S. HEALTH WORKS BLOOD ALCOHOL COLLECTION DR#12-2900, 12-2912, 12-2910 12-2921 PHYSICAL-P. WASSERMAN	135.00
50709	09/28/12	121002	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-SEP '12	54.00
50710	09/28/12	121002	UNIFIED TRANSLATION SERVICES INTERPRETING SVCS-9/21/12	300.00
50711	09/28/12	121002	UNITED SITE SERVICES FENCE RENTAL-8/15-9/11/12 RSAP	357.18
50712	09/28/12	121002	WASTE SYSTEMS MANAGEMENT, LLC AB 939 REPORT	500.00
50713	09/28/12	121002	WELLS LOCK & KEY 3 KEYS-BELL P. D. 5 KEYS-STORAGE BELL P. D. 1 KEY-A. RUIZ OFFICE 1 KEY-BELL P. D. 4 KEYS-JAIL 2 KEYS-EVIDENCE CONTAINERS PD SERVICE CALL-C. CTR KITCHEN KEY-C. CTR 5 KEYS-C. CTR 1 KEY-BELL P. D. SERVICE CALL-C. CTR	245.80
50714	09/28/12	121002	WESTERN FIREARMS, INC. SUPPLIES-BELL P. D. MINI SAFE-JAIL	146.75
50715	09/28/12	121002	DOUG WILLMORE TRAVEL REIMB-9/6-7/12 LEAGUE OF CA CITIES	172.00
50716	09/28/12	121002	ZUMAR INDUSTRIES, INC STREET SUPPLIES STREET SUPPLIES	636.19
50717	09/28/12	121002	IPROMOTEU.COM INC. JR OFFICER STICKERS	205.24
TOTAL		78 CHECKS		525,037.57
*W0000720	09/19/12	121003	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 9/14/12	12,037.26
W0000721	09/19/12	121003	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAYMENT-PAY OF 9/14/12	69,358.62

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL		2 WIRES		81,395.88
TOTAL				606,433.45

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**Successor Agency  
to the  
Bell Community  
Redevelopment Agency  
Warrants  
(9/25-28/12)**

**City Council  
Meeting of  
October 3, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5506	09/28/12	121012	VOID VOID-TEST PRINT VOID-TEST PRINT	0.00
5507	09/28/12	121012	VOID VOID-TEST PRINT	0.00
5508	09/28/12	121012	ROSENOW SPEVACEK GROUP PROF SVCS-SUCCESSOR TRANS	9,202.50
TOTAL	3 CHECKS			9,202.50

2J

**Bell Community  
Housing Authority  
Warrants  
(9/25-28/12)**

**City Council  
Meeting of  
October 3, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
2039	09/25/12	121021	VOID VOID-TEST PRINT	0.00
2040	09/25/12	121021	VOID VOID-PRINTER ERROR	0.00
2041	09/25/12	121021	VOID VOID-TEST PRINT	0.00
2042	09/25/12	121021	THE GAS COMPANY GAS BILLING-8/8-9/7/12	18.73
2043	09/25/12	121021	VOID VOID-CHECK ERROR/REISSUE	0.00
2044	09/25/12	121021	MAYWOOD MUTUAL WATER CO WATER BILLING-6/19-8/17/12 6304 KING AVE-BCHA WATER BILLING-6/21-8/20/12 5107 FILMORE ST-BCHA	243.32
2045	09/25/12	121021	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-8/21-31/12 6420 CHANSLOR AVE-BCHA	55.47
2046	09/25/12	121021	TRACT 180 WATER COMPANY WATER BILLING-7/1-8/31/12 4738 FLORENCE AVE-BCHA	25.54
2047	09/25/12	121031	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-SEP'12 5246 FLORENCE AVE-FVMHP WASTE/RECYCLING SVCS-SEP'12 5162 FLORENCE AVE-FVMHP WASTE/RECYCLING SVCS-SEP'12 4874 GAGE AVE-BMHP	5,971.38
2048	09/25/12	121031	VOID VOID-CHECK ERROR/REISSUE	0.00
2049	09/25/12	121031	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-7/30-8/27 5162 FLORENCE AVE-FVMHP ELECTRICAL BILLING-8/1-30/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-8/1-30/12 4874 GAGE AVE-BMHP	6,511.41
2050	09/25/12	121031	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-7/30-8/28 6330 PINE AVE-F.V.	8,885.88
2051	09/25/12	121031	TRACT 180 WATER COMPANY WATER BILLING-7/1-8/31/12	6,588.19

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			5246 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/12	
			5246 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/12	
			5246 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/12	
			5162 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/12	
			5162 FLORENCE AVE-FVMHP WATER BILLING-7/1-8/31/12	
			5220 FLORENCE AVE-FVMHP	
2052	09/28/12	121021	VOID VOID-TEST PRINT	0.00
2053	09/28/12	121021	VOID VOID-TEST PRINT	0.00
2054	09/28/12	121021	GOLDEN STATE WATER COMPANY WATER BILLING-7/26-8/27/12 6327 PINE AVE-BCHA WATER BILLING-6/21-7/23/12 6624 FLORA AVE-BCHA WATER BILLING-7/25-8/23/12 6419 PROSPECT AVE-BCHA	809.86
2055	09/28/12	121031	GOLDEN STATE WATER COMPANY WATER BILLING-7/23-8/23/12 4874 GAGE AVE-BMHP	9,662.57
2056	09/28/12	121022	HECTOR ENRIQUE GIRON LUNA GARDENING SVCS-AUG'12 VARIOUS BCHA PROPERTIES	1,020.00
2057	09/28/12	121022	CHRISTINA PENA PETTY CASH REIMB-BCHA	192.10
2058	09/28/12	121022	HECTOR TORRES VARIOUS REPAIRS-6419 PROSPECT CARPET INSTALLED	450.00
2059	09/28/12	121022	FRANK VELOZ MAINT & REPAIRS-6624 FLORA #D GARAGE INTERIOR WALLS MAINT REPAIRS-6419 PROSPECT	1,330.00
2060	09/28/12	121032	ADAN & ESTRELLA IBARRA REFUND-SECURITY DEPOSIT	706.30
2061	09/28/12	121032	DOWNNEY POOL SUPPLY POOL SUPPLIES-FVMHP	1,523.15
2062	09/28/12	121032	FIRST CHOICE MISC SUPPLIES-FVMHP	87.67

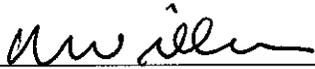
2M

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
2063	09/28/12	121032	BETSY GARCIA MANAGEMENT SVCS-SEP'12 EVENINGS/WEEKENDS-BMHP	585.00
2064	09/28/12	121032	J. BERRY COMPANY, INC. A. C/MAINT & REPAIR-BELL P. D.	3,208.07
2065	09/28/12	121032	METERMAN SERVICES, INC METER READING-AUG'12 FVMHP METER READING-AUG'12 BMHP	863.92
2066	09/28/12	121032	WELLS LOCK & KEY 1" SERVICE CALL-FVMHP	100.00
TOTAL	28 CHECKS			48,838.56

2N

## City of Bell Agenda Report

DATE: October 3, 2012  
 TO: Mayor and Members of the City Council  
 FROM: Rebecca Valdez, CMC, City Clerk

APPROVED  
 BY:   
 Doug Willmore, City Manager

SUBJECT: Discussion Regarding Changing the Dates and Times of the City Council's Regular Meetings for the remainder of 2012.

**RECOMMENDATION:**

Staff seeks direction.

**DISCUSSION:**

The City Council adopted Resolution No. 2012-02 on January 11, 2012 setting the meeting dates to the first and third Wednesday of every month. The City of Bell, like most cities in California, participates in various inter-governmental organizations and agencies. The City's participation in these various endeavors provides a public benefit in that the City's issues, concerns, views and interests are expressed and represented at the various bodies. Additionally, City representatives on these boards and commissions have the opportunity to learn of new developments and opportunities to benefit the City. The current City Council meeting schedule conflicts with some of these agencies, boards and commissions meetings.

The agencies, boards and commissions Council designee and meetings are as follows:

Agency/Commission	Designee	Alternate	Meeting Date	Meeting Time
County Sanitation District	Mayor Automatically is the designee (Ali Saleh)	Violeta Alvarez	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday	1:00 PM
710-Local Advisory Committee	Ana Maria Quintana	Danny Harber	TBD	
Bell Cudahy Telecommunications	Ali Saleh	Danny Harber	TBD	
California Contract Cities	Ali Saleh	Violeta Alvarez	3 <sup>rd</sup> Wednesday	6:00 PM
Gateway Cities Council of Governments	Ana Maria Quintana	Nestor Valencia	1 <sup>st</sup> Wednesday	6:00 PM
Greater Los Angeles County Vector Control	Danny Harber	Nestor Valencia	2 <sup>nd</sup> Thursday	6:00 PM
Independent Cities	Nestor Valencia	Danny Harber	2 <sup>nd</sup> Thursday	7:00 PM
League of California Cities	Violeta Alvarez	Nestor Valencia	Annual Conferences	
Orangeline Development Authority	Violeta Alvarez	Ana Maria Quintana	2 <sup>nd</sup> Wednesday	6:00 PM
SCAG	Ana Maria Quintana		1 <sup>st</sup> Thursday	12:15 PM

The City Attorney's schedule is as follows:

Dave Aleshire, City Attorney	City of Signal Hill	1st and 3rd Tuesday
	City of Banning	2nd and 4th Tuesday
	Mondays not available	
Sunny Soltani, Assistant City Attorney	Carson	1st and 3rd Tuesday
	Carson PC	2nd and 4th Tuesday

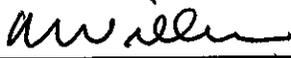
## City of Bell Agenda Report

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DATE: October 3, 2012

TO: Mayor and Members of the City Council Acting as Successor Agency to the former Bell Community Redevelopment Agency

FROM: Joe Perez, Community Development Director

APPROVED:   
BY Doug Willmore, City Manager

SUBJECT: Consideration of a Resolution Approving the Housing Due Diligence Review and Authorizing the Transmittal of the Review to the Oversight Board and Other Agencies as Required by Law

### RECOMMENDATION

It is recommended that the City Council, acting as Successor Agency, adopt the attached Resolution authorizing the transmittal of the Housing Due Diligence Review (DDR) and other related documents to the Oversight Board and to other affected entities as required by Section 34179.6 of the California Health and Safety Code.

### BACKGROUND

At its August 15, 2012 meeting, the Successor Agency to the Bell Community Redevelopment ("Successor Agency") approved and transmitted to the Oversight Board the third Recognized Obligation Payment Schedule covering January to June 2012 ("ROPS III"), which was subsequently approved by the Oversight Board at its August 20, 2012 meeting and submitted to the State Department of Finance (DOF) on August 21, 2012.

The Dissolution Act (ABx1-26) requires the Successor Agency to retain a licensed accountant to determine the unobligated fund balances available for transfer to the taxing agencies, including to the City of Bell General Fund. The first part of the two-part review pertains to the Low and Moderate Income Housing Funds ("LMIHF"), and is to be completed and submitted by the Successor Agency to the Oversight Board and other entities by October 1, 2012. The Oversight Board has until October 15, 2012 to complete a public comment session, and review, approve and transmit the housing review to certain state and county officials. A second review of the non-housing funds will also be conducted by the Successor Agency and is due to the Oversight Board by December 15, 2012.

## DISCUSSION

Enacted by Assembly Bill 1484, Section 34179.5 of the Health and Safety Code requires a successor agency to select, and for the county auditor-controller to approve the selection of, a licensed accountant with experience and expertise in local government accounting, to conduct "due diligence reviews" to determine the unobligated balances available for transfer to taxing entities relating to housing and non-housing assets and obligations in order to ascertain unobligated cash or cash equivalent balances that would be available for transfer to local taxing entities. Section 34179.5(a) provides two options for successor agencies to employ a licensed accountant: (1) they may select one and obtain approval from the county auditor controller, or (2) have the county auditor controller perform this function. The City of Bell requested the Los Angeles County Auditor Controller ("CAC") to approve the firm of MGO to complete the due diligence reviews for the Successor Agency. The CAC approved the Successor Agency's selection.

### Legal Requirements and Agreed Upon Procedures for the Due Diligence Review

Under Section 34179.5, the due diligence review requires the independent accountant to reconcile assets, balances and liabilities with previous reports made to the State. Further, this review includes valuation of cash and cash equivalents (such as LAIF deposits), and obligations. This may also include physical assets, land, records, and equipment.

The review process entails several steps and the penalty for failure to pay or transfer will result in the Department of Finance causing the equivalent amount(s) to be deducted from sales and use taxes and/or property taxes due to the City, as the sponsoring community. Key dates include the following for both reviews:

DUE DILIGENCE REVIEW SCHEDULE AND DEADLINES		
	Housing Review	Non-Housing Review
Due Diligence Review Due from Successor Agency to Oversight Board	October 1, 2012	December 15, 2012
Oversight Board Deadline to Conduct Hearing, Review, Approve and Submit Due Diligence Review	October 15, 2012	January 15, 2013

## DUE DILIGENCE REVIEW SCHEDULE AND DEADLINES

	<b>Housing Review</b>	<b>Non-Housing Review</b>
DOF Deadline to Issue "Finding of Completion"	November 9, 2012	April 1, 2013
Successor Agency Deadline to Request Meet and Confer with DOF about Reviews	Five (5) Days of DOF Action, no Later than November 16, 2012	Five (5) Days of DOF Action, no Later than April 6, 2013
Successor Agency Deadline to Make Transfers to County Auditor-Controller based on DOF Findings	November 28, 2012	April 10, 2013

In July and August of this year, members of the Governmental Accounting and Auditing Committee of the California Society of Certified Public Accountants, along with the State Controller's Office and the DOF, developed the agreed upon procedures. On August 30, 2012, the DOF posted the procedures.

Enclosed with the attached resolution is the Due Diligence Review for the Low and Moderate Income Housing Funds transferred by the Community Redevelopment Agency to the Successor Agency. MGO reviewed cash and noncash balances, expenditures, revenues and transfers prior to and following dissolution on February 1, 2012. In general, the activities noted in the review reflect transactions associated with the Community Redevelopment Agency in the course of implementation of its affordable housing responsibilities and the subsequent transfer of all housing assets to the Housing Successor Agency on February 1, 2012.

As required by law, the attached resolution authorizes the submittal of the due diligence review to the Oversight Board, County Auditor-Controller, the State Controller, and DOF as well as concurrently submitting a copy of ROPS III to the Oversight Board, County Administrative Officer, County Auditor-Controller and DOF. Once approved and submitted by the Successor Agency, the Oversight Board will conduct two meetings. Tentatively, on October 4, the Oversight Board will receive the report from the Successor Agency and receive comments from the public and county auditor-controller on the review. On October 12, 2012, the Oversight Board will consider approving the due diligence review. This break between meetings addresses the minimum 5-day waiting period as required by law. The final housing due diligence review must be submitted to the State Controller and DOF by October 15, 2012 for final approval.

Attachments:

- Resolution
- Housing DDR Completed by MGO
- ROPS III
- Audit Procedures

**SUCCESSOR AGENCY RESOLUTION NO. 2012-74**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY APPROVING THE DUE DILIGENCE REVIEW OF THE AMOUNT TRANSFERRED FROM THE BELL COMMUNITY REDEVELOPMENT AGENCY TO THE BELL HOUSING SUCCESSOR AGENCY AND AUTHORIZING STAFF TO TRANSMIT THE REVIEW, ALONG WITH THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE, TO THE OVERSIGHT BOARD AND OTHER ENTITIES AS REQUIRED BY SECTION 34179.6 OF THE CALIFORNIA HEALTH AND SAFETY CODE**

**WHEREAS**, the City Council of the City of Bell elected to serve as the successor agency ("Successor Agency") to the former Community Redevelopment Agency of the City of Bell ("Redevelopment Agency") for the purposes of administering the dissolution of the Redevelopment Agency pursuant to Health and Safety Code Section 34173, and

**WHEREAS**, Assembly Bill x1 26 chaptered and effective on June 27, 2011 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 chaptered and effective on June 27, 2012 (together, the "Dissolution Act"); and

**WHEREAS**, As of February 1, 2012 the Bell Community Redevelopment Agency was dissolved pursuant to the Dissolution Act and as a separate legal entity the City serves as the Successor Agency to the dissolved Bell Community Redevelopment Agency ("Successor Agency"); and

**WHEREAS**, the Successor Agency administers the enforceable obligations of the former Agency and otherwise unwinds the Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

**WHEREAS**, pursuant to Section 34179 the Successor Agency's Oversight Board has been formed; and

**WHEREAS**, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

**WHEREAS**, Sections 34177(m), and 34179 provide that each Recognized Obligation Payment Schedule is prepared, submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Oversight Board; and

**WHEREAS**, the Dissolution Act, as amended by AB 1484, in particular Section 34177(m) requires that the "Recognized Obligation Payment Schedule for the period of January 1, 2013, to June 30, 2013 ("ROPS III"), shall be submitted by the successor agency, after approval by the oversight board, no later than September 1, 2012"; and

**WHEREAS** On August 15, 2012 by Resolution No. 2012-60 the Successor Agency approved ROPS III in the form enclosed herewith; and

**WHEREAS**, Section 34179.5 requires the Successor Agency to employ a licensed accountant approved by the Los Angeles County Auditor-Controller to perform a due diligence review and report on the amount of funds transferred from the former Bell Community Redevelopment Agency; and

**WHEREAS**, the Los Angeles County Auditor-Controller provided written approval to Successor Agency staff of their selection of MGO as the licensed accountant to perform the due diligence review for the Successor Agency; and

**WHEREAS**, on August 30, 2012, the Department of Finance posted on its official website the agreed-upon procedures to conduct the due diligence reviews; and

**WHEREAS**, in accordance with the provisions of the agreed-upon procedures and provisions of Section 34179.5, MGO has completed their review of the Low and Moderate Income Housing Funds transferred from the Bell Community Redevelopment Agency, a copy of which is enclosed herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY:**

**SECTION 1.** The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

**SECTION 2.** Pursuant to the Dissolution Act, the Successor Agency approves the Due Diligence Review of the Low and Moderate Income Housing Funds transferred by the Bell Community Redevelopment Agency to the Housing Successor Agency submitted herewith as Attachment 1, which is incorporated herein by this reference.

**SECTION 3.** The Successor Agency authorizes transmittal of the Due Diligence Review of the Low and Moderate Income Housing Funds to the Oversight Board for its review and approval and also directs staff to send the Due Diligence Review to the County Auditor-Controller, State Controller's Office and Department of Finance, as required by Section 34179.6 of the Health and Safety Code.

**SECTION 4.** The Successor Agency further directs staff to submit to the Oversight Board, County Administrative Officer, County Auditor-Controller, and Department of Finance a copy of the Recognized Obligation Payment Schedule, as enclosed herewith as Attachment 2, which is incorporated herein by reference, at the same time as the Due Diligence Review.

**SECTION 5.** The Executive Director of the Successor Agency or the authorized designee is directed to post this Resolution on the Successor Agency website pursuant to the Dissolution Act.

**SECTION 6.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 3rd day of October 2012.

\_\_\_\_\_  
Ali Saleh, CHAIR

ATTEST:

\_\_\_\_\_  
SUCCESSOR AGENCY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, CITY ATTORNEY

I, Rebecca Valdez, City Clerk, Bell, California, hereby certify that the foregoing resolution was adopted by the City Council Acting as Successor Agency for the former Bell Community Redevelopment Agency on the City of Bell at a special meeting held on the 3rd day of September, 2012 and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
City Clerk

**ATTACHMENT 1  
to Successor Agency Resolution No. 2012-74**

**Due Diligence Review of the Low and Moderate Income Housing Funds Transferred  
from the Bell Community Redevelopment Agency to the Successor Agency**

**(attached)**

**ATTACHMENT 2  
to Successor Agency Resolution No. 2012-74**

**Recognized Obligation Payment Schedule  
for the Period January 1, 2013 to June 30, 2013**

**(attached)**

**Successor Agency Contact Information**

Name of Successor Agency:  
County:

Successor Agency to the Former Bell Community  
Redevelopment Agency  
Los Angeles

Primary Contact Name:  
Primary Contact Title:  
Address  
Contact Phone Number:  
Contact E-Mail Address:

Doug Wilmore, Chief Administrative Officer 6330  
Pine Ave.  
Bell, California 90201  
(323) 923-2600  
[dwillmore@CITYOFBELL.ORG](mailto:dwillmore@CITYOFBELL.ORG)

Secondary Contact Name:  
Secondary Contact Title:  
Secondary Contact Phone Number:  
Secondary Contact E-Mail Address:

Anita Lawrence  
Interim Finance Director  
(323)923-2600  
[alawrence@CITYOFBELL.ORG](mailto:alawrence@CITYOFBELL.ORG)

**SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE**  
 Filed for the January 1, 2013 to June 30, 2013 Period

Name of Successor Agency: Successor Agency to the Former Bal Community Redevelopment Agency

Outstanding Debt or Obligation	Total Outstanding Debt or Obligation
	\$ 68,848,388
<b>Current Period Outstanding Debt or Obligation</b>	<b>Six-Month Total</b>
A Available Revenues Other Than Anticipated RPPTF Funding	20,000
B Anticipated Enforceable Obligations Funded with RPPTF	1,345,845
C Anticipated Administrative Allowances Funded with RPPTF	125,000
D Total RPPTF Funded (B + C = D)	1,470,845
E Enter Total Six-Month Anticipated RPPTF Funding (Obtain from county auditor-comptroller)	1,480,845
F Variance (E - D = F) Maximum RPPTF Allowable should not exceed Total Anticipated RPPTF Funding	20,000
<b>Prior Period (January 1, 2012 through June 30, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (d))</b>	
G Enter Estimated Obligations Funded by RPPTF (Reviewed by the Auditor of Finance's approved RPPTF amount including admin allowance or the actual amount distributed)	952,532
H Enter Actual Obligations Paid with RPPTF	673,514
I Enter Actual Administrative Expenses Paid with RPPTF	89,708
J Adjustment to Redevelopment Obligation Retirement Fund (G - (H + I) = J)	309,110
K Adjustment to RPPTF	1,181,835

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177(f) of the Health and Safety Code,  
 I hereby certify that the above is a true and accurate recognized  
 Obligation Payment Schedule for the above named agency.

Ann Maria Quiñones  
 Name  
  
 Signature  
 Chairperson  
 Title  
 8/29/2012  
 Date

Name of Successor Agency:  
County:

Successor Agency to the former Bell Community Redevelopment Agency  
Los Angeles

Oversight Board Approval Date: August 20, 2012

RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)  
January 1, 2013 through June 30, 2013

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012/13	Funding Source						
									Bond Proceeds	Reserve Balance	Adm Allowance	RPTFE	Other	6-Month Total	
1	2003 Tax Allocation Refunding Bonds	10/7/2003	10/1/2033	U.S. Bank	Bonds issued to fund non-housing and housing projects	Merged Redevelopment Project Area	\$ 32,624,026	2,015,819	-	-	-	567,910	-	-	567,910
2	Continuing Disclosure Costs	10/1/2003	10/1/2033	Fiscal Consulting Firm	Administration of 2003 Tax Allocation Refunding Bonds	Merged Redevelopment Project Area	419,996	20,000	-	-	-	9,998	-	-	9,998
3	Trustees fees	10/1/2003	10/1/2033	US Bank	Fiscal agent for administration of the 2003 Tax Allocation Refunding Bonds	Merged Redevelopment Project Area	104,996	5,000	-	-	-	2,498	-	-	2,498
4	Wertheim Promissory Note	5/21/2009	5/20/2024	Pete Wertheim Children's Private Annuity Trust	Monthly installment payments on promissory note	Merged Redevelopment Project Area	6,386,058	465,809	-	-	-	-	-	-	-
5	Contract for Legal Services	N/A	N/A	Aleshire and Wynder	Legal services specific to litigation involving the Wertheim Note (Item 4). This is not an administrative cost.	Merged Redevelopment Project Area	180,000	180,000	-	-	-	30,000	-	-	30,000
6	Audit Service	N/A	N/A	Macias, Gini & O'Connell, LLP	Financial Audit Services related to the financial crisis in Bell, not an administrative audit.	Merged Redevelopment Project Area	60,000	60,000	-	-	-	30,000	-	-	30,000
7	Loan Agreements	Multiple Dates	When obligation fully paid	City of Bell	Loan agreements between the Redevelopment Agency and the City of Bell	Merged Redevelopment Project Area	11,061,642	-	-	-	-	-	-	-	-
8	SERAF Loan repayment	FY 09/10	6/30/2015	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	Merged Redevelopment Project Area	1,093,659	-	-	-	-	-	-	-	-
9	SERAF Loan repayment	FY 10/11	6/30/2016	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	Merged Redevelopment Project Area	211,890	-	-	-	-	-	-	-	-
10	Administrative Costs of the Successor Agency	N/A	When all obligations retired	Successor Agency	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	Merged Redevelopment Project Area	5,228,358	250,000	-	-	-	125,000	-	-	125,000
11	Affordable Housing Monitorings	N/A	When all obligations retired	Bell Community Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	Merged Redevelopment Project Area	315,000	15,000	7,500	-	-	-	-	-	7,500
12	Administrative Costs of the Housing Successor Agency	N/A	When all obligations retired	Bell Community Housing Authority	Overhead, rent, utilities, equipment, supplies and other operational supplies	Merged Redevelopment Project Area	526,254	25,000	12,500	-	-	-	-	-	12,500
13	LAUSD 2003 Settlement Agreement	10/23/2003	When obligation fully paid	Los Angeles Unified School District	Payments to LAUSD pursuant to Settlement Agreement	Merged Redevelopment Project Area	715,539	715,539	-	-	-	715,539	-	-	715,539
14															
15															
16															
17															
18															



Pursuant to Health and Safety Code section 44186 (a)  
 PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS  
 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS I)  
 January 1, 2012 through June 30, 2012

Payment Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMI/F		Bond Proceeds		Reserve Balance		Admin Allowance		RPT/F		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
<b>Grand Total</b>					\$ 182,46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ 89,708	\$ 308,688	\$ 573,514	\$ -	\$ -
ROPS I 1	2003 Tax Allocation Refunding Bonds	U.S. Bank	Bonds issued to fund non-housing and housing projects	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	576,684	569,034	-	-
ROPS I 2	Continuing Disclosure Costs	Fiscal Consulting Firm	Administration of 2003 Tax Allocation Refunding Bonds	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	10,002	-	-	-
ROPS I 3	Trustees fees	US Bank	Fiscal agent for administration of the 2003 Tax Allocation Refunding Bonds	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	2,502	2,200	-	-
ROPS I 4	Verlin Prossery Note	Pete Verlin Childrens Private Annuity Trust	Monthly installment payments on promissory note	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	-	-	-	-
ROPS I 5	Contract for Legal Services	Aleshire and Wynder	Legal services specific to litigation involving the Verlin Note (Item 5). This is not an administrative cost.	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	-	-	-	-
ROPS I 6	Audit Service	Macias, Gini & O'Connell, LLP	Financial Audit Services related to the financial crisis in Bell, not an administrative audit.	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	-	3,280	-	-
ROPS I 7	Loan Agreements	City of Bell	Loan agreements between the Redevelopment Agency and the City of Bell	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	-	-	-	-
ROPS I 8	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2009-10 SERAF payment	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	-	180,000	-	-
ROPS I 9	SERAF Loan repayment	Low and Moderate Income Housing Fund	Repayment of loans made from Agency Housing Fund for the 2010-11 SERAF payment	Merged Redevelopment Project Area	-	-	-	-	-	-	-	-	-	37,580	-	-
ROPS I 10	Administrative Costs of the Successor Agency	Successor Agency	Overhead, rent, utilities, equipment, supplies, Oversight Board, and other operational supplies	Merged Redevelopment Project Area	-	-	-	-	-	-	125,000	89,708	-	-	-	-
ROPS I 11	Affordable Housing Monitoring	Bell Community Housing Authority	Monitoring of the Housing Authority properties in accordance with State guidelines	Merged Redevelopment Project Area	7,500	-	-	-	-	-	-	-	-	-	-	-
ROPS I 12	Administrative-Costs of the Housing Successor Agency	Bell Community Housing Authority	Overhead, rent, utilities, equipment, supplies, and other operational supplies	Merged Redevelopment Project Area	11,248	-	-	-	-	-	-	-	-	-	-	-

## List of Procedures for Due Diligence Review

### General information regarding these procedures:

1. The procedures associated with Sections 34179.5(c)(1) through 34179.5(c)(3) and Sections 34179.5(c)(5) through 34179.5(c)(6) are to be applied separately to (a) the Low and Moderate Income Housing Fund of the Successor Agency and to (b) all other funds of the Successor Agency combined (excluding the Low and Moderate Income Housing Fund).
2. The due date for the report associated with the Low and Moderate Income Housing Fund is October 1, 2012.
3. The due date for the report associated with all other funds of the Successor Agency combined (excluding the Low and Moderate Income Housing Fund) is December 15, 2012.
4. Because the procedures required by Section 34179.5(c)(4) pertain to the Successor Agency as a whole, these procedures should be addressed in the report that is due on December 15, 2012.

Fiscal year references below refer to fiscal years ending on June 30. This language should be modified for those agencies that have a different fiscal year-end.

For purposes of the procedures below and the related exhibits, the amount of the assets presented should be based upon generally accepted accounting principles (GAAP), unless otherwise noted.

To the extent the procedures listed below are duplicative to the agreed upon procedures that were performed pursuant to HSC 34182 (a)(1), it is acceptable to obtain and use information from the HSC 34182 (a)(1) procedures for purposes of this due diligence review without having to re-perform the procedures. When this is done, the due diligence report should refer to the report that was issued for the agreed upon procedures performed under HSC 34182 (a)(1).

Certain assets may qualify as a deduction under more than one category of deduction. In such cases, care should be taken to ensure that such assets have been included as a deduction in the summary schedule only once.

### Citation:

*34179.5(c)(1) The dollar value of assets transferred from the former redevelopment agency to the successor agency on or about February 1, 2012.*

### Suggested Procedure(s):

1. Obtain from the Successor Agency a listing of all assets that were transferred from the former redevelopment agency to the Successor Agency on February 1, 2012. Agree the amounts on this listing to account balances established in the accounting records of the Successor Agency. Identify in the Agreed-Upon Procedures (AUP) report the amount of the assets transferred to the Successor Agency as of that date.

**Citation:**

*34179.5(c)(2) The dollar value of assets and cash and cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to the city, county, or city and county that formed the redevelopment agency and the purpose of each transfer. The review shall provide documentation of any enforceable obligation that required the transfer.*

**Suggested Procedure(s):**

2. If the State Controller's Office has completed its review of transfers required under both Sections 34167.5 and 34178.8 and issued its report regarding such review, attach a copy of that report as an exhibit to the AUP report. If this has not yet occurred, perform the following procedures:
  - A. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the former redevelopment agency to the city, county, or city and county that formed the redevelopment agency for the period from January 1, 2011 through January 31, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.
  - B. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) from the Successor Agency to the city, county, or city and county that formed the redevelopment agency for the period from February 1, 2012 through June 30, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.
  - C. For each transfer, obtain the legal document that formed the basis for the enforceable obligation that required any transfer. Note in the AUP report the absence of any such legal document or the absence of language in the document that required the transfer.

**Citation:**

*34179.5(c)(3) The dollar value of any cash or cash equivalents transferred after January 1, 2011, through June 30, 2012, by the redevelopment agency or the successor agency to any other public agency or private party and the purpose of each transfer. The review shall provide documentation of any enforceable obligation that required the transfer.*

**Suggested Procedure(s):**

3. If the State Controller's Office has completed its review of transfers required under both Sections 34167.5 and 34178.8 and issued its report regarding such review, attach a copy of that report as an exhibit to the AUP report. If this has not yet occurred, perform the following procedures:

- A. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) [from the former redevelopment agency to any other public agency or to private parties for the period from January 1, 2011 through January 31, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.
- B. Obtain a listing prepared by the Successor Agency of transfers (excluding payments for goods and services) [from the Successor Agency to any other public agency or private parties for the period from February 1, 2012 through June 30, 2012. For each transfer, the Successor Agency should describe the purpose of the transfer and describe in what sense the transfer was required by one of the Agency's enforceable obligations or other legal requirements. Provide this listing as an attachment to the AUP report.
- C. For each transfer, obtain the legal document that formed the basis for the enforceable obligation that required any transfer. Note in the AUP report the absence of any such legal document or the absence of language in the document that required the transfer.

**Citation:**

*34179.5(c)(4) The review shall provide expenditure and revenue accounting information and identify transfers and funding sources for the 2010–11 and 2011–12 fiscal years that reconciles balances, assets, and liabilities of the successor agency on June 30, 2012 to those reported to the Controller for the 2009–10 fiscal year.*

**Suggested Procedure(s):**

4. Perform the following procedures:
  - A. Obtain from the Successor Agency a summary of the financial transactions of the Redevelopment Agency and the Successor Agency in the format set forth in the attached schedule for the fiscal periods indicated in the schedule. For purposes of this summary, the financial transactions should be presented using the modified accrual basis of accounting. End of year balances for capital assets (in total) and long-term liabilities (in total) should be presented at the bottom of this summary schedule for information purposes.
  - B. Ascertain that for each period presented, the total of revenues, expenditures, and transfers accounts fully for the changes in equity from the previous fiscal period.
  - C. Compare amounts in the schedule relevant to the fiscal year ended June 30, 2010 to the state controller's report filed for the Redevelopment Agency for that period.
  - D. Compare amounts in the schedule for the other fiscal periods presented to account balances in the accounting records or other supporting schedules. Describe in the report the type of support provided for each fiscal period.

**Citation:**

*34179.5(c)(5) A separate accounting for the balance for the Low and Moderate Income Housing Fund for all other funds and accounts combined shall be made as follows:*

*(A) A statement of the total value of each fund as of June 30, 2012.*

**Suggested Procedure(s):**

5. Obtain from the Successor Agency a listing of all assets of the Low and Moderate Income Housing Fund as of June 30, 2012 for the report that is due October 1, 2012 and a listing of all assets of all other funds of the Successor Agency as of June 30, 2012 (excluding the previously reported assets of the Low and Moderate Income Housing Fund) for the report that is due December 15, 2012. When this procedure is applied to the Low and Moderate Income Housing Fund, the schedule attached as an exhibit will include only those assets of the Low and Moderate Income Housing Fund that were held by the Successor Agency as of June 30, 2012 and will exclude all assets held by the entity that assumed the housing function previously performed by the former redevelopment agency. Agree the assets so listed to recorded balances reflected in the accounting records of the Successor Agency. The listings should be attached as an exhibit to the appropriate AUP report.

**Citation:**

*34179.5(c)(5)(B) An itemized statement listing any amounts that are legally restricted as to purpose and cannot be provided to taxing entities. This could include the proceeds of any bonds, grant funds, or funds provided by other governmental entities that place conditions on their use.*

**Suggested Procedure(s):**

6. Obtain from the Successor Agency a listing of asset balances held on June 30, 2012 that are restricted for the following purposes:
  - A. Unspent bond proceeds:
    - i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures, amounts set aside for debt service payments, etc.)
    - ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).
    - iii. Obtain from the Successor Agency a copy of the legal document that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by the Successor Agency as restricted.

- B. Grant proceeds and program income that are restricted by third parties:
- i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures).
  - ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).
  - iii. Obtain from the Successor Agency a copy of the grant agreement that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by the Successor Agency as restricted.
- C. Other assets considered to be legally restricted:
- i. Obtain the Successor Agency's computation of the restricted balances (e.g., total proceeds less eligible project expenditures).
  - ii. Trace individual components of this computation to related account balances in the accounting records, or to other supporting documentation (specify in the AUP report a description of such documentation).
  - iii. Obtain from the Successor Agency a copy of the legal document that sets forth the restriction pertaining to these balances. Note in the AUP report the absence of language restricting the use of the balances that were identified by Successor the Agency as restricted.
- D. Attach the above mentioned Successor Agency prepared schedule(s) as an exhibit to the AUP report. For each restriction identified on these schedules, indicate in the report the period of time for which the restrictions are in effect. If the restrictions are in effect until the related assets are expended for their intended purpose, this should be indicated in the report.

**Citation:**

*34179.5(c)(5)(C) An itemized statement of the values of any assets that are not cash or cash equivalents. This may include physical assets, land, records, and equipment. For the purpose of this accounting, physical assets may be valued at purchase cost or at any recently estimated market value. The statement shall list separately housing-related assets.*

**Suggested Procedure(s):**

7. Perform the following procedures:
  - A. Obtain from the Successor Agency a listing of assets as of June 30, 2012 that are **not** liquid or otherwise available for distribution (such as capital assets, land held for resale, long-term receivables, etc.) and ascertain if the values are listed at either purchase cost (based on book value reflected in the accounting records of the Successor Agency) or market value as recently estimated by the Successor Agency.
  - B. If the assets listed at 7(A) are listed at purchase cost, trace the amounts to a previously audited financial statement (or to the accounting records of the Successor Agency) and note any differences.

- C. For any differences noted in 7(B), inspect evidence of disposal of the asset and ascertain that the proceeds were deposited into the Successor Agency trust fund. If the differences are due to additions (this generally is not expected to occur), inspect the supporting documentation and note the circumstances.
- D. If the assets listed at 7(A) are listed at recently estimated market value, inspect the evidence (if any) supporting the value and note the methodology used. If no evidence is available to support the value and/or methodology, note the lack of evidence.

**Citation:**

*34179.5(c)(5)(D) An itemized listing of any current balances that are legally or contractually dedicated or restricted for the funding of an enforceable obligation that identifies the nature of the dedication or restriction and the specific enforceable obligation. In addition, the successor agency shall provide a listing of all approved enforceable obligations that includes a projection of annual spending requirements to satisfy each obligation and a projection of annual revenues available to fund those requirements. If a review finds that future revenues together with dedicated or restricted balances are insufficient to fund future obligations and thus retention of current balances is required, it shall identify the amount of current balances necessary for retention. The review shall also detail the projected property tax revenues and other general purpose revenues to be received by the successor agency, together with both the amount and timing of the bond debt service payments of the successor agency, for the period in which the oversight board anticipates the successor agency will have insufficient property tax revenue to pay the specified obligations.*

**Suggested Procedure(s):**

- 8. Perform the following procedures:
  - A. If the Successor Agency believes that asset balances need to be retained to satisfy enforceable obligations, obtain from the Successor Agency an itemized schedule of asset balances (resources) as of June 30, 2012 that are dedicated or restricted for the funding of enforceable obligations and perform the following procedures. The schedule should identify the amount dedicated or restricted, the nature of the dedication or restriction, the specific enforceable obligation to which the dedication or restriction relates, and the language in the legal document that is associated with the enforceable obligation that specifies the dedication of existing asset balances toward payment of that obligation.
    - i. Compare all information on the schedule to the legal documents that form the basis for the dedication or restriction of the resource balance in question.
    - ii. Compare all current balances to the amounts reported in the accounting records of the Successor Agency or to an alternative computation.
    - iii. Compare the specified enforceable obligations to those that were included in the final Recognized Obligation Payment Schedule approved by the California Department of Finance.
    - iv. Attach as an exhibit to the report the listing obtained from the Successor Agency. Identify in the report any listed balances for which the Successor Agency was

unable to provide appropriate restricting language in the legal document associated with the enforceable obligation.

- B. If the Successor Agency believes that future revenues together with balances dedicated or restricted to an enforceable obligation are insufficient to fund future obligation payments and thus retention of current balances is required, obtain from the Successor Agency a schedule of approved enforceable obligations that includes a projection of the annual spending requirements to satisfy each obligation and a projection of the annual revenues available to fund those requirements and perform the following procedures:
- i. Compare the enforceable obligations to those that were approved by the California Department of Finance. Procedures to accomplish this may include reviewing the letter from the California Department of Finance approving the Recognized Enforceable Obligation Payment Schedules for the six month period from January 1, 2012 through June 30, 2012 and for the six month period July 1, 2012 through December 31, 2012.
  - ii. Compare the forecasted annual spending requirements to the legal document supporting each enforceable obligation.
    - a. Obtain from the Successor Agency its assumptions relating to the forecasted annual spending requirements and disclose in the report major assumptions associated with the projections.
  - iii. For the forecasted annual revenues:
    - a. Obtain from the Successor Agency its assumptions for the forecasted annual revenues and disclose in the report major assumptions associated with the projections.
- C. If the Successor Agency believes that projected property tax revenues and other general purpose revenues to be received by the Successor Agency are insufficient to pay bond debt service payments (considering both the timing and amount of the related cash flows), obtain from the Successor Agency a schedule demonstrating this insufficiency and apply the following procedures to the information reflected in that schedule.
- i. Compare the timing and amounts of bond debt service payments to the related bond debt service schedules in the bond agreement.
  - ii. Obtain the assumptions for the forecasted property tax revenues and disclose major assumptions associated with the projections.
  - iii. Obtain the assumptions for the forecasted other general purpose revenues and disclose major assumptions associated with the projections.
- D. If procedures A, B, or C were performed, calculate the amount of current unrestricted balances necessary for retention in order to meet the enforceable obligations by performing the following procedures.
- i. Combine the amount of identified current dedicated or restricted balances and the amount of forecasted annual revenues to arrive at the amount of total resources available to fund enforceable obligations.

- ii. Reduce the amount of total resources available by the amount forecasted for the annual spending requirements. A negative result indicates the amount of current unrestricted balances that needs to be retained.
- iii. Include the calculation in the AUP report.

**Citation:**

*34179.5(c)(5)(E) An itemized list and analysis of any amounts of current balances that are needed to satisfy obligations that will be placed on the Recognized Obligation Payment Schedules for the current fiscal year.*

**Suggested Procedure(s):**

9. If the Successor Agency believes that cash balances as of June 30, 2012 need to be retained to satisfy obligations on the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2012 through June 30, 2013, obtain a copy of the final ROPS for the period of July 1, 2012 through December 31, 2012 and a copy of the final ROPS for the period January 1, 2013 through June 30, 2013. For each obligation listed on the ROPS, the Successor Agency should add columns identifying (1) any dollar amounts of existing cash that are needed to satisfy that obligation and (2) the Successor Agency's explanation as to why the Successor Agency believes that such balances are needed to satisfy the obligation. Include this schedule as an attachment to the AUP report.

**Citation:**

*34179.5(c)(6) The review shall total the net balances available after deducting the total amounts described in subparagraphs (B) to (E), inclusive, of paragraph (5). The review shall add any amounts that were transferred as identified in paragraphs (2) and (3) of subdivision (c) if an enforceable obligation to make that transfer did not exist. The resulting sum shall be available for allocation to affected taxing entities pursuant to Section 34179.6. It shall be a rebuttable presumption that cash and cash equivalent balances available to the successor agency are available and sufficient to disburse the amount determined in this paragraph to taxing entities. If the review finds that there are insufficient cash balances to transfer or that cash or cash equivalents are specifically obligated to the purposes described in subparagraphs (B), (D), and (E) of paragraph (5) in such amounts that there is insufficient cash to provide the full amount determined pursuant to this paragraph, that amount shall be demonstrated in an additional itemized schedule.*

**Suggested Procedure(s):**

10. Include (or present) a schedule detailing the computation of the Balance Available for Allocation to Affected Taxing Entities. Amounts included in the calculation should agree to the results of the procedures performed in each section above. The schedule should also include a deduction to recognize amounts already paid to the County Auditor-Controller on July 12, 2012 as directed by the California Department of Finance. The amount of this deduction presented should be agreed to evidence of payment. The attached example summary schedule may be considered for this purpose. Separate schedules should be completed for the Low and Moderate Income Housing Fund and for all other funds combined (excluding the Low and Moderate Income Housing Fund).

**Suggested Procedure(s):**

11. Obtain a representation letter from Successor Agency management acknowledging their responsibility for the data provided to the practitioner and the data presented in the report or in any attachments to the report. Included in the representations should be an acknowledgment that management is not aware of any transfers (as defined by Section 34179.5) from either the former redevelopment agency or the Successor Agency to other parties for the period from January 1, 2011 through June 30, 2012 that have not been properly identified in the AUP report and its related exhibits. Management's refusal to sign the representation letter should be noted in the AUP report as required by attestation standards.

## City of Bell Agenda Report

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DATE: October 3, 2012

TO: Mayor and Members of the City Council

FROM: Joe Perez, Community Development Director

APPROVED:   
BY Doug Willmore, City Manager

SUBJECT: Consideration of an Amendment to a Professional Consulting Services Agreement with Rosenow Spevacek Group (RSG), Inc. for Continued Implementation of Redevelopment Dissolution Under AB1x-26/AB 1484 and Other Economic Development and Government Services

### RECOMMENDATION

Approve Amendment No. 1 to the Amended and Restated Contract Services Agreement with Rosenow Spevacek Group (RSG) for a one-year term and in an amount not to exceed \$40,000 to provide ongoing technical, financial and administrative services necessary for the City to comply with AB1x26 and AB 1484, economic development, affordable housing, and other governmental service support; and authorize the City Manager to execute the contract services agreement.

### DISCUSSION

RSG has provided redevelopment-related services to the City for several years and, since 2010, has played a central role in assisting the City unwind the Bell Community Redevelopment Agency (BCRA). In providing these services, RSG was successful in creating the Redevelopment Obligation Retirement Fund, forming the Oversight Committee, completing the Recognized Obligation Payment Schedules (ROPS I and II), attending meetings with Los Angeles County, and providing legislative and policy updates as it pertained to the dissolution of the Bell Community Redevelopment Agency (BCRA). RSG also provided the City with other critical services related to the dissolution of the former redevelopment agency and other general governmental services assistance.

#### New Requirements – AB 1484

In June 2012, the Governor signed Assembly Bill 1484 (AB 1484), which made several substantive changes to ABx1-26 (the Dissolution Act). AB 1484 required a significant amount of new analysis and work products including a highly detailed Recognized Obligation Payment Schedule for January to June 2013 (ROPS III), audits of the former housing and non-housing funds, a required public meeting, at least four Oversight Board meetings between now and December 31, and continued interaction with Los Angeles County and the State Department of

Finance. Furthermore, RSG continues to conduct in-depth analysis of tax increment payments to entities such as the Los Angeles Unified School District (LAUSD).

#### On-Going Requirements

In addition to the new requirements of AB 1484, the City must continue to comply with the on-going requirements of ABx1-26 and AB 1484. Functions performed by RSG to meet these requirements would include organizing and conducting Oversight Board meetings, submitting supporting documents and reports to Los Angeles County and the State Departments of Finance and Auditor/Controller, and continuing to perform the necessary functions to dissolve the BCRA.

#### **AMENDMENT TO EXISTING AGREEMENT**

The existing agreement between the City and RSG (attached) was approved by the City Council on May 2, 2012 and had a not to exceed amount of \$25,000. As we near the completion of this contract, an amendment is needed to expand RSG's scope of services to address the new requirements of AB 1484 and continue to meet the on-going requirements of ABx1-26 and AB 1484.

The proposed Amendment No. 1 (attached) has a one-year term, expiring on October 4, 2013, and expands RSG's scope of services with a not to exceed amount of \$40,000. RSG will provide its services on a time and materials bases according to the fee schedule provided with the letter dated September 19, 2012 (attached). The cost for these services will be paid from Successor Agency (Redevelopment) funds. Provided below is the proposed

It is recommended that the City Council approve Amendment No. 1 to the contractual services agreement with RSG, Inc., for one-year term and a not to exceed amount of \$40,000. The budget amount will be funded under CRA Administration - Operations and Professional Services, Fund 20-525-0100-0235.

#### Attachments:

- Amendment No. 1 to Agreement for Contractual Services
- RSG memo dated September 19, 2012
- Professional Services Agreement (Amended and Restated Agreement dated May 5, 2012)

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACTUAL SERVICES

**THIS AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the **CITY OF BELL** (“City”) and **ROSENOW SPEVACEK GROUP, INC.**, a California corporation (“Consultant” or “Contractor”) is effective as of the 3rd day of October, 2012.

#### RECITALS

A. City and Contractor entered into that certain Amended and Restated Agreement for Contract Services dated May 5, 2012 (“Agreement”) whereby Contractor agreed to provide City Professional Consulting Services as described in the Scope of Services in that Agreement mainly to assist the City in the unwinding of its Redevelopment Agency.

B. On June 26, 2012, the California State Legislature passed, and on June 27, 2012 the Governor signed Assembly Bill 1484, which made several substantive changes to ABx1-26 (the Dissolution Act). Unlike previous contract engagements to address the Dissolution Act between the City and Contractor, AB 1484 adds a significant amount of new analysis and work products including a more in-depth Recognized Obligation Payment Schedule for January to June 2012 (ROPS III), audits of the former housing and non-housing funds, a required public meeting, at least four Oversight Board meetings to be held by December 31, 2012, and continued interaction with Los Angeles County and the State Department of Finance. The Contractor also continues to conduct in-depth analysis of tax increment payments to entities such as the Los Angeles Unified School District (LAUSD) and has been instrumental in assisting the City in complying with the on-going requirements of ABx1-26 and AB 1484 including: organizing and conducting Oversight Board Meetings; submitting supporting documents and reports to the County of Los Angeles and State Departments of Finance and Auditor Controller; and continuing the functions and duties to dissolve the Bell Community Redevelopment Agency (BCRA). As a result, the City desires to increase the contract amount for the Contractor in order to allow Contractor to: 1) Provide analysis and work products needed to comply with the additional requirements of AB 1484; 2) Continue in-depth analysis of tax increment payments to entities such as the LAUSD; and 3) Continue providing on-going financial, economic development, real estate, affordable housing, strategic planning and redevelopment agency dissolution services.

C. City and Contractor now desire to amend the Amendment and Restated Agreement to expand the scope of Contractor’s services to deal with the new requirements listed above and to provide Contractor for compensation for their new services related to same. A new “Scope of Services” is attached and incorporated hereto as Exhibit “A” in an amount not to exceed \$40,000 for a one-year term to expire on October 4, 2013.

## TERMS

1. **Contract Changes.** The Amended and Restated Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

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 previous Exhibit "C" attached to the Agreement no longer applies. The total compensation, including reimbursement for actual expenses, shall not exceed \$40,000 (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

Section 1.10 of the Agreement is hereby amended as follows:

"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 of \$40,000, 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 that Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor."

The following Exhibits are amended:

- (a) Scope of Services (Exhibit A)
- (b) Compensation (Exhibit C)
- (c) Contractor Billing Rates (Exhibit C-1)
- (d) Schedule of Performance (Exhibit D)

These exhibits amend the existing exhibits attached to the Amended and Restated Agreement Contract Services Agreement and incorporated therein.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contract Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **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.

[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**

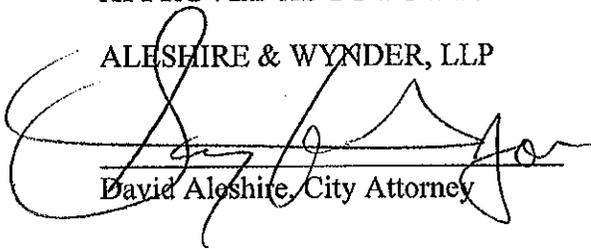
\_\_\_\_\_  
Doug Willmore, City Manager

ATTEST:

\_\_\_\_\_  
Rebecca Valdez, City Clerk

**APPROVED AS TO FORM:**

**ALESHIRE & WYNDER, LLP**

  
\_\_\_\_\_  
David Aleshire, City Attorney

**CONTRACTOR:**

**ROSENOW SPEVACEK GROUP, INC.**

By: \_\_\_\_\_

Name: Felise Acosta

Title: President/Principal

By: \_\_\_\_\_

Name:

Title:

Address: RSG, Inc.  
309 W. 4<sup>th</sup> Street  
Santa Ana, CA 92701

**Two signatures are required if a corporation**

**NOTE: CONTRACTOR'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.**



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

**A. Ongoing Redevelopment Dissolution**

1. Revise financial projections as needed for Agency to assess dollars available to City and Successor Agency
2. Continue to work with staff on Successor Agency administrative budgets
3. Continue to work with staff to update Recognized Obligation Payment Schedules
4. Assist staff with data and document requests, meetings, and coordination with outside firm conducting the "Agreed Upon Procedures" audit conducted by County Auditor Controller
5. Work with Finance Department to compute unencumbered balances for transfer to County Auditor Controller
6. Assist staff with correspondences and attend meetings with County, State, and other governmental entities
7. Work with City staff to coordinate and prepare materials for Oversight Board meetings
8. Attend Oversight Board meetings as directed
9. Continue to provide analysis and work products needed for the City to comply with the additional requirements of AB 1484
10. Continue in-depth analysis of tax increment payments to entities such as the LAUSD

**B. Economic Development**

1. As requested by staff, prepare retail market analyses, business development and retention programs, conducted needed business community outreach

**C. Real Estate**

1. As requested by staff, prepare real estate market analyses, site assessment and positioning studies, and fiscal and economic impact analyses for identified City/Successor Agency/Housing Authority-owned sites.

**D. Strategic Planning and Ongoing Organizational Assistance**

1. As requested by staff, provide financial forecasting and reporting, strategic planning, fiscal impact and Nexus studies, and other ongoing assistance.
2. Assess General Fund Implications, as needed.
3. Affordable Housing Analysis and Monitoring Responsibilities.
4. Transition DDA/OPA Oversight Responsibilities.

**II. The City acknowledges that the work undertaken by the Contractor will be a collaborative effort between the Contractor and City staff; and as part of this work effort changes and revision to such work items are deemed part of the work process. However, all work product is subject to review and acceptance by the City. If the Contractor's work product is deemed unsatisfactory or incomplete, the work must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

**III. Contractor will utilize the following personnel to accomplish the Services:**

- A. Felise Acosta will serve as Principal-in-Charge of the Assignment
- B. Matt McCleary, Associate, will serve as Project Manager
- C. Other RSG support staff as needed to support Ms. Acosta and Mr. McCleary

**EXHIBIT "C"**  
**COMPENSATION**

**I. Contractor shall perform the following tasks as set forth in detail in Exhibit "A":**

		<b>RATES</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b><u>A.</u></b>	<b><u>Task A</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 150 hours</u></b>	<b><u>\$25,000</u></b>
<b><u>B.</u></b>	<b><u>Task B</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 30 hours</u></b>	<b><u>\$5,000</u></b>
<b><u>C.</u></b>	<b><u>Task C</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 30 hours</u></b>	<b><u>\$5,000</u></b>
<b><u>D.</u></b>	<b><u>Task D</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 30 hours</u></b>	<b><u>\$5,000</u></b>

**II. 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.**

**III. 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.

**IV. The total compensation for the Services shall not exceed \$40,000, as provided in Section 2.1 of this Agreement.**

**V. The Contractor's billing rates for all personnel are described below in Exhibit C-1:**

**EXHIBIT "C-1"**  
**CONTRACTOR BILLING RATES**

<b>Principal/Director</b>	<b>\$ 195</b>
<b>Senior Associate</b>	<b>\$ 160</b>
<b>Associate</b>	<b>\$ 140</b>
<b>Senior Analyst</b>	<b>\$ 110</b>
<b>Analyst</b>	<b>\$ 100</b>
<b>Research Assistant</b>	<b>\$ 90</b>
<b>Technician</b>	<b>\$ 70</b>
<b>Clerical</b>	<b>\$ 60</b>

**Reimbursable Expenses**                      **Cost plus 10%**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

- I. Contractor shall perform all services/tasks as set forth in detail in Exhibit "A" timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
<u>A.</u>	<u>Task A</u>	<u>On-going</u>	<u>N/A</u>
<u>B.</u>	<u>Task B</u>	<u>On-going</u>	<u>N/A</u>
<u>C.</u>	<u>Task C</u>	<u>On-going</u>	<u>N/A</u>
<u>D.</u>	<u>Task D</u>	<u>On-going</u>	<u>N/A</u>

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



RSG

INTELLIGENT COMMUNITY DEVELOPMENT

ROSENOW SPEVACEK GROUP INC.  
309 WEST 4TH STREET  
SANTA ANA, CALIFORNIA  
92701-4502

T 714 541 4585  
F 714 541 1175  
E INFO@WEBRSG.COM  
WEBRSG.COM

September 19, 2012

Via Electronic Mail

Joe Perez, Community Development Director  
City of Bell  
6330 Pine Avenue  
Bell, CA 90201

**LETTER OF ENGAGEMENT FOR REDEVELOPMENT DISSOLUTION AND GOVERNMENTAL CONSULTING SERVICES**

Dear Mr. Perez:

On June 26, 2012, the California State Legislature passed, and on June 27, 2012, the Governor signed Assembly Bill 1484 (AB 1484), which made several substantive changes to ABx1 26 (the Dissolution Act). Unlike previous contract engagements to address the Dissolution Act between the City of Bell (City) and RSG, AB 1484 adds a significant amount of new analysis and work products including a more in-depth Recognized Obligation Payment Schedule for January to June 2013 (ROPS III), audits of the former housing and non housing funds, a required public meeting, at least four Oversight Board meetings between now and December 31, and continued interaction with the County and Department of Finance.

At your request, RSG has prepared this letter of engagement to provide the City of Bell (City), the Successor Agency to the Bell Community Redevelopment Agency (Successor Agency), and the Bell Community Housing Authority (BCHA) redevelopment dissolution, financial, economic development, real estate, affordable housing, and strategic planning services. It is our understanding that the City, Successor Agency, and BCHA seek ongoing assistance in the aforementioned areas. Our role would be to provide technical, financial, and administrative services to enable staff to respond to ongoing reporting requirements as directed by staff.

**SCOPE OF SERVICES**

Specific assignments may include but are not limited to the following activities outlined below. Activities anticipated are more fully described in Exhibit A to this Proposal:

- Financial Planning and Redevelopment Transition Services
- Organization and attendance of Oversight Board meetings
- Coordination with County and State agencies
- Monitoring of legal requirements
- Financial analysis and administration
- Affordable housing analysis and evaluation

COMMUNITY INVESTMENT & IMPROVEMENT  
LOCAL GOVERNMENT SOLUTIONS  
FINANCIAL ANALYSIS  
REAL ESTATE & DEVELOPMENT  
HOUSING

- Real estate and economic development services

**PROJECT TEAM**

Ms. Felise Acosta will continue to serve as Principal-in-Charge and will manage all aspects of the engagement. Mr. Matt McCleary, Associate, will assist Ms. Acosta and serve as Project Manger for the engagement. Mr. McCleary and Ms. Acosta will attend meetings as appropriate and required by the City. Other RSG analytical staff may be assigned as needed.

**FEE ESTIMATE**

We anticipate a budget of \$40,000 to undertake the assignments outlined in the attached Scope of Services. If additional work is assigned and authorized by staff outside of the Scope of Services, time would be billed according to the hourly rates below and the same rates we have charged the City in the past. While RSG recently adopted new billing rates (RSG 2012 Rates) to address our own rising costs, we understand the City's financial position and therefore will continue to charge Bell at our 2008 Hourly Rate Fee Schedule.

RSG's services would be charged on a time-and-materials basis, in accordance with the fee schedule identified as "Applicable Hourly Rates" noted below:

	<b>Applicable Hourly Rates</b>	<i>RSG 2012 Rates</i>
Principal/Director	<b>\$195</b>	<i>\$210</i>
Senior Associate	<b>\$160</b>	<i>\$165</i>
Associate	<b>\$140</b>	<i>\$150</i>
Senior Analyst	<b>\$110</b>	<i>\$125</i>
Analyst	<b>\$100</b>	<i>\$115</i>
Research Assistant	<b>\$ 90</b>	<i>\$100</i>
Technician	<b>\$ 70</b>	<i>\$ 75</i>
Clerical	<b>\$ 60</b>	<i>\$ 60</i>

Reimbursable Expenses Cost plus 10%

RSG does not charge clients for mileage (except direct costs related to blight field surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge. RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Joe Perez, Community Development Director  
City of Bell  
September 19, 2012  
Page 3

We are extremely pleased to have the opportunity to assist the City of Bell. The efforts of the new City Council, staff and City Attorney to correct the past problems that have so harmed the City is truly inspiring. If you have any questions, please do not hesitate to contact me.

Sincerely,  
ROSENOW SPEVACEK GROUP, INC.



Felise Acosta  
President/Principal



Matt McCleary  
Project Manager/Associate

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

**A. Ongoing Redevelopment Dissolution**

1. Revise financial projections as needed for Agency to assess dollars available to City and Successor Agency
2. Continue to work with staff on Successor Agency administrative budgets
3. Continue to work with staff to update Recognized Obligation Payment Schedules
4. Assist staff with data and document requests, meetings, and coordination with outside firm conducting the "Agreed Upon Procedures" audit conducted by County Auditor Controller
5. Work with Finance Department to compute unencumbered balances for transfer to County Auditor Controller
6. Assist staff with correspondences and attend meetings with County, State, and other governmental entities
7. Work with City staff to coordinate and prepare materials for Oversight Board meetings
8. Attend Oversight Board meetings as directed
9. Continue to provide analysis and work products needed for the City to comply with the additional requirements of AB 1484
10. Continue in-depth analysis of tax increment payments to entities such as the LAUSD

**B. Economic Development**

1. As requested by staff, prepare retail market analyses, business development and retention programs, conducted needed business community outreach

**C. Real Estate**

1. As requested by staff, prepare real estate market analyses, site assessment and positioning studies, and fiscal and economic impact analyses for identified City/Successor Agency/Housing Authority-owned sites.

#### **D. Strategic Planning and Ongoing Organizational Assistance**

1. As requested by staff, provide financial forecasting and reporting, strategic planning, fiscal impact and Nexus studies, and other ongoing assistance.
2. Assess General Fund Implications, as needed.
3. Affordable Housing Analysis and Monitoring Responsibilities.
4. Transition DDA/OPA Oversight Responsibilities.

**II. The City acknowledges that the work undertaken by the Contractor will be a collaborative effort between the Contractor and City staff; and as part of this work effort changes and revision to such work items are deemed part of the work process. However, all work product is subject to review and acceptance by the City. If the Contractor's work product is deemed unsatisfactory or incomplete, the work must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

**III. Contractor will utilize the following personnel to accomplish the Services:**

- A. Felise Acosta will serve as Principal-in-Charge of the Assignment
- B. Matt McCleary, Associate, will serve as Project Manager
- C. Other RSG support staff as needed to support Ms. Acosta and Mr. McCleary

**AMENDED AND RESTATED  
CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE CITY OF BELL,  
A MUNICIPAL CORPORATION**

**and**

**Rosenow Spevacek Group, Inc.**

**AMENDED AND RESTATED  
AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF BELL, CALIFORNIA  
AND  
ROSENOW SPEVACEK GROUP, INC.**

THIS AMENDED AND RESTATED AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 5<sup>th</sup> day of May, 2012 by and between the City of Bell, a municipal corporation ("City") and Rosenow Spevacek Group, Inc., ("Consultant" or "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. In the past, Contractor had an Agreement with the City for providing the City with a variety of redevelopment services such as completion of the 5-year Implementation Plan for the Bell Community Redevelopment Agency (BCRA), reviewing the Low and Moderate Income Housing Funds, calculating the Pass-Through Payments to taxing entities in 2010, and a variety of services as part of the dissolution of the BCRA ("Original Agreement").

B. The Original Agreement between the City and Contractor was approved by the City Council on January 25, 2012, for one year to expire on January 25, 2013. However, with the dissolution of the BCRA as a result of California Supreme Court decision in *CRA v. Matosantos*, which upheld AB1x26 and invalidated AB1x27, the City must "wind down" the BCRA functions and assets under the guidance of an "Oversight Committee." As a result, Consultant's role has expanded significantly, which includes creating the Redevelopment Obligation Retirement Fund, preliminary assistance with the Oversight Committee formation process, completing the Recognized Obligation Payment Schedules (ROPS), attending meetings with Los Angeles County, and providing legislative and policy updates as it pertained to the dissolution the BCRA.

C. As such, the City is entering into this Amended and Restated Agreement with the Consultant, for one-year from May 1, 2012 to June 30, 2013.

D. The Original Agreement is hereby amended in its entirety and superseded by this Amended and Restated Agreement.

**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 reinstatement 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 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 Twenty-Five Thousand Dollars (\$25,000) (the "Contract Sum"), 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 periods 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 periods 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 forth 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:

<u>Felise Acosta</u>	<u>Principal/Vice President</u>
(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

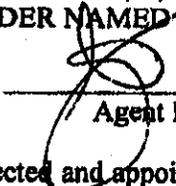
not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new 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

5/29/2012

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 Dollars (\$500) 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.

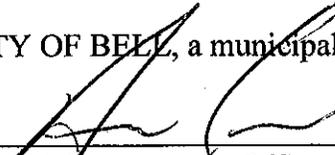
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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]**

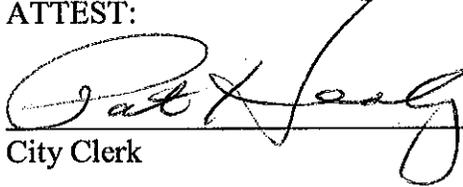
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a municipal corporation

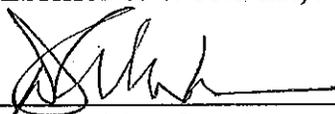
  
Chief Administrative Officer

ATTEST:

  
City Clerk

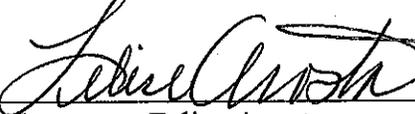
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

  
David Aleshire, City Attorney

CONTRACTOR:

Rosenow Spevacek Group, Inc

By:   
Name: Felise Acosta  
Title: Vice President/Principal

By:   
Name: Jim Simon  
Title: Secretary

Address: RSG, Inc  
309 W. 4<sup>th</sup> Street  
Santa Ana, CA 92701

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

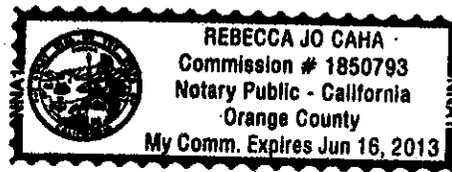
COUNTY OF

On May 29, 2012 before me, Rebecca Jo Cahal, personally appeared Felix Alonzo, 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: Rebecca Jo Cahal



**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**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER \_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

**A. Ongoing Redevelopment Dissolution**

1. Revise financial projections as needed for Agency to assess dollars available to City and Successor Agency.
2. Continue to work with staff on Successor Agency administrative budgets
3. Continue to work with staff to update Recognized Obligation Payment Schedules
4. Assist staff with data and document requests, meetings, and coordination with outside firm conducting the Agreed Upon Procedures audit conducted by County Auditor Controller.
5. Work with Finance Department to compute unencumbered balances for transfer to County Auditor Controller.
6. Assist staff with correspondences and attend meetings with County, State, and individual Oversight Board members.
7. Work with City staff to coordinate and prepare materials for Oversight Board meetings.
8. Attend Oversight Board meetings as directed.

**B. Economic Development & Real Estate**

1. As requested by staff, prepare retail market analyses, business development and retention programs, conducted needed business community outreach
2. As requested by staff, prepare real estate market analyses, site assessment and positioning studies, and fiscal and economic impact analyses for identified City/Successor Agency/Housing Authority-owned sites.

**C. Strategic Planning**

1. As requested by staff, provide financial forecasting and reporting, strategic planning, fiscal impact and Nexus studies, and other ongoing assistance.

**D. Successor Housing Agency Transition**

1. Assess General Fund Implications, as needed.
2. Affordable Housing Analysis and Monitoring Responsibilities.
3. Transition DDA/OPA Oversight Responsibilities.

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

- A. 2012 / 2013 Successor Agency Operational Budget.
- B. Successor Agency Administrative Budget.
- C. Recognized Obligation Payment Schedule.

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

- A. Monthly Report Reconciling Payments by the fifth day of the succeeding month.

**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. Felise Acosta
- B. Matt McCleary
- C. RSG Staff as assigned

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

Section 1.7 is waived because the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

**EXHIBIT "C"**  
**COMPENSATION**

**I. Contractor shall perform the following tasks:**

		<b>RATES</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
<b><u>A.</u></b>	<b><u>Task A</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 100 hours</u></b>	<b><u>\$15,000</u></b>
<b><u>B.</u></b>	<b><u>Task B</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 15 hours</u></b>	<b><u>\$2,500</u></b>
<b><u>C.</u></b>	<b><u>Task C</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 15 hours</u></b>	<b><u>\$2,500</u></b>
<b><u>D.</u></b>	<b><u>Task D</u></b>	<b><u>Per Exhibit C-1</u></b>	<b><u>Not to exceed 35 hours</u></b>	<b><u>\$5,000</u></b>

**II.**

**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 \$25,000, as provided in Section 2.1 of this Agreement.**

**VI. The Contractor's billing rates for all personnel are described below:.**

**VII.**

**Exhibit "C-1"**  
**CONSULTANT BILLING RATES**

<b>Principal/Director</b>	<b>\$ 195</b>
<b>Senior Associate</b>	<b>\$ 160</b>
<b>Associate</b>	<b>\$ 140</b>
<b>Senior Analyst</b>	<b>\$ 110</b>
<b>Analyst</b>	<b>\$ 100</b>
<b>Research Assistant</b>	<b>\$ 90</b>
<b>Technician</b>	<b>\$ 70</b>
<b>Clerical</b>	<b>\$ 60</b>

**Reimbursable Expenses**                      **Cost plus 10%**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
<u>A.</u>	<u>Task A</u>	<u>On-going</u>	<u>N/A</u>
<u>B.</u>	<u>Task B</u>	<u>On-going</u>	<u>N/A</u>
<u>C.</u>	<u>Task C</u>	<u>On-going</u>	<u>N/A</u>
<u>D.</u>	<u>Task D</u>	<u>On-going</u>	<u>N/A</u>

**II. Contractor shall deliver, with the assistance from staff, the following tangible work products to the City by the following dates.**

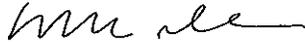
- A. 2012 /2013 Successor Agency Operational Budget by June 30, 2012
- B. Successor Agency Administrative Budget by June 30, 2012.
- C. Recognized Obligation Payment Schedule by June 30, 2012

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

# City of Bell Agenda Report

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DATE: October 3, 2012  
TO: Mayor and Members of the City Council  
FROM: Pamela Wasserman, Director of Community Services



APPROVED  
BY: Doug Willmore, City Manager

SUBJECT: US Soccer Foundation Grant Applications

## RECOMMENDATION:

That the City Council approves moving forward with two applications to the US Soccer Foundation.

1. Grant application for Synthetic Turf Program: Staff is seeking to obtain the maximum grant amount of \$200,000. These funds will be sought after for the placement of a new synthetic turf soccer field; to replace the field at Debs Park.
2. Grant application for Youth Soccer Programming: Staff is seeking to obtain the maximum grant amount of \$15,000. These funds will be sought after for the development of nutritional curriculum within our small fry soccer program.

## DISCUSSION OR BACKGROUND:

Applications to US Soccer Foundation are due Friday, October 5<sup>th</sup>, 2012. There is no resolution required or matching funds required as part of the application process. Staff wanted to share this information so that City Council is aware that grant funds are being sought after for a new soccer field and to provide additional recreational programs geared to combating the obesity crisis within our youth.

# City of Bell Agenda Report

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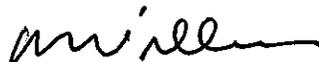
DATE: October 3, 2012

TO: Mayor and Members of the City Council

FROM: Pamela Wasserman, Director of Community Services

APPROVED

BY:

  
\_\_\_\_\_  
Doug Willmore, City Manager

SUBJECT: Contract Agreement with Lead Tech Environmental to provide Lead Based Paint and Asbestos Inspection, Testing and Assessment Services for Community Development Block Grant Housing Programs.

## RECOMMENDATION:

Approve an agreement with Lead Tech Environmental, in the amount not to exceed \$40,000 for Lead Based Paint and Asbestos Inspection, Testing and Assessment Services.

## DISCUSSION OR BACKGROUND:

Staff issued a Request for Proposal (RFP) to solicit bids from a list of vendors that have been pre-approved for the use of Community Development Block Grant (CDBG) funding by the Los Angeles County Community Services Department for lead based paint and asbestos inspection, testing and assessment services. These services are used in conjunction with the City's CDBG funded Housing Rehabilitation and Handyworker Programs. The RFP was mailed to six environmental consulting firms with a deadline for submittals of Monday, September 24, 2012. Only the following two firms submitted bids:

1. Lead Tech Environmental
2. National Econ Corporation

Out of the two bids received, Lead Tech Environmental has the lowest overall pricing for combined lead based paint and asbestos inspection, testing and assessment costs. Additionally, this firm has been providing quality service to the City of Bell since 2003. Staff and residents have been extremely satisfied with the services provided by Lead Tech Environmental. Further, the rates secured by Lead Tech Environmental through this RFP cycle are consistent with the rates provided through the last contract cycle 2009-2012 which means that Lead Tech has not increased rates even during this tough economic climate (See Attachment 2)

Given these circumstances, it is recommended that the City contract with Lead Tech Environmental for these services. The term of this proposed agreement will be effective October 4, 2012 through June 30, 2013, with renewal on an annual basis for up to 24 months, in accordance with CDBG guidelines.

## FINANCIAL IMPACT

Funds for this contract have been allocated in the CDBG fund in the FY 2012-2013 budget to be used for lead based paint and asbestos testing under the Housing Rehabilitation Program, Handy Worker Program and Lead Based Paint Abatement Program. There is no impact to the General Fund

### Attachments

1. Agreement
2. Approved list of CDBG Contractors
3. Price quotes from bids received

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE CITY OF BELL,  
A MUNICIPAL CORPORATION**

**and**

**Lead Tech Environmental**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF BELL, CALIFORNIA  
AND  
LEAD TECH ENVIRONMENTAL**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 3<sup>rd</sup> day of October, 2012 by and between the City of Bell, a municipal corporation (“City”) and Lead Tech Environmental, (“Consultant” or “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 Article 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 considerations, 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 reinstatement 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 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 \$41,470 (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 forth 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, Article 5, 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:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(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, directors, officials, agents, 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, reuse 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 Los Angeles.

## **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 \_\_\_\_\_ (\$\_\_\_\_\_) 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 attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' 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, 6330 Pine Avenue, Bell, CA 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

\_\_\_\_\_  
City Manager

**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 XX

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

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____		
TITLE(S)		
<input type="checkbox"/>	PARTNER(S)	_____
<input type="checkbox"/>	LIMITED	
<input type="checkbox"/>	GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT
_____		

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

\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE

74W

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

COUNTY OF XX

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

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		
_____		

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

- I. Contractor will perform the following services on an as needed basis at the request of the Community Service Director:**
- A. Lead-Based Paint Inspection
  - B. Lead Paint Risk Assessment
  - C. Lead Paint Clearance Testing
  - D. Lead Screening Test
  - E. Asbestos Testing and Report
  - F. Post Abatement Clearance Test and Report
- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:**
- A. Lead-Based Paint Testing, Assessments, Screening, and Clearance Reports. All reports to be delivered to City staff within one week of testing being completed.
  - B. Asbestos Testing, Assessments, Screening and Clearance Reports. All reports to be delivered to City staff within one week of testing being completed.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
- As needed and or requested status reports of projects through email or correspondence.
- 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. Michael Kuretich, Project Monitor and Inspector
  - B. Rolando Mireles, Lead Technician
  - C. Monica Marathe, Inspector, Project Designer, and Project Monitor

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

The City of Bell is a participant in the Community Development Block Grant (CDBG), funded by the United States Department of Housing and Urban Development (HUD), requires that the Contractor comply with all standard CDBG regulations. As a result, the following requirements as Article 10 "FEDERAL/COUNTY REQUIREMENTS" are added.

**ARTICLE 10. FEDERAL/COUNTY REQUIREMENTS**

10.1 **Equal Employment Opportunity Clause.** During the Performance of this Agreement, the Contractor agrees as follows:

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

(b) The Contractor will, in all solicitation of advertisement for employees be placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color sex, or national origin.

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

(d) The Contractor will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Contractor's non-compliance with the equal opportunity clauses o the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor maybe declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

10.3 **Section 109 Of The Housing And Community Development Act Of 1974.** No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole in part with funds made available under this title.

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

10.5 **"Section 3" Compliance In The Provision Of Training, Employment And Business Opportunities.**

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

(b) The parties of the agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement. The parties to this Agreement Certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.

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

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

(e) Compliance with provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be in condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.

#### **10.6 Lobbying Certification.**

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

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

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

10.7 **Conflict Of Interest:** Contractor agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and contractor shall comply with all applicable Federal, State and County Laws and Regulations governing conflict of interest, in accordance with 24 CFR Part 84, Sec. 84.42.

10.8 **County Of Los Angeles Requirement**

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

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

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

**EXHIBIT "C"**  
**COMPENSATION**

**I. Contractor shall perform the following tasks on an as needed basis for the following rates per residential house/unit (home):**

	<b>TASK</b>	<b>RATE</b>
<b>A.</b>	<b>Lead Testing</b>	<b>\$ 289 per home</b>
<b>B.</b>	<b>Asbestos Testing</b>	<b>\$ 275 per home</b>
<b>C.</b>	<b>Lead Assessment</b>	<b>Base price is \$289 per home. Required samples tests are \$13 each. Total price with sample testing not to exceed \$325.</b>
<b>D.</b>	<b>Lead Clearance Test</b>	<b>\$ 149 per home</b>
<b>E.</b>	<b>Asbestos Clearance Test</b>	<b>\$ 195 per home</b>

**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.**

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

- A. Line items detailing all work performed, detail the housing unit serviced, and all appropriate tests results should accompany each invoice.**
- 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.**

- V. The total compensation for the Services shall not exceed \$ 40,000.00, as provided in Section 2.1 of this Agreement.**
- VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1. This provision is not applicable here.**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

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

- |           |                                |  |
|-----------|--------------------------------|--|
| <b>A.</b> | <b>Lead Testing</b>            | <b>Contractor will be contacted as needed and shall complete the task by 5 days after the assignment of the task</b> |
| <b>B.</b> | <b>Asbestos Testing</b>        | <b>Contractor will be contacted as needed and shall complete the task by 5 days after the assignment of the task</b> |
| <b>C.</b> | <b>Lead Assessment</b>         | <b>Contractor will be contacted as needed and shall complete the task by 5 days after the assignment of the task</b> |
| <b>D.</b> | <b>Lead Clearance Test</b>     | <b>Contractor will be contacted as needed and shall complete the task by 5 days after the assignment of the task</b> |
| <b>E.</b> | <b>Asbestos Clearance Test</b> | <b>Contractor will be contacted as needed and shall complete the task by 5 days after the assignment of the task</b> |

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

**LIST OF CONTACT INFORMATION  
FOR  
ASBESTOS AND LEAD CONSULTING SERVICES**

<b>Company Name/Address</b>	<b>Phone and Fax No.</b>	<b>Authorized Representative</b>
<b>1. ACC Environmental Consultants, Inc.</b>		
1045 Wilshire Blvd., Suite 1450	(213) 353-1240	Justin Graham, Sr. Planner
Los Angeles, CA 90017	(213) 353-1240	<a href="mailto:jgraham@accenv.com">jgraham@accenv.com</a>
<b>2. Andersen Environmental</b>		
9937 Jefferson Blvd., Ste 200	(310) 854-6300	Dennis Ironi, President (310) 430-4440 Cell
Culver City, CA 90232	(310) 854-0199	<a href="mailto:dennis@andersenenviro.com">dennis@andersenenviro.com</a>  Aidan Rector (310) 430-3330 <a href="mailto:arector@andersenenviro.com">arector@andersenenviro.com</a>
<b>3. Barr &amp; Clark</b>		
12684 Hoover Street	(714) 894-5700	Matt Crochet, President
Garden Grove, CA 92841	(714) 894-5702	<a href="mailto:matt@barrandclark.com">matt@barrandclark.com</a>  Diane Dahlen <a href="mailto:diane@barrandclark.com">diane@barrandclark.com</a>
<b>4. Global Environmental Training &amp; Consulting, Inc.</b>		
1520 W. Cameron Ave., Ste #103	(626) 962-4436	Mario Virgen, President (626) 255-3419 Cell
West Covina, CA 91790	(626) 962-4437	<a href="mailto:globaletc@earthlink.net">globaletc@earthlink.net</a>
<b>5. Lead Tech Environmental</b>		
605 S. Pacific Avenue, Ste 202	(310) 831-2479	Steven Denzler, Principal
San Pedro, CA 90731	(310) 831-2465	<a href="mailto:Tallus500@aol.com">Tallus500@aol.com</a>
<b>6. National Econ Corporation</b>		
1899 S. Santa Cruz Street	(714) 978-6320	Mark S. Ervin, President
Anaheim, CA 92805	(714) 978-6323	<a href="mailto:Mark@nationalecon.com">Mark@nationalecon.com</a>

**LEAD BASED PAINT AND ASBESTOS EVALUATION SUMMARY**

		<2,000 SQ. FT. UNIT				
Contractor	Lead Testing Fee Per Unit	Asbestos Testing Fee Per Unit	Lead Assessment	Lead Clearance Test	Asbestos Clearance Test	Overall Pricing
Lead Tech Environmental Carlsbad, CA	\$289.00	\$275.00	\$325.00	\$149.00	\$195.00	\$1,233.00
National Econ Corporation Anaheim, CA	\$295.00	\$325.00	\$250.00	\$250.00	\$240.00	\$1,360.00

**Attachment:**  
 Agreement for Services with Lead Tech Environmental

**City of Bell  
Agenda Report**

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DATE: October 3, 2012

TO: Mayor and Members of the City Council

FROM: Rebecca Valdez, City Clerk

APPROVED  
BY:

  
\_\_\_\_\_  
Doug Willmore, City Manager

SUBJECT: Calling and Giving Notice of a General Municipal Election on Tuesday, March 5, 2013, requesting specified services from Los Angeles County, establishing the regulations for candidates statements, consenting the consolidation with the City of Los Angeles, Including the Los Angeles Community College District and authorizing a special runoff election in the event of a tie vote.

**RECOMMENDATION:**

That the City Council adopt the following Resolutions

- A. Resolution No. 2012-69: Calling for the holding of a General Municipal Election to be held on Tuesday, March 5, 2013, for the election of certain officers as required by the provisions of the charter.
- B. Resolution No. 2012-70: Requesting the Board of Supervisors of the County of Los Angeles to render specified services to the city relating to the conduct of a General Municipal Election to be held on Tuesday, March 5, 2013.
- C. Resolution No. 2012-71: Adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, March 5, 2013.
- D. Resolution No. 2012-72: Providing for the conduct of a Special Runoff Election for elective offices in the event of a tie vote at any municipal election.
- E. Resolution No. 2012-73: Consenting to an election consolidation with the City of Los Angeles , including the Los Angeles Community College District and Ordering that the four (4) seats on the Board of Trustees of the Los Angeles Community College District appear on the Ballot of the General Municipal election to be held on Tuesday, March 5, 2013.

**DISCUSSION**

**A. Calling and Giving Notice of General Municipal .**

Staff has prepare the necessary resolution to call and give notice of a General Municipal Election of the City of Bell on Tuesday, March 5, 2013, since two (2) City Council seats are due to expire.

## **B. Request for County to Rendered Specified Election Services:**

Pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the county uses for their elections;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
  - a. Produce labels for vote-by-mail voters;
  - b. Produce labels for sample ballot pamphlets;
  - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to state law.

In accordance with Election Code Section 10002, the City will reimburse the County for the services performed when the work is completed and upon presentation to the City of a properly approved bill.

## **C. Establish Regulations for Candidate Statements:**

Pursuant to Election Code Section 13307, the City may establish regulations for statements submitted by candidates that will appear in the official voter pamphlet for the March 5, 2013 election. Under the Elections Code, the City may limit the statement to 200 words, and may charge for the cost of printing the statement, and the cost of translating the statement from English to another language.

Staff proposes that the City adopt regulations limiting the candidate statement to 200 words, and charging the candidates the actual cost for printing and any translation services.

## **D. Conduct for a Special Runoff Election**

Pursuant to § 15651(b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the city, there shall be held within the city a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than 40 nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

## **E. Consenting the Consolidation with the City of Los Angeles and the Los Angeles Community College District**

In accordance with the City of Los Angeles' Resolution No. 13-1100, the City Council of the City of Bell is hereby requested to consent to a consolidation with the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District, with the City's General Municipal Election scheduled to be held Tuesday, March 5; 2013.

The City of Los Angeles agrees to pay its' proportionate share of the costs relating to the conduct of this election.

## FISCAL IMPACT

The City Council approved \$42,000 for election expenses in the fiscal year 2012/2013 budget. It is staff's recommendation that the city conduct its own election using Martin & Chapman as its Election Consultant. In addition, about half of the cost will be shared with the City of Los Angeles by consenting the consolidation with them and the Los Angeles Community College District.

The city explored the option of having the County of Los Angeles conduct the election. On September 17, 2012, the city received the cost estimate from the County for \$200,000.

## ATTACHMENTS

1. Resolution Nos. 2012-69- through 2012-73
2. Letter from City of Los Angeles requesting the consolidation of the March 5, 2013 Primary Nomination Election with the City of Bell's Municipal Election.
3. Letter from County of Los Angeles for the Estimated Cost

**RESOLUTION NO. 2012-69**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CHARTER.**

WHEREAS, under the provisions of the Charter, a General Municipal Election shall be held on Tuesday, March 5, 2013, for the election of Municipal Officers; and

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

SECTION 1. That pursuant to the requirements of the Charter, there is called and ordered to be held in the City of Bell, California, on Tuesday, March 5, 2013, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That pursuant to Elections Code § 12310, a stipend for services for the persons named as precinct board members is fixed at the sum of \$75.00 for each Inspector and \$50.00 for each Clerk for the election. In addition, the sum of \$50.00 will be given to each precinct board member to attend a training class and the sum of \$25.00 to be given to each inspector to pick up the precinct supplies. The rental for each polling place, where a charge is made, shall be the sum of \$100.00 for the election. When required, the compensation of the Custodian of a building shall be \$50.00 for the election.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Election Official, the City Council, in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 10. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED ON October 3, 2012.

\_\_\_\_\_  
Ali Saleh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 3<sup>rd</sup> day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rebecca Valdez, CMC, City Clerk

**RESOLUTION NO. 2012-70**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013.**

WHEREAS, a General Municipal Election is to be held in the City of Bell, California, on Tuesday, March 5, 2013; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Bell;

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

SECTION 1. That pursuant to the provisions of § 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

1. A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the county uses for their elections;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
  - a. Produce labels for vote-by-mail voters;
  - b. Produce labels for sample ballot pamphlets;
  - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to state law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED ON October 3, 2012.

\_\_\_\_\_  
Ali Saleh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 3<sup>rd</sup> day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rebecca Valdez, CMC, City Clerk

## RESOLUTION NO. 2012-71

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013.

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

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

**SECTION 1. GENERAL PROVISIONS.** That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Bell on Tuesday, March 5, 2013 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

#### **SECTION 2. FOREIGN LANGUAGE POLICY.**

A. Pursuant to the Federal Voting Rights Act, the city is required to translate candidates statements into the following languages:  
Spanish.

B. Pursuant to state law, the candidate's statement must be translated and printed (in the voters pamphlet) in any language at the candidates request.

C. The City Clerk shall

##### 1. Translations

(a) have all candidates statements translated into the languages specified in (A) above.

(b) have translated those statements into the languages as requested by the candidate in (B) above.

##### 2. Printing:

(a) print an English only voter pamphlet to be mailed to all voters

(b) print any translations of candidates who so request printing in the main voter pamphlet.

- the main voter pamphlet will be an English pamphlet, also containing candidate statement translations if requested by the candidate.

(c) print all translations of all candidates statements pursuant to (A). above, in facsimile voter pamphlets

- facsimile voter pamphlets will be in English and Spanish.

(d) print all translations of all candidates statements in the main voter pamphlet.

- the main voter pamphlet will be in English and Spanish.

- (e) have all translations made available upon request in the office of the City Clerk.

**SECTION 3. PAYMENT.**

**A. Translations:**

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

**B. Printing:**

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.
4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

**SECTION 4. MISCELLANEOUS.**

- A) All translations shall be provided by professionally-certified translators.
- B) The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.
- C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

**SECTION 5. ADDITIONAL MATERIALS.** No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on Tuesday, March 5, 2013 and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON October 3, 2012.

\_\_\_\_\_  
Ali Saleh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 3<sup>rd</sup> day of October, 2012, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Rebecca Valdez, CMC, City Clerk

**RESOLUTION NO. 2012-72**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL,  
CALIFORNIA, PROVIDING FOR THE CONDUCT OF A SPECIAL  
RUNOFF ELECTION FOR ELECTIVE OFFICES IN THE EVENT OF A TIE  
VOTE AT ANY MUNICIPAL ELECTION.**

WHEREAS, § 15651(b) of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to require the conduct of a Special Runoff Election to resolve a tie vote involving those candidates who received an equal number of votes and the highest number of votes for an elective office;

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

SECTION 1. That pursuant to § 15651(b) of the Elections Code of the State of California, if any two or more persons receive an equal and the highest number of votes for an office to be voted for within the city, there shall be held within the city a Special Runoff Election to resolve the tie vote. A Special Runoff Election shall be called and held on a Tuesday not less than 40 nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 2. That this resolution shall apply only to the election to be held on Tuesday, March 5, 2013 and shall then be repealed.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON October 3, 2012.

\_\_\_\_\_  
Ali Saleh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 3<sup>rd</sup> day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rebecca Valdez, CMC, City

Clerk

**RESOLUTION NO. 2012-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, CONSENTING TO AN ELECTION CONSOLIDATION WITH THE CITY OF LOS ANGELES, INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT AND ORDERING THAT THE FOUR (4) SEATS ON THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT APPEAR ON THE BALLOT OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013.**

WHEREAS, a General Municipal Election will be held on Tuesday, March 5, 2013 and will be called by Resolution No. 2012-69, to be adopted by the City Council of the City of Bell on October 3, 2012; and

WHEREAS, in accordance with the City of Los Angeles' Resolution No. 13-1100, the City Council of the City of Bell is hereby requested to consent to a consolidation with the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District, with the City's General Municipal Election scheduled to be held Tuesday, March 5, 2013; and

WHEREAS, the City of Los Angeles agrees to pay its' proportionate share of the costs relating to the conduct of this election.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, the City Council of the City of Bell hereby consents to consolidate the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District for the purpose of electing four (4) Members of the Board of Trustees for the Los Angeles Community College District in Districts 2, 4 and 6 with the General Municipal Election of the City of Bell.

SECTION 2. In the event it appears at a later time that it would be in the best interest of the voters in the City of Bell to conduct these elections concurrently, instead of by consolidation, then only a verbal agreement between the two City Clerks is required to do so. A concurrent election is when each city conducts its own election separately, but using the same polling places and sharing election workers. Voters will walk in, sign a Roster and vote a City of Bell ballot, deposit it in the City of Bell ballot box, and then sign a 2nd Roster, vote a City of Los Angeles ballot and deposit it in the City of Los Angeles ballot box. The voters will get a sample ballot from each city, and will have to apply to each city for a vote by mail ballot from the respective city.

SECTION 3. In the event that the General Municipal Election to be held in the City of Bell should be cancelled due to insufficient candidates, then the City of Los Angeles will be responsible for the conduct of their election within the boundaries of the City of Bell.

SECTION 4. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That the City Clerk shall forward without delay, a copy of said resolution to the Los Angeles County Board of Supervisors, the Los Angeles County Registrar-Recorder/County Clerk, and to the City Clerk of the City of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED ON October 3, 2012.

\_\_\_\_\_  
Ali Saleh, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
David Aleshire, City Attorney

**CERTIFICATE OF ATTESTATION AND ORIGINALITY**

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 3<sup>rd</sup> day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rebecca Valdez, CMC, City

Clerk

JUNE LAGMAY  
CITY CLERK

HOLLY L. WOLCOTT  
EXECUTIVE OFFICER

**CITY OF LOS ANGELES**  
CALIFORNIA



ANTONIO R. VILLARAIGOSA  
MAYOR

OFFICE OF THE  
CITY CLERK  
ELECTION DIVISION

SPACE 300  
555 RAMIREZ STREET  
LOS ANGELES, CA 90012  
(213) 978-0444  
FAX (213) 978-0376

JACOB WEXLER  
CHIEF OF ELECTIONS

September 12, 2012



Ms. Rebecca Valdez  
City Clerk, City of Bell  
6330 Pine Avenue  
Bell, CA 90201-1291

Dear Ms. Rebecca Valdez,

The Los Angeles City Council has adopted the attached resolution which requests consolidation of the March 5, 2013 Primary Nominating Election with the Municipal Elections of those cities to be held on the same date. This resolution was adopted on September 11, 2012.

We would appreciate consideration of this request by your City Council and the transmittal of your City's resolution accepting consolidation upon adoption. If your city does not wish to consolidate, or your election is ultimately cancelled, please notify us as soon as possible so that we are able to update our election consolidation information. A copy of your City's resolution canceling the election is all we need to close out our consolidation request.

For any additional questions, please contact Jinny Pak, Assistant Chief, at (213) 978-0444. We look forward to working with you for another successful consolidated election.

Sincerely,

Jacob Wexler, Chief  
Election Division

Attachment



CITY OF LOS ANGELES  
CALIFORNIA

JUNE LAGMAY  
City Clerk

HOLLY L. WOLCOTT  
Executive Officer



ANTONIO R. VILLARAIGOSA  
MAYOR

Office of the  
CITY CLERK

Council and Public Services  
Room 395, City Hall  
Los Angeles, CA 90012  
General Information - (213) 978-1133  
Fax: (213) 978-1040

SHANNON HOPPES  
Council and Public Services  
Division

[www.cityclerk.lacity.org](http://www.cityclerk.lacity.org)

When making inquiries relative to  
this matter, please refer to the  
Council File No.

**CERTIFICATION**

STATE OF CALIFORNIA,

] ss.

COUNTY OF LOS ANGELES,

I, June Lagmay, City Clerk of the City of Los Angeles and ex-officio Clerk of the City Council of the City of Los Angeles, do hereby certify and attest the foregoing to be a full, true and correct copy of the original attached to Council file No. 13-1100 and adopted in Council on September 11, 2012 on file in my office, and that I have carefully compared the same with the original.

In Witness Whereof, I have hereunto set my  
hand and affixed the Seal of the City of  
Los Angeles, this 13th day of September, 2012.

City Clerk of the City of Los Angeles

By Vera Mendez  
Vera Mendez, Deputy

CITY OF LOS ANGELES  
CALIFORNIA

JUNE LAGMAY  
City Clerk

HOLLY L. WOLCOTT  
Executive Officer



ANTONIO R. VILLARAIGOSA  
MAYOR

Office of the  
CITY CLERK

Council and Public Services  
Room 396, City Hall  
Los Angeles, CA 90012  
General Information - (213) 978-1133  
Fax: (213) 978-1040

SHANNON HOPPES  
Council and Public Services  
Division

[www.cityclerk.lacity.org](http://www.cityclerk.lacity.org)

When making inquiries relative to  
this matter, please refer to the  
Council File No.

September 12, 2012

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council File No. 13-1100,  
at its meeting held September 11, 2012.

City Clerk  
vm

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## Council Action

The City Council ADOPTED the following recommendation(s), contained in a COMMUNICATION FROM THE CITY CLERK which were WAIVED, pursuant to Council Rule 17, by the Chair of the Rules, Elections and Intergovernmental Relations Committee:

ADOPT the accompanying RESOLUTION that the 15 Los Angeles area cities identified in Exhibit I of the City Clerk report, attached to the Council file, agree to consolidate a portion of the City of Los Angeles Primary Nominating Election to be held on Tuesday, March 5, 2013 with the Municipal Elections of those cities to be held on the same date.

Council File No. 13-1100

**ADOPTED**

SEP 11 2012

**LOS ANGELES CITY COUNCIL**

91

## RESOLUTION

A RESOLUTION OF THE LOS ANGELES CITY COUNCIL REQUESTING THAT THE FIFTEEN CITIES IDENTIFIED IN EXHIBIT I HEREIN AGREE TO CONSOLIDATE A PORTION OF THE PRIMARY NOMINATING ELECTION. TO BE HELD ON TUESDAY, MARCH 5, 2013, WITH THE MUNICIPAL ELECTIONS OF THOSE CITIES TO BE HELD ON THE SAME DATE.

WHEREAS, on March 5, 2013, Municipal Elections will be held in the cities identified in Exhibit I herein; and

WHEREAS, the City of Los Angeles will also conduct a Primary Nominating Election on March 5, 2013, to elect the Mayor, City Attorney, Controller, Members of the Los Angeles City Council, Members of the Board of Education of the Los Angeles Unified School District, Members of the Board of Trustees of the Los Angeles Community College District and to possibly place ballot measures before the voters; and

WHEREAS, portions of Los Angeles Unified School District and the Los Angeles Community College District elections overlap the boundaries of the Exhibit I cities; and

WHEREAS, to improve voter participation, it is desirable to consolidate the Primary Nominating Election and the Municipal Elections of the Exhibit I cities, with respect to those portions of the Los Angeles Unified School District and/or the Los Angeles Community College District that overlap their boundaries; and

WHEREAS, to enhance voter convenience and improve the administration of the consolidated elections, it is desirable that the precincts, polling places, election officers, voting hours, and vote by mail procedures of the elections be the same; and for the City Clerks of the Exhibit I cities to canvass the returns of the election for those portions of Los Angeles Unified School District and/or the Los Angeles Community College District that are within their boundaries; and that the consolidated elections be held in all respects as if there were only one election; and

WHEREAS, cost savings will result from the consolidation and sharing of costs of these elections.

NOW, THEREFORE, the Los Angeles City Council does hereby resolve, determine and order as follows:

Section 1. Pursuant to the requirements of California Elections Code Sections 10400 through 10418 and Los Angeles City Election Code Section 105, the City Councils of the Exhibit I cities are requested to consent and agree to consolidate the Primary Nominating Election, with respect to those portions of the Los Angeles Unified School District and/or the Los Angeles Community College District elections which are within their boundaries with their Municipal Elections to be held on March 5, 2013; and that the elections shall be held in those cities in all respects as if there were only one election, except as noted in Section 2 below. The precincts, polling places, officers of election, ballots and canvassing procedures and all other conditions for this portion of the Primary Nominating Election shall be the same as those provided by those cities for their Municipal Elections.

Section 2. The procedures for filing and qualifying Primary Nominating Election candidates and ballot measures for inclusion in the election shall be governed by the Los Angeles City Charter and Election Code and the Los Angeles City Clerk is directed to transmit the qualifying process, without delay, for inclusion in their official and sample ballots and other election related voter information materials.

Section 3. The City Clerks of the Exhibit I cities are authorized to canvass the returns of that portion of the Primary Nominating Election which is requested to be consolidated with the Municipal Elections of their respective cities, and those City Clerks are further requested to complete the portion of the canvass relating to the Primary Nominating Election within 21 days of the date of the consolidated election.

Section 4. The City Councils of the Exhibit I cities are requested to issue instructions to their respective City Clerks to take any and all steps necessary to hold the consolidated election.

Section 5. The City of Los Angeles agrees to reimburse the Exhibit I cities the proportionate share of the costs for conducting the consolidated election. This agreement does not affect the obligation of the Los Angeles Unified School District and the Los Angeles Community College District to reimburse the City of Los Angeles for the overall conduct of the Primary Nominating Election.

Section 6. Should any of the Exhibit I cities choose not to consolidate the Primary Nominating Election with the Municipal Election of their respective city, the Los Angeles City Clerk is directed to conduct the Primary Nominating Election in that city as required.

Section 7. The Los Angeles City Clerk shall certify to the adoption of this Resolution and file a certified copy thereof with the City Councils of the Exhibit I cities and with the Los Angeles County Registrar-Recorder.

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting of SEP 1 1 2012.

June Lagmay, City Clerk

By: *Richard Rath*  
Deputy



Council File No: 13-1100

**EXHIBIT I**

**CITIES HOLDING MUNICIPAL ELECTIONS ON MARCH 5, 2013**

	<b>NAME OF CITY</b>	<b>LAUSD*</b>	<b>LACCD**</b>
1.	Bell	no	yes
2.	Beverly Hills	yes	yes
3.	Calabasas	yes	yes
4.	Carson	yes	yes
5.	Commerce	no	yes
6.	Cudahy	no	yes
7.	Gardena	no	yes
8.	Huntington Park	no	yes
9.	Monterey Park	no	yes
10.	Palos Verdes Estates	no	yes
11.	Rolling Hills	no	yes
12.	San Fernando	yes	yes
13.	San Gabriel	no	yes
14.	South Gate	no	yes
15.	West Hollywood	yes	yes

\* Los Angeles Unified School District

\*\* Los Angeles Community College District

Note: LACCD conducts elections at large; therefore, three Board of Trustee seat elections, for 2, 4, and 6, will be conducted in each jurisdiction for LACCD.



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

September 17, 2012

Ms. Rebecca Valdez, City Clerk  
City of Bell  
6330 Pine Ave.  
Bell, CA 90201

**ESTIMATED COST FOR MARCH 5, 2013 CITY OF BELL CONSOLIDATED  
ELECTION WITH LACCD**

Dear Ms. Valdez,

The estimated cost for City of Bell to hold a Consolidated Election with LACCD for two offices is \$200,000.

The estimated cost is based on the current estimated statistics below: 11,127 registered voters, 2,243 permanent absent voters, 5 precincts, 2 pages per office and 1 other jurisdiction sharing the prorated costs with your City. **Changes in any of these factors and overall election statistics, as well as unanticipated increase in labor rates and/or material/supply costs, will have a significant impact on the final costs.**

If you have any questions or need additional information, please contact Bernice Liang of my staff at (562) 462-2690.

Sincerely,

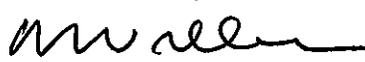
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

ANN SMITH, Manager  
Fiscal Operations

## City of Bell Agenda Report

DATE: October 3, 2012  
TO: Mayor and Members of the City Council  
FROM: Magdalena Prado, Senior Management Analyst

APPROVED  
BY:



\_\_\_\_\_  
Doug Willmore, City Manager

SUBJECT: UPDATE ON THE NEW CITY OF BELL WEBSITE

### RECOMMENDATION:

- 1) Provide the Council an update on the status of the new City of Bell website developments and the Preferred Website Design Concept community online survey featured on the current City of Bell website.

### DISCUSSION AND BACKGROUND:

A priority objective for this Administration has been transparency; and the accurate and timely provision of information to the community about their city government, its processes and services. As a result, during the April 18, 2012 City Council Meeting, the Council approved a service agreement with Vision Internet for website design development services at a cost of \$17,860, as well as the implementation of a new content management system (CMS). This project will serve to further the Council's goals of increased transparency.

Currently, staff manages both City websites, the Bell City Clerk and the City of Bell, with the assistance of external webmasters. A CMS will enable staff to add new content to the City website, making necessary edits and uploading documents in-house in a timely manner, rather than relying on the aid and schedule of an outside entity. Further, each department will have a designated staff person trained on the CMS to maintain their respective web pages and ensure information is current. Per the service agreement with Vision Internet, the new Bell City website is scheduled to go live no later than January 1, 2013.

Given the nature of this project, the City assembled an interdepartmental team to work cooperatively in the development of the new website. Staff was invited to participate based on their frequent interaction with the public and departmental knowledge. Soon thereafter, the team initiated a series of tasks to be certain the new website would reflect the needs of the end user.

#### *Data Collection*

At the early onset, each team member had to assess the types of questions their department fielded most often. This information will be easily found on the new website. Throughout the month of May, each department kept a one-week log of the types of telephone calls received, as well as the nature of public visits.

Additionally, staff reviewed data on both City websites through Google Analytics, a service that generates detailed statistics about a website's use. The information shed light on user trends,

including the type of information most commonly sought on the City of Bell and Bell City Clerk web sites, the number of visits per web page, language preference, as well as other relevant data.

#### *Developed Wireframe Layout*

The team held its initial meeting with Vision Internet in June and identified the project's goal – to create an aesthetically pleasing and user-friendly website that would be rich in content yet allow the City to increase its functionality over time as resources became available.

Vision Internet responded with various proposed wireframe layouts, or outlines, for the City's new home page. Modifications requested by staff were delivered at subsequent meetings. Given user trends and the use of mobile applications, the team focused on creating various "touch" pathways to access information. Prominent icons were incorporated on the site's home page for those most frequently requested services. Also, the team identified drop-down options for the main navigation tool bar which included: About Us; Residents; Business; City Hall; Transparency; Going Green; and I want to?

The "Transparency" and "Going Green" options were incorporated to highlight these new and relevant themes. Increasingly, the general public has become interested in city manager salaries, public employee benefits and compensation, as well as information related to municipal charters. Cities across the country have responded by integrating a "Transparency" option on their websites. Transparency pages provide the public greater access to public documents by featuring them on a prominent page within a website. This not only demonstrates a city's commitment to transparency, but it results in increased efficiency by reducing the number of public records request, as well as the staff hours necessary to respond.

The "Going Green" option provides users information about the City's commitment to conserve natural resources through the use of hybrid vehicles and other recycling efforts. Further, the option encourages residents and business owners to participate in green efforts by highlighting local conservation efforts and recycling programs.

#### *Design Concepts and Content Development*

During the latter summer months of July and August, the web team iterated with Vision Internet on the website's aesthetic design. The team sought to highlight key community features on the site including the City's rich history, its' City parks, as well as its convenient proximity to major transportation corridors and industry. While Vision Internet developed various design concepts, the initial designs did not accurately reflect the team's approach for a new City of Bell website. This extended the design time frame. After additional iterations, three final web design concepts were identified (Attachments A, B and C).

Simultaneous to this design process, each team representative was tasked with writing new content for their department web pages which would best reflect their department's function and scope of service. This was an important effort given that the current City websites provide the public little information. Staff also identified reports and materials to be linked to department pages.

#### *Virtual City Hall*

The City seeks to create a virtual City Hall, conveniently available to the public to review agendas, documents, and obtain civic information at their convenience. The new City of Bell site will begin to address this objective. Users will be able to pay parking tickets online, as well as conduct searches for archived public documents. Both live and recorded Council meetings

will be available for viewing. Over time, the City seeks to further the site's online services; however, careful consideration will be taken to ensure that resources are able to meet the increased demands of online users.

#### **NEXT STEPS**

During the coming weeks, the team will continue to work with Vision Internet to complete the new website. The Content Migration Site Map will be finalized and submitted. This spreadsheet will demonstrate the website's hierarchy, and identify the 100 new web pages to be constructed, as well as any necessary links and photos. Additional pages may be created in-house once team members have obtained CMS training.

Staff will assist Vision Internet in developing a new Agenda Management function within the CMS. This will be a new feature for Vision Internet which will assist the City Clerk in the development of the agenda packet. Staff reports will be written, tracked and approved online, as well as assembled and prepared to print. This process is currently done manually and quite labor intensive.

The team will also continue to work with Vision Internet to create distinct colorized backgrounds for each department's web pages, as well as the Transparency pages. This will easily distinguish departmental information to the end user, yet maintain a consistent structure throughout the site.

Finally, City will complete the RFP process for Video Recording, Production, and Web Stream services and award a new contract prior to the new website launch.

The team is confident the work being conducted will lead to a new and robust website which will go live, as scheduled, on January 1, 2013.

#### **PREFERRED WEBSITE DESIGN CONCEPT ONLINE SURVEY**

As previously noted, the website team has identified three new City of Bell website design concepts for the Council's review and consideration. In an effort to obtain the public's preference, staff has also developed a community online survey which can be found on the current City of Bell website. The public is encouraged to participate. The survey will be online for a two-week period. Further, the proposed website designs will be posted at each park facility along with comment cards for the community to submit.

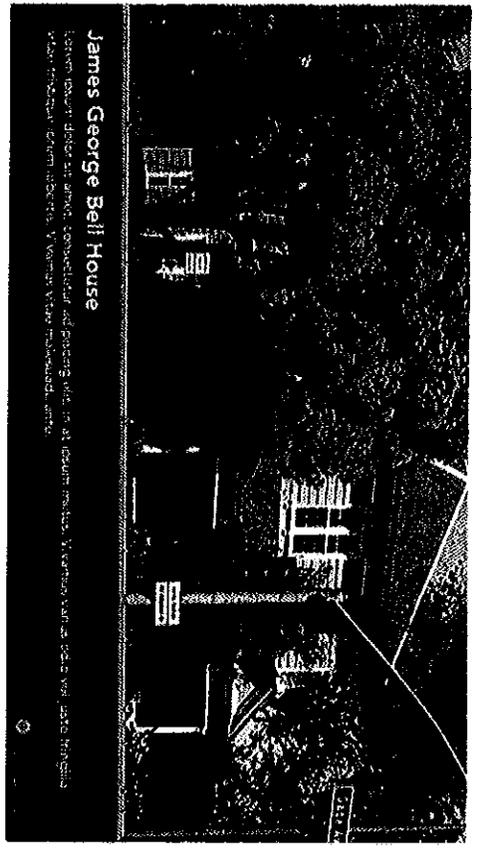
The online survey results will be presented to Council at the next scheduled City Council meeting on Wednesday, October 17, 2012, for the Council's review and final consideration.

#### **ATTACHMENTS:**

- A) Proposed design concepts for new City of Bell website
- B) April 18, 2012 Staff Report
- C) Contract Service Agreement with Vision Internet Providers



- Home
- About Us
- Residents
- Business
- City Hall
- Going Green
- Transparency
- I Want To...



James George Bell House

YARD SALES

PARKING TICKETS

BUS PASSES

PERMITS

PARKS & RECREATION

PUBLIC SAFETY

### Quick LINKS

Council Members

City Records

LIVE Council Meetings

Community Survey

### IN THE Spotlight



#### New Community Center Shines

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### Latest News



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[More News >](#)

### Upcoming Meetings

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[More Meetings >](#)



Home | About Us | Residents | City Hall | Going Green | Transparency | I Want To... | Contact Us | Site Map  
 6300 Pine Avenue, Bell, California 90207 | 323-588-6211  
 Website Created and Hosted by Mission Internet - The Government Website Experts



# City of BELL

YARD SALE  
Yard Sales

Parking Tickets

22 BUS Passes

Permits

Parks & Recreation

Public Safety

JAMES GEORGE BELL HOOKS

Council Members

City Records

Live Council Meetings

Community Survey

## Latest News



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## Upcoming Meetings

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AUG 12

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AUG 15

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[More >](#)

## IN THE SPOTLIGHT



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About Us | What's New | Residents | Visitors | Business | Government | Want to... | Contact Us | Site Map  
 © 2012 City of Bell, CA. All Rights Reserved | 6330 Pine Ave. • Bell, California 90201 (323) 588-6211  
 Website Created & Hosted by Vision Internet - The Government Website Experts





# CITY OF BELL

- Home
- About Us
- Residents
- Business
- City Hall
- Going Green
- Transparency
- I Want To...

Search...



YARD SALES

PARKING TICKETS

BUS PASSES

PERMITS

PARKS & RECREATION

PUBLIC SAFETY

COUNCIL MEMBERS

CITY RECORDS

LIVE COUNCIL MEETINGS

COMMUNITY SURVEY

## LATEST NEWS



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## UPCOMING MEETINGS

14 JUL

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17 JUL

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22 JUL

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## IN THE SPOTLIGHT



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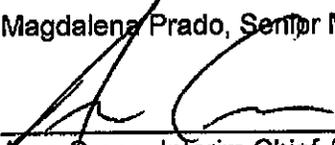
[Home](#) | [About Us](#) | [Residents](#) | [Business](#) | [City Hall](#) | [Going Green](#) | [Transparency](#) | [I Want To...](#)  
[Yard Sales](#) | [Parks & Recreation](#) | [Public Safety](#) | [Council Members](#) | [City Records](#) | [Live Council Meetings](#) | [Community Survey](#)

**City of Bell  
Agenda Report**

DATE: April 18, 2012

TO: Mayor and Members of the City Council

FROM: Magdalena Prado, Senior Management Analyst

APPROVED  
BY:   
Arne Croce, Interim Chief Administrative Officer

SUBJECT: NEW CITY OF BELL WEBSITE

**RECOMMENDATION:**

Approve a contract service agreement for website design development services with Vision Internet Providers, Inc. of \$17,860 which would reflect the cost for website design development.

**DISCUSSION AND BACKGROUND**

One of the priority objectives established by the Council in September of 2011 was to improve communication with the public and transparency of City operations. A specific measure identified at the time was to develop a new, integrated website to support the provision of information to the public about the City's municipal services and increase efficiencies over time.

The City currently maintains two websites: the official city website, [www.cityofbell.org](http://www.cityofbell.org), and the Bell City Clerk site, [www.bellcityclerk.org](http://www.bellcityclerk.org). The maintenance of two separate and distinct websites is often confusing to those seeking information about the City. Further, both sites have limited information and functionality.

The official City website provides the public general information about the City, with scarce information about City departments and their functions. Information posted on the site includes community meetings announcements, presentation documents and Council meeting summaries. The website also contains recreational program schedules and services. Much of the current content on the site is outdated. Also, the site is mirrored in Spanish, so updates must be done to both English and Spanish content.

The City site functions via HTML programming language, and requires the use of an outside vendor to maintain the site at a rate of \$85 per hour. Modifying the existing site's format to meet the City's current needs would be costly. During the 2010-2011 fiscal year, the City paid \$892 in website maintenance fees for the website. This fiscal year, the City has spent \$535 on website maintenance for content uploads.

The City's secondary website is that of the Bell City Clerk which provides information related to the clerk's functions including Council meetings, agendas, and minutes. While it is linked to the official city website, its location outside of the official city website address is misleading. The cost to develop the website in the fall of 2010 was approximately \$15,650. Since then, the City has paid a \$300 monthly maintenance fee. This fiscal year, the City is expected to pay \$3,600 in maintenance service fees. A review of visits to the city's websites found that in March of 2012, the sites received over 5,200 unique visits.

### New Website Development

Last fall, staff researched the development of a new city website by reaching out to nearby cities that had recently launched websites including Rancho Cucamonga and Commerce to gather insight into their process. City department heads and council members were also consulted to learn about their goals and ideas for a new website launch. Five firms with experience in municipal website development were asked to submit proposals to the City:

- Civica
- Civic Plus
- Ewing Beland
- Synfodium
- Vision Internet

The manner in which each vendor presented information, including terms and services, was difficult to compare. As a result, staff opted to draft a City of Bell New Website Description which articulated the City of Bell's revised website goals, and asked the vendors to respond to questions in a matrix format to conduct a comparative analysis.

The New Website Description document (Attachment B) was prepared to get clarification from the five responding developers. It required that each vendor present its proposal in a specific format and complete a matrix outlining its services. Responses to the New Website Description document were received from Civic Plus, Ewing-Beland, and Vision Internet. Interviews were conducted with these three firms by a group that included City staff, the IT manager from the City of Commerce, Mayor Saleh and then Vice-Mayor Harber.

Vision Internet had submitted a bid of approximately \$36,235 for website design. The bid from Civic Plus was \$34,258 and Ewing Beland's was \$17,000. Civic Plus and Vision Internet submitted comparable proposals for the scope of website design and content management systems. Ewing Beland's proposal was less comprehensive and used a public (open source) content management system. Following a review of the submittals and interviews, the interview group concluded that Civic Plus provided the most competitive offer given their service fee. Civic Plus was contacted to discuss website design opportunities and reduced their initial cost proposal to \$22,374. Soon after, Vision Internet presented a further reduction to their design fee, and increased their array of services to the City.

In light of the Vision Internet offer, staff asked both Civic Plus and Vision Internet to resubmit their best and final offer. Vision Internet submitted a competitive offer at a cost lower than that of Civic Plus. In light of the quality website designs and content management system, as well as the reduced service fee and array of services, staff opted to recommend Vision Internet as the web site development firm to craft the new City website. Vision Internet has significant experience in the area of municipal website design and has built websites for a number of cities across the State including Burbank, West Hollywood, Santa Cruz, San Francisco, and Palm Springs.

The final proposals of both Vision Internet and Civic Plus are attached. They are summarized below.

### Vision Internet Proposal

The Vision Internet offer included two options: Option A -- Compensation for Services; and Option B -- A No Cost Option, which asked that following a successful website launch, the City endorse the Vision Internet product. The following is a brief overview of both offers:

#### *Option A -- Compensation for Services*

The Vision Internet combined offer of \$17,860 for website design development including:

- Intranet
- 100 pages of content migration
- Website hosting and maintenance in year one
- *Onsite consulting and training with Vision Internet Personnel*
- *\$5,582 for hosting and maintenance for years two and three combined*
- *Graphic redesign in year three*
- *Video streaming of up to 4 meetings per month*

#### *Option B -- No Cost Option*

In exchange for the services detailed in Option A, Option B would ask that the City of Bell pay for annual maintenance and hosting in years two and three, and participate in the following:

- A joint press conference to unveil the new site
- Jointly present a case study at conferences of mutual agreement
- Maintain a page on the website describing the City of Bell's open government initiatives that would credit Vision Internet for the collaborative effort
- Make a reasonable effort to participate in promoting the Website Development Project and Vision Internet
- Maintaining the City of Bell website for a three-year period.

### Civic Plus Proposal

Civic Plus submitted their best and final offer of \$22,374 for the website design development including:

- Intranet
- 100 pages of content migration
- Website hosting and maintenance in year one
- Online staff training
- \$7,588 for annual maintenance and hosting in year two and three combined.

### NEXT STEPS

Upon approval by the City Council, staff will collaborate with Vision Internet to develop a detailed work program and establish a timeframe for mutual deliverables. The launch of a new City of Bell website is set for no later than December 31, 2012.

The initial website "build" process will also require the formation of an interdepartmental staff team to identify each division's priority services and content to be posted online. Time will also be allowed to craft new content and further the Council's goal of increased transparency. In light of current staffing capacities, website functionality and new modules will be incorporated into the website over time to ensure staff is able to efficiently address any increased demands as a result of the new website launch.

The development process will consist of six stages. Staff will provide the Council an update report at the close of each stage to reflect progress and milestones achieved. The following is a brief review of each stage including milestones.

IMPLEMENTATION STEP	ESTIMATED DURATION
<p><b>STAGE ONE</b></p> <ol style="list-style-type: none"> <li>1) Prepare and review a survey document which will focus on goals and objectives.</li> <li>2) Lead an onsite brainstorming and planning session to discuss current website, survey results, user needs, and possible approaches for the future.</li> <li>3) Study examples of other preferred websites.</li> <li>4) Review project goals and timeline.</li> <li>5) Collect content and materials for the new website.</li> </ol> <p>DELIVERABLE: SURVEY MATERIALS</p>	<p>2-5 Weeks</p>
<p><b>STAGE TWO</b></p> <ol style="list-style-type: none"> <li>1) Create information architecture which supports easy access to information.</li> <li>2) Define the navigation strategy.</li> <li>3) Review and recommend interactive components and features to ensure streamlined navigation through special types of content.</li> <li>4) Create a conceptual sitemap and categorization of pages.</li> <li>5) Create a homepage wireframe layout that shows the placement of key information and dynamic content.</li> </ol> <p>DELIVERABLE: APPROVED HOMEPAGE WIREFRAME LAYOUT</p>	<p>2-6 Weeks</p>
<p><b>STAGE THREE</b></p> <ol style="list-style-type: none"> <li>1) Develop a graphic design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create harmonious design.</li> <li>2) Create a minimum of two preliminary design concepts for the city's review.</li> </ol> <p>DELIVERABLE: FINALIZED HOMEPAGE DESIGN</p>	<p>3-6 Weeks</p>

<p><b>STAGE FOUR</b></p> <p>1) Implement Vision Content Management System and integrate interactive components and features including the content migration of up to 100 pages into the new website.</p> <p><b>DELIVERABLE: ACCESS TO THE WEBSITE ON THE CONTRACTOR'S DEVELOPMENT SERVER</b></p>	<p><b>7-12 Weeks</b></p>
<p><b>STAGE FIVE</b></p> <p>1) Perform extensive functional testing.  2) Review content.  3) Create a custom online training manual.  4) Provide administrator and content editor training for 10 employees including a one-day onsite training consisting of two sessions; one for staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.</p> <p><b>DELIVERABLE: CUSTOM ONLINE TRAINING GUIDE</b></p>	<p><b>4-5 Weeks</b></p>
<p><b>STAGE SIX</b></p> <p>1) Move the site to the production server including the installation of necessary software, making configuration changes, and transferring code and content.</p> <p>2) A the final quality assurance process to ensure the site transferred correctly plus a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon City approval.</p> <p><b>DELIVERABLE: FINALIZED WEBSITE</b></p>	<p><b>2 Weeks</b></p>
<p><b>Total estimated time to launch</b></p>	<p><b>20-36 Weeks</b></p>

**ATTACHMENTS**

- A. Professional Services Agreement Contract
- B. City of Bell New City Website Description
- C. Vision Internet Proposal
- D. Civic Plus Proposal
- E. Ewing-Beland Proposal

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**THE CITY OF BELL,  
A MUNICIPAL CORPORATION**

**and**

**Vision Internet Providers, Inc., a California Corporation**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF BELL, CALIFORNIA  
AND  
Vision Internet Providers, Inc., a California Corporation**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_ by and between the City of Bell, a municipal corporation ("City") and Vision Internet Providers, Inc., a California Corporation, ("Consultant" or "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 Services may include such portions of the Consultant's scope of work or proposal which are incorporated in Exhibit "A". 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 reinstatement 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 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 \$17,860 (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 forth 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) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").



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 any 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, reuse 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 \_\_\_\_\_ (\$ \_\_\_\_\_) 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.

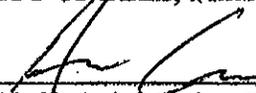
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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]

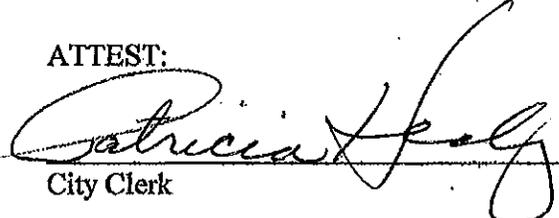
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF BELL, a municipal corporation

  
\_\_\_\_\_  
Chief Administrative Officer

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

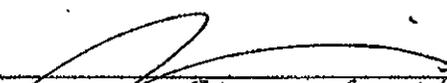
**APPROVED AS TO FORM:**

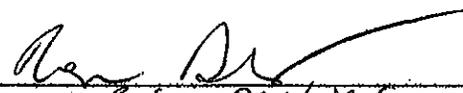
ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
David Aleshire, City Attorney

**CONTRACTOR:**

Visual Interact  
Providers, Inc.

By:   
Name: Steve Chopin  
Title: President

By:   
Name: Rose DeVries  
Title: Secretary

Address: 2530 Wildvine Blvd 2nd Fl  
Salt Lake City, CA 90403

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.**





**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Contractor's process consists of six stages, for which further detail is provided in attachment "A-1," (which follows Exhibit "D") as follows:

1. Vision stage, including preparation of a survey, conduct a website planning meeting with City staff, and compiling website content.

Milestone 1: Approval of survey by Contract Officer.

2. Concept stage, including creation of a conceptual sitemap and categorization of pages and Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

Milestone 2: Approval of homepage wireframe by Contract Officer.

3. Design stage, including homepage graphic design and City approval of the homepage design composition.

Milestone 3: Approval of finalized homepage design by Contract Officer.

4. Development stage, including interior page design and website programming, including content migration of up to 100 pages into the new website.

Milestone 4: Access by the Contract Officer and other City staff to the website on Contractor's development server.

5. Quality assurance, documentation, and training stage, including extensive functional testing, creation of a custom training manual that incorporates actual screenshots of the site, and administrator and content editor training; specifically, a one day onsite training consisting of two sessions; one for staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.

Milestone 5: Approval of custom online training guide by Contract Officer.<sup>1</sup>

6. Launch stage, including moving the website is moved to the production server, installation of necessary software, making configuration changes, and transferring code and content. Once transferred, Contractor will again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links and Section 508 compliance. The site will be available to the public upon the City's final approval.

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<sup>1</sup> Contractor will deliver an online training guide that will be accessible through the administrative interface of the website. The City will have the ability to print the guide on their own, should they decide to maintain hard-copies. The guide is not optimized for printing and may require some additional formatting by the City.

**Milestone 6: Website goes live to the public.**

**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.**

**Contractor will utilize the following personnel to accomplish the Services:**

**Uriz Goldman, Project Manager**

**Kristoffer von Bonsdorff, Project Management Director**

**Ashley Fruechting, Senior Account Executive**

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

Section 1.7 of the Agreement is replaced with the following:

Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City. All programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Contractor will create a backup of the website on the date of Completion. If any warranted problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

Section 1.12 is added to the Agreement as follows:

City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 8.0 and 9.0, Firefox 9.0. Website backend will be compatible with Internet Explorer 8.0 and 9.0. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2008 R2 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows Server 2008 R2 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with iPhone OS Safari 5, Android Chrome 4, Windows Mobile OS IE 9, BlackBerry Browser 4.5 and 5.0, Opera Mini 6.5, and Palm webOS. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Contractor

will also be compliant. Compliance standards will be verified via Watchfire's Bobby™ software prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant.

Section 2.4 of the Agreement is replaced with the following:

Invoicing shall be made and compensation shall be paid as defined milestones are accomplished to the City's full satisfaction, as established in Exhibit "C" of this Agreement. 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.

The following paragraph is added to Section 4.5 of the Agreement as follows:

Streaming services are to be provided under this Agreement by a third party vendor.

The following paragraphs are added to Section 6.3 of the Agreement as follows:

Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

Section 5.3 of the Agreement is replaced in its entirety with the following:

### 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 (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 unexcused failure to perform any material 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 unexcused failure to perform such work, operations or activities of Contractor required 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 unexcused failure to perform the work, operation or activities of Contractor required 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 negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Section 7.7, "Liquidated Damages," is waived.

**EXHIBIT "C"**  
**COMPENSATION**

- I. Contractor agrees to perform Website Development as described in "Exhibit A" at a price of \$17,860. Contractor may submit invoices for completion of milestones as follows:
- (i) 15% of the total cost upon completion of Milestone 1;
  - (ii) 15% of the total cost upon completion of Milestone 2;
  - (iii) 15% of the total cost upon completion of Milestone 3;
  - (iv) 15% of the total cost upon completion of Milestone 4;
  - (v) 20% of the total cost upon completion of Milestone 5;
  - (vi) 20% of the total cost upon completion of Milestone 6.
- II. 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.
- III. The total compensation for the Services shall not exceed \$17,860, as provided in Section 2.1 of this Agreement.
- IV. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

**EXHIBIT "C-1"**

**CONTRACTOR'S BILLING RATES**

Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

Travel time to and from City Hall is not chargeable to the City.

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

**Project Schedule**

The table below shows Contractor's recommended development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
<b>Vision Stage</b> <ul style="list-style-type: none"> <li>• Initial kick-off call with Bell's project manager</li> <li>• Survey preparation and review</li> <li>• Onsite brainstorming and planning session</li> <li>• Milestone 1: Approval of survey by Contract Officer</li> </ul>	2 – 5 Weeks
<b>Concept Stage</b> <ul style="list-style-type: none"> <li>• Creation of Information Architecture</li> <li>• Create conceptual site map</li> <li>• Homepage layout wireframe</li> <li>• Milestone 2: Approval of homepage wireframe by Contract Officer</li> </ul>	2 – 6 Weeks
<b>Design Stage</b> <ul style="list-style-type: none"> <li>• Unique, custom graphic design</li> <li>• Custom icons, buttons, screen elements, and backgrounds</li> <li>• Homepage design comp</li> <li>• Milestone 3: Approval of finalized homepage design by Contract Officer</li> </ul>	3 – 6 Weeks
<b>Development Stage</b> <ul style="list-style-type: none"> <li>• Implementation of Vision CMS™</li> <li>• Integration of Interactive components</li> <li>• Migration of up to 100 pages of content</li> <li>• Milestone 4: Access by the Contract Officer and other City staff to the website on Contractor's development server</li> </ul>	7-12 Weeks
<b>Quality Assurance, Documentation, and Training Stage</b> <ul style="list-style-type: none"> <li>• Final testing</li> <li>• Customized training manual</li> <li>• Onsite training</li> <li>• Milestone 5: Approval of custom online training guide by Contract Officer</li> </ul>	4-5 Weeks

Implementation Step	Avg. Duration
<b>Soft Launch &amp; Final Launch</b> <ul style="list-style-type: none"> <li>• Move website to production server</li> <li>• Completed website</li> <li>• Website goes live</li> <li>• Milestone 6: Website goes live to the public</li> </ul>	<b>2 Weeks</b>
<b>Total estimated time to launch</b>	<b>20-36 Weeks</b>

*\* The schedule may vary depending on components and participant decision times. Estimated completion is no later than December 31, 2012.*

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

## EXHIBIT "A-1"

### DETAIL FOR SCOPE OF SERVICES

Following is detail for the Scope of Work for the City of Bell's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

The implementation of the website will include:

- **Attractive Design:** A website design that reflects the City, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- **Intuitive Navigation:** Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- **Vision Content Management System™:** Contractor will implement the Vision Content Management System™ (VCMS) to facilitate content updates by non-technical staff throughout the City.
- **Integrated Interactive Components and Features:** Interactive components and features will make the website more engaging while improving usability and simplifying content updates for staff.
- **Integrated Web 2.0/Gov 2.0:** Your new website should include Web 2.0 features such as RSS feeds, Google Maps and integrated OneClick Social Networking™ with Twitter and Facebook to enable more immediate, fluid and targeted communications to your audiences.
- **Integration of Third-Party Components and Databases:** Existing web-applications and databases should be incorporated to the new website.

Each of these recommendations is discussed in more detail in the sections that follow.

#### Attractive Design

The City will have a design that makes it stand out among municipalities on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- **Creative design** that reflects your community and creative design elements that capture the essence of the City.
- **Highly functional layout** that makes important information available from the homepage and pages throughout the site.
- **Photos and collages** of recognizable landmarks, scenery of the City, and the local area.
- **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- **Section 508 Compliance** making it accessible to persons with disabilities.

- **Easy to use drop down menus** helping users to quickly understand navigation and locate information with the least amount of clicks.
- **Breadcrumbs** showing the user's current path to let them know exactly where they are on the website.

### Intuitive Navigation

For your website, Contractor will organize information by department, topic, and/or target users. This approach allows users to find information in the variety of ways that are most important to them. This is a solution we use on many of our government websites making it easy for visitors to find information. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

### Vision Content Management System™

For your project, Contractor will implement the non-proprietary, Microsoft ASP.NET and SQL based content management system, developed specifically for government agencies.

### Interactive Components and Features

In addition to the creative design, effective navigation, and easy to use Vision Content Management System™ Contractor will provide you with many different interactive components and features for managing special types of content.

The included interactive components are:

Site Administration and Security	
• Approval Cycle	• Intranet (Password Protected Areas)
• Archive Bin	• Link Library
• Audit Trail Log	• Multiple File and Image Uploading
• Automatic Content Archiving	• Role-Based Security
• Content Review and Publishing	• Submission Validation (reCAPTCHA)
• Component Manager	• Recycle Bin
• Content Scheduling	• Updated and Expired Content Reporting
• Document Central	• Web Traffic Statistics <sup>2</sup>
• Email Address Masking	• Workspace
• Image Library	

<sup>2</sup> Included with Vision Internet hosting.  
CityofBellContract - FINAL.doc

### Content Editing

- Advanced WYSIWYG Editor
- Paste from MS Word
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo

### Advanced Navigation Management

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Manager
- Link Redirect
- Navigation Control
- Page Linking
- Quick Links
- Single Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

### User Experience and Interactivity

- Business Directory
- Calendar System (Monthly, Weekly, Daily, and Yearly Views)
- Community Spotlight
- Dynamic Homepage
- Feedback Form
- Form and Survey Tool
- Frequently Asked Questions
- GovBlog
- Job Postings
- News and Newsletters
- RFP Postings
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- visionMobile™
- Weather Update

### Department Management

- Department-Level Administration
  - Calendar
  - FAQ
  - News
  - Photo Gallery
  - Staff Directory

- Department-Level Navigation
- Department-Level Sitemap
- Dynamic Department Homepages

#### OneClick Media and Social Networking

- Agenda and Minutes Manager
- Audio and Video Embedding
- Bookmark and Share
- e-Notification
- Emergency Homepage Alert
- Event Share
- Forward to a Friend
- Guest Book
- Integrated Twitter™ API
- OneClick Social Networking™
- Photo Gallery
- RSS FeedReader
- RSS Feeds<sup>3</sup>
- Video Streaming<sup>3</sup>

#### Accessibility

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer-Friendly Pages
- Table Accessibility Tools

### Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them. Our clients find that having the Approval Cycle allows website maintenance to be delegated while ensuring consistency throughout the site. This eliminates errors and the posting of inaccurate content.

Our Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. Unlike most content management systems available today which restrict you to only two-step workflows such as authoring and publishing, the Vision CMS is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary! As your work requirements change overtime, you will want the flexibility and scalability of the Vision CMS to customize your current and future approval process needs.

### Calendar System

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Calendar System allows

<sup>3</sup> Up to four meetings per month  
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staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Automatic archiving
- Integration with e-Notification component
- Ability to create and assign filtering categories to events
- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook, Google, and Yahoo calendars link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

NOTE: With the e-Notification component, calendar events may also be broadcast to subscribers via email.

#### **News and Newsletters**

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletters component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can also browse the archive by category. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

NOTE: News and Newsletters integrates with eNotification for broadcasting information to subscribers via email.

#### **e-Notification**

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in

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order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar, Job Postings, RFP Postings, and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

#### **Bookmark and Share**

The Bookmark and Share component is a Web 2.0 feature that helps you spread your content across the web. It makes it easy for website visitors to bookmark and share your content among their favorite social destinations on the web. This tool allows website visitors to share your content with popular social networking and news sites including Facebook, Twitter, Delicious, Digg, Reddit and MySpace.

#### **Business Directory**

One way to promote local businesses is the use of a Business Directory in the City's website. This supports local industry and businesses by increasing their ability to reach a national/international market while at the same time making residents more aware of them. When you list businesses on your website, their individual websites may receive higher placement in search engines because of your link to them.

The Business Directory is an interactive index of local businesses. Your staff can post a business's name, description, location, contact information, links to their sites, and, if available, a graphic (i.e. logo or photo). Users would then be able to browse an alphabetical listing of these businesses or filter the directory based upon categories you define.

#### **Component Manager**

The Component Manager allows your administrator to create dynamic and user-centric pages. Depending on the settings, content in the page can be automatically displayed and expired without any managerial time from the administrator. For example, the administrator can create a component page displaying events of a particular category and/or department. When an event has expired, it will automatically be placed in a past events view. In addition, for some components, there are multiple views to layout content to enhance users' usability experience. This feature gives you the flexibility to create dynamic content pages in most any area of your website.

#### **Community Spotlight**

Being able to draw attention to important information is a necessity on a local government website. With the Community Spotlight, your website can have a prominent area on the homepage that highlights community events, classes, announcements, business opportunities and other information that would be especially important to your residents. Your staff will be able to link Community Spotlight notices to webpages with additional details and change the highlighted item to reflect current community events.

#### **Connected Pages**

Content on your website may be relevant to different departments, and thus may need to appear in

different navigation areas throughout the site. Connected Pages, unique to Vision Internet, allows you to create multiple instances of any web page and place them in different areas of the website. Changes made to any instance of a Connected Page are reflected immediately across all other instances, saving your staff precious time and eliminating duplication of effort, while keeping information on the website consistent and easy to find.

### **Content Scheduling**

Content Scheduling saves time and money. It allows all standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system. The Content Scheduling feature is handy for seasonal and time-sensitive content, and gives you the ability to have updates occur to the site automatically when you are away from the office.

### **Department Management**

Key components on your website, including the dynamic Calendar System, News and Newsletters, Frequently Asked Questions, and Job Postings, are setup to allow end-users to filter through content by department. Additionally, your departments can choose to display their department-specific items on their own custom pages. For example the Parks and Recreation department can have their own events on their own calendar.

To provide consistency throughout the site, these department settings are managed in one-central location similar to the Component Category Manager. The Department Manager allows your website administrator to add unlimited departments, rename existing department names, and delete any unused departments from the list. Any change made from this component will automatically be reflected on all department functions throughout the website. Instead of limiting you to a certain number of department entries, this component empowers you with UNLIMITED potential as you maintain your website now and in the future.

### **Emergency Homepage Alert**

In the case of an emergency, it is extremely important for cities to reach out to residents in the most efficient way possible. By doing so, potentially life saving information reaches those who need it most. Notifying the City's website users is simple with the Emergency Homepage Alert. The notice is easily customized and can be prepared in advance with common evacuation or shelter information. The Emergency Homepage Alert would prominently cover the main area of the homepage so users would not miss it.

### **Form/Survey Tool**

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used to develop online forms for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating many paper forms the City uses, including service requests.

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can

display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

Along with the ability to create your own online forms, we will also include a set of 12 form templates. You can customize these forms to be used for employment applications, service requests, business license applications, gathering feedback, submitting events to the website's online calendar, and satisfaction surveys. Additionally, your staff can customize these forms for more specific functions.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

#### **Forward to a Friend**

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can easily forward a page of interest to a coworker, friend or colleague. Additionally, the interactive components will automatically have a link for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This component empowers your online visitors to share information from your website that they find particularly useful.

#### **Frequently Asked Questions**

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

#### **Image Library**

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several components that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

### **Integrated Twitter™ API**

Utilizing Vision Internet's built-in social networking components, your staff will be able to connect with residents like never before. The Vision Content Management System now includes integrated Twitter™ API at no additional charge, which allows your staff to send Twitter™ messages through the system. Community members subscribed to Twitter™ can instantly receive these messages via cell phone text messages, email and RSS feeds. This is a useful way to get information out to residents quickly - your staff can use the Twitter system to send out critical alerts, emergency notifications, news and event updates, and more. The Twitter™ system can also be used for officials to send "micro-blogs," keeping them in touch with target constituents.

### **Job Postings**

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings component makes posting jobs a snap. Your HR staff fills out a simple form with fields such as position, department, salary, and benefits. Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

NOTE: With the e-Notification component, job postings may also be broadcast to subscribers via email.

### **Multilingual Translation**

It is important to reach non-English speaking residents; they are a major audience that may require your services. As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website.

We will provide links at the top of your homepage that allow for easy navigation between the different language sites. We are one of very few vendors that have specific experience developing foreign language websites. We have created websites in Spanish, Chinese, Haitian Creole, and Danish.

NOTE: Please note that without multilingual support components, you can still add your non-English content directly into the Vision Content Management System. This can simply be treated as a department. While the graphics would not be changed in the navigation and headers, the alternate language text could be added directly by your staff. This approach is beneficial when you only need a few non-English pages.

### **Photo Gallery**

Nothing spices up a website like pictures. With our Photo Gallery component, your website visitors can browse through images of your beautiful city and its exciting events. Users can view photo albums defined by your staff, and either look at images via thumbnails or a slide show. Simply upload the image from the Image Library to the new album and add a caption; thumbnails are created and added to pages based upon the predefined template. To make it easier for website users to find photo albums of

particular events, the Photo Gallery may be viewed as either a thumbnail display or as a Flash view listing.

### **RFP Postings**

To make future Requests for Proposals simpler, easier to manage, and more cost effective, the website can include an RFP Postings where they can be posted along with amendments and updates.

Potential vendors can download RFPs in a PDF format. Because RFPs are time sensitive, you can schedule when the RFP posting would be live on the website and when it would be removed, thus ensuring your website is kept up-to-date with minimal staff time required. Additionally the RFP Postings can be integrated with our e-Notification system to alert users by email.

### **Rotating Homepage Banners**

Rotating Homepage Banners is a great way for you to mix up the design on your site, and ensure that your homepage always looks fresh and inviting. You can easily change the images at any time, and each rotating image can be set to link to a different page on the site, allowing you to use the banner area to highlight special features, events and services. This makes it a great marketing tool for your City!

### **RSS FeedReader**

In contrast to our RSS Feeds feature, which allows users to syndicate content from your website to their readers such as My Yahoo, iGoogle, My MSN etc., the RSS FeedReader allows you to syndicate content from other websites into your website. Syndicated content can vary and be selected by you to include feeds about your overall organization or individual departments, making your website more comprehensive and up-to-date.

### **RSS Feeds**

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

### **Service Directory**

Key to serving your community is making it easy for them to find the services they need. While we generally recommend organizing information by topic or service in addition to by department and target audience, the interactive Service Directory allows users to filter or search a list of services by category, department, and keyword, thus simplifying the entire process.

For each service in the directory, you can provide a title and description plus associate the service with contacts in the Staff Directory.

### **Staff Directory**

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and

accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

#### **Updated and Expired Content Reporting**

This handy administrative feature provides website administrators a snapshot of website activities. An initial search can display expired content, created or updated content, then can be further filtered by content type or by department. Need to quickly find out what section of your website hasn't been updated for a while? Curious to see which department has been most actively creating new content? The Updated and Expired Content Manager makes website oversight easy!

#### **Weather Update**

Weather information is often important to visitors of government websites. By offering the local weather on your own site, your online users will come into the habit of regularly visiting it and thus become more familiar with the City and all that you have to offer them. For your website, we will implement NOAA or Yahoo weather at no charge.

#### **Workspace**

Tired of constantly checking the content management system for content changes needing approval? Built especially to help manage the content publishing process, the Workspace feature provides a central location for website administrators to review pending content changes for your website before they are published. This view is customized to show only the content relevant to you that is ready for publishing approval. You can filter items by content type, review the changes, and approve multiple items – all with this one great feature!

#### **Intranet (Password Protected Areas)**

Contractor will implement an Intranet where restricted content is integrated into the main city website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website.

When implementing the Intranet, you may want to have different levels of information access. With our Intranet tool, you can define an unlimited number of groups such as designated staff, executive management, and elected officials. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Intranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The basic Intranet tool includes functionality to restrict viewing pages in the navigation of the website. Additionally, the tool offers the ability to restrict viewing content in the News and Newsletters, Calendar, GovBlog, and Staff Directory components. An additional fee applies for implementing Intranet functionality within other interactive components.

#### **OneClick Social Networking™**

The innovative OneClick Social Networking™ component will allow your staff to post content to your

website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.

Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News and Newsletters, and RFP Postings components.

#### **visionMobile™**

visionMobile™ dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

In order to implement visionMobile™, Vision Internet will do the following:

- Vision Internet will create a design for the mobile interface.
- Vision Internet will modify the existing website code to add the ability for the site to detect when a user is visiting from a smart phone and send them to the new mobile format.
- visionMobile™ will be compatible with iPhone OS Safari 4, Android Chrome 4, Windows Mobile OS IE 6, BlackBerry Browser 4.5 and 5.0, Opera Mini 4 and 5, and Palm webOS.
- visionMobile™ may not be compatible with previous or future versions.

#### **Integrated Web 2.0/Gov 2.0**

Internet technology is always evolving, and Vision Internet believes it is important for government websites to take advantage of new technologies to enable their audiences to get the information they want, when they want it, and on the device they prefer. Vision Internet's content management system includes many Web 2.0/Gov 2.0 features built right in. These helpful and handy features include RSS feeds, Twitter API, "Bookmark & Share" links, and more. Also available are advanced tools like optional OneClick Social Networking™ which allows you to post content to your website and social networking sites with one click. We can also implement blogs, message boards, and integrate virtually any third party system you may want to include in your site. The flexibility and extendibility of the Vision Content Management System™ assures that it can easily adapt to new technologies that continue to emerge in the future.

#### **Integration of Third-Party Components and Databases**

Today, there are many advanced components for such functions as:

- eCommerce/Financial Transactions
- GIS Mapping

- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video
- Others

Our content management system can easily work with these third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Wilsonville, OR; Rancho Cordova, CA; and many others.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; crime statistics from California state databases for the City of Citrus Heights, CA; Contractor information from city databases for City of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

### **The Vision Process**

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. The Vision Process is explained in the sections below.

The six stages of the Vision Process are explained in the sections below:

#### **Stage 1: Vision Stage**

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage emphasizes the objectives of the website and how it supports your overall organizational goals. This vision then guides each subsequent step in the process.

To create this vision, we will:

- Prepare and review a survey document which will focus on goals and objectives.
- Lead an onsite brainstorming and planning session where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future.
- Review your existing website and those of similar cities.

- Study examples of other websites you like.
- Review project goals and timeline.
- Collect content and materials for the new website.

The heart of this stage is defining the vision for the project, setting goals, and timeline to ensure the project's success.

### Stage 2: Concept Stage

In the Concept Stage we realize the vision through:

- Creation of the information architecture which supports easy access to information.
- Defining the navigation strategy.
- Review and recommendation of interactive components and features to ensure streamlined navigation through special types of content.
- Creation of a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account your current needs plus allow for future expansion and growth.
- Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will conclude with your satisfaction and approval of the homepage layout wireframe.

### Stage 3: Design Stage

In the Design Stage our team continues with the graphic design for your homepage. Our creative ability and expertise allows us to develop a compelling graphic design while maintaining its usability. We work closely with your staff to establish a look and feel that reflects your community. Our world-class designers take the time to create a truly professional design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create a stunning, harmonious design. As part of our process we will create a preliminary design concept for the city's review. We will provide necessary revisions until you are completely satisfied. The Design Stage will conclude with your satisfaction and approval of the homepage design comp.

### Stage 4: Development Stage

During the Development Stage the process continues as we create the interior page design then program the website. Development includes implementation of the Vision Content Management System™ and integration of the interactive components and features. Quality is ensured by our extensive experience, testing, and the proven Vision CMSTM. Included in the scope of your project is the content migration of up to 100 pages into the new website. We can provide guidance on the best practices for web content writing and will train your staff on the best approach for migrating additional content. Alternatively, at your request we can provide a price quote to migrate additional pages.

Migration is not a simple cut-and-paste process. As part of our migration service, we review the formatting and layout of each page, reformat it using the new site's design styles, and lay it out in a way that conforms to industry best practices for impact and readability.

#### **Stage 5: Quality Assurance, Documentation, and Training Stage**

While quality assurance is an integral part of every stage of the project, in the Quality Assurance, Documentation, and Training Stage we:

- Perform extensive functional testing.
- Review content.
- Create a custom training manual that incorporates actual screenshots of your site.
- Provide administrator and content editor training.

For your project we will provide a one day onsite training consisting of two sessions; one for your staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.

Note that the custom training manual incorporates screenshots from your website, making it easy for staff to understand and use. It is an excellent reference for new staff to use as well.

#### **Stage 6: Launch Stage**

In the Launch Stage, the website is moved to the production server. Our launch process includes the installation of necessary software, making configuration changes, and transferring code and content. Once transferred, we again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon your final approval.