# City Council Agenda

Regular Meeting

**Wednesday, July 13, 2011**
**6:00 PM Closed Session**
**7:00 PM Open Session**

Bell Council Chambers
6330 Pine Avenue

Ali Saleh
**Mayor**

Danny Harber
**Vice Mayor**

Violeta Alvarez
**Council Member**

Ana Maria Quintana
**Council Member**

Nestor E. Valencia
**Council Member**

# Welcome to the City Council Meeting

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

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

## City Council Organization

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

## Addressing the City Council

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

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

## Compliance with Americans with Disabilities Act

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

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

*July 13, 2011*
*Closed Session-6:00 P.M.*
*Open Session-7:00 PM*

*City Council Chambers*
*6330 Pine Avenue*

## *I. Call to Order*

**1.01** Pledge of Allegiance to the Flag.

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

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

## *II. Communications From The Public on Closed Session Items*

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

## *III. Closed Session*

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

**3.01** PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: City Attorney

**3.02** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation
(Bell Community Housing Authority)
(Government Code Section 54956.9(c))
(One (1) potential case)

**3.03** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation
(Government Code Section 54956.9(c))
(Three (3) potential cases)

**3.04** CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation
(Government Code Section 54956.9(b))
(Two (2) potential cases)

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

**3.06** CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Government Code Section 54956.9(a))
People of the State of California v. Manuel Lopez, Los Angeles County Superior Court Case No. 1SE05126

## *IV. Communications From The Public on Agenda Items Only*

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

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

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

## *V. Public Hearing of the Planning Commission*

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

**5.01** Consideration of Conditional Use Permit No. 2010-03 to Allow the On-Site Sale of Beer and Wine for On-Site Consumption in Conjunction with an Existing Bona Fide Eating Place; Location: 4030 Gage Avenue, Bell, Ca 90201; Las Casita Mexican Restaurant. 1-24

***Recommendation: After receiving public testimony and closing the Public Hearing, approve the Conditional use permit.***

## *VI. Council Business*

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

**6.01** Consideration of Bell City Council Special Minutes dated June 3, 2011 and Bell City Council Special Minutes dated June 6, 2011. 25-34

***Recommendation: Approve the minutes.***

**6.02** Consideration of Service Agreement with City of Inglewood for Parking Citation Processing. 35-54

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

**6.03** Consideration of Professional Services Agreement with RSCC Engineering, for Interim City Engineering Services effective until July 31, 2011. Direct the Interim Chief Administrative Officer to Prepare and Issue a Request for Proposal for Engineering Services. 55-70

***Recommendation: Authorize the Interim Chief Administrative Officer to execute a professional services agreement with RSCC Engineering, Inc. for engineering services, effective until July 31, 2011 upon approval as to form by the Interim City Attorney and Direct the Interim Chief Administrative Officer to Prepare and Issue a Request for Proposal for Engineering Services.***

**6.04** Update on Financial Reporting Independent Review & Retention Specialized Consultants for the Budget & CAFR Preparation. Consideration of agreements for service: 71-121

a. Dave Bass
b. IntelliBridge Partners

***Recommendation: Approve the agreement with Dave Bass and IntelliBridge Partners.***

**6.05** Consideration of Novation Agreement. 122-130

***Recommendation: To Take insurance over for bonds.***

**6.06** Consideration of Treasurer's Quarterly report ending March 31, 2011. 131-137

***Recommendation: Approve the report.***

**6.07** Consideration of Contract for City Attorney Services with Aleshire & Wynder, LLP. 138-171

***Recommendation: Staff seeks direction from City Council.***

**6.08** Consideration of Para-transit services. 172-191

***Recommendation: Staff seeks direction from City Council.***

**6.09** Consideration of General Maintenance Services Agreement with Medina Construction, for Public Works Maintenance Services effective until August 30, 2011. Direct the Interim Chief Administrative Officer to Prepare and Issue a Request for Proposal for Public Works Maintenance Services. 192-201

***Recommendation: Authorize the Mayor to execute a general maintenance services agreement with Medina Construction for public works maintenance services, effective until August 30, 2011 upon approval as to form by the Interim City Attorney and Direct the Interim Chief Administrative Officer to prepare and issue a Request for Proposal for Public Works Maintenance Services.***

**6.10** Consideration and Rejection of claim of Richard Fisher Associates. 202

***Recommendation: Reject the claim of Richard Fisher Associates.***

**6.11** Consideration of Warrants Dated June 22-July 13, 2011 and Reconsideration of Warrant Nos. 47717, 47870, 47967, 47969, and 47973. 203-219

***Recommendation: Approve the warrants.***

**6.12** Consideration of Wire Payments from July 2010 & May 2011. 220-224

***Recommendation: Approve the Wires.***

## *VII. Community Redevelopment Agency*

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

**7.01** Consideration of warrants dated June 22-July 13, 2011 and Reconsideration of Warrant No. 5460. 225-228

***Recommendation: Approve the warrants.***

**7.02** Identification of items for next Community Redevelopment Agency Meeting.

## *VIII. Community Housing Authority*

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

**8.01** Consideration of warrants dated June 22-July 13, 2011. 229-234

***Recommendation: Approve the warrants.***

**8.02** Identification of Items for next Community Housing Authority.

## *IX. Communications From The Public*

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

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

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

### *X. Interim Chief Administrative Officer's Report*

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

### *XI. Mayor and City Council Communications*

**Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on meetings, seminars and conferences attended by the Mayor and City Councilmembers.**

### *XII. Identification of Items for Next City Council Meeting.*

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

### *XIII. Adjournment*

**Next Regular Meeting, Wednesday, July 27, 2011 at 7:00 P.M.**

I, Rebecca Valdez, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on July 8, 2011, Seventy-Two (72) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

# City of Bell
# Agenda Report

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DATE: July 13, 2011

TO: Honorable Chair and Planning Commission Members

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Carlos M. Chacon, Assistant City Planner

SUBJECT: CONSIDERATION OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT NO 2010-03 TO ALLOW AN ALCOHOLIC BEVERAGE CONTROL TYPE 41 (ON-SALE BEER AND WINE FOR A BONA FIDE EATING PLACE) LICENSE FOR AN EXISTING EATING ESTABLISHMENT (LA CASITA MEXICANA RESTAURANT), LOCATED AT 4030 GAGE AVENUE IN BELL CA.

## RECOMMENDATION

Staff recommends that the application be reviewed, the public hearing be opened, and that the Planning Commission Adopt Planning Commission Resolution No. PC 2011-25 entitled:

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL APPROVING CONDITIONAL USE PERMIT NO. 2010-03 TO ALLOW AN ALCOHOLIC BEVERAGE CONTROL TYPE 41 (ON-SALE BEER AND WINE FOR A BONA FIDE EATING PLACE) LICENSE FOR AN EXISTING EATING ESTABLISHMENT (LA CASITA MEXICANA RESTAURANT), LOCATED AT 4030 GAGE AVENUE IN BELL CA.**

## SUMMARY

The applicant, La Casita Mexicana Inc. (sometimes referred to herein as "restaurant" or "applicant") is requesting that the City of Bell Planning Commission consider a request for Conditional Use Permit (CUP 2010-03 to permit Alcoholic Beverage Control Type 41 (On-Sale Beer and Wine - Eating Place) License for the sale of beer and wine for on-site consumption in conjunction with a bona fide eating place pursuant to Bell Municipal Code, Chapter 17.96.030.

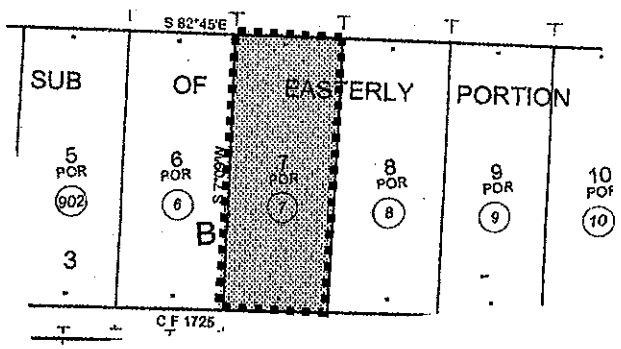
## BACKGROUND

La Casita Mexicana Restaurant, an established Mexican-style restaurant, has been operating at the site since February 1998. The current owners, Jaime Martin Del Campo and Ramiro Arvizu, acquired La Casita Mexicana Restaurant February 10, 1998. The owners of the restaurant would like to provide service for its patrons for the on-site sale of beer and wine for on-site consumption in conjunction with the restaurant use.

## DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property is located on the south side of Gage Avenue west of Gifford Avenue and east of Corona Avenue. The property consists of a 6,500 square foot parcel with approximately 50 linear feet of street frontage along Gage Avenue. The property is currently developed with a 3,500 square foot commercial building. The building has 3 separate units, two of which La Casita Mexicana leases and operates the Mexican Restaurant and the other as La Tiendita Mexicana, a gift shop selling items associated with the Restaurant's cuisine and souvenirs from Mexico. The two units that are leased by La Casita Mexicana are separated by third unit of the building that is currently occupied by Bertha's Hair Salon. The owners have expressed an interest in acquiring the lease as a potential expansion point for the restaurant in the future.

### LA COUNTY ASSESOR'S PARCEL MAP




### AERIAL PHOTO

**SURROUNDING LAND USES**

| Direction | Land Use Designation | Use |
|---|---|---|
| North | C-3R | Commercial Mixed Use |
| South | R-3 | High Density Multi Family Residential |
| East | C-3R | Commercial Mixed Use |
| West | C-3R | Commercial Mixed Use |

**LAND USE STATISTICS**

| | |
|---|---|
| Total Lot Area (square feet) | 6,500 sq. ft. |
| Building Area (square feet) | 3,500 sq. ft. |
| Area of Restaurant | 868 sq. ft. |
| Total Number Parking Spaces Required for Restaurant Use | 8 spaces |
| Total Number of Parking Spaces Existing | 8+1HC=<br>9 spaces |

## GENERAL PLAN CONSISTENCY

The City's General Plan Land Use Element designates the subject property for Commercial use. The proposed use would be consistent with the General Plan and does not conflict with the established goals and objectives of the Land Use Element, which state that restaurants are a permitted use in the C-3R zone. The subject property is located within the C-3R zone. Pursuant to Section 17.96.030 (2) (a) of the Bell Municipal Code, any bona fide restaurant may serve alcoholic beverages, for on premises consumption only with a valid Conditional Use Permit.

## PUBLIC CONVENIENCE OR NECESSITY

Pursuant to sections 23958 and 23958.4 of Business and Professions Code the Department of Alcoholic Beverage Control will not issue an alcoholic beverage license

to a restaurant located in an area of "undue concentration" unless the local government entity first makes a finding of "Public Convenience or Necessity" for the sale of alcoholic beverages at that location.

The project is located within Census Tract 5336.02, which the Department of Alcoholic Beverage Control has determined, based on Census Tract population information, to allow up to six (6) on-sales type Department of Alcoholic Beverage Control (ABC) Licenses. According to ABC records, as of June 2011, there are two (2) existing licenses within the Census Tract 5336.02. Therefore, ABC will not require the local government to issue a Public Convenience or Necessity finding in order to issue the new license.

## CRIME STATISTICS

Staff conducted a study to determine the local crime statistics for the subject location. The study showed negligible amount of crime for the location In the last 3 years, the study showed there has been only three incidents at 4030 Gage Avenue. Specifically, a fight that was reported in July 2009, a vehicle theft was reported in May 2009, and a hit and run was reported in front of the business in March 2011.

## CERTIFICATE OF OCCUPANCY AND BUSINESS LICENSE

The City has issued certificates of occupancy for the present restaurant use. The current business owners have a current business license issued by the City.

## BUILDING AND SAFETY/CODE VIOLATIONS

There were no outstanding building permits or code violations identified during the review process.

## ARCHITECTURAL REVIEW

The structure on the subject property is a pre-existing commercial building with access being provided by an existing parking lot at the rear of the property on Gage Avenue. There will be no additions and/or modifications made to the restaurant.

## PUBLIC NOTICE

In conformance with applicable law, staff sent out notices to all the surrounding property owners within 500 feet of the project location. A total of 115 owners were notified of the proposed application and project proposal. Also, the notice was posted at three specific sites in the City, and was published on June 30, 2011 in a newspaper of general circulation which is adjudicated in the City for public notice.

## ENVIRONMENTAL REVIEW

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

## FINDINGS OF FACT

The Applicant has submitted responses to the required findings pursuant to Chapter 17.96.040 of the Bell Zoning Code. Staff notes that the following circumstances are applicable to the subject site:

1. The site for the proposed use is adequate in size, shape and topography to accommodate the proposed use. The proposed site plan requires no modifications to the current layout of existing restaurant to accommodate the on-site service of beer and wine in the restaurant. The approval of the use will not result in any changes within the business other than to offer an additional service of beer or wine for on-site consumption to patrons who choose to dine at the facility.

2. The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is a major arterial street that can handle the current and future generated traffic for this existing facility.

3. The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Gage Avenue. The proposed sale of beer and wine for on-site consumption will not adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar commercial uses, two of which also serve beer and wine in conjunction to their existing bona fide eating establishments.

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

## CONDITIONS OF APPROVAL

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

1. The property shall be maintained in accordance with:

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

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

    C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2010-03.

2. La Casita Mexicana Inc. is the sole holder of this entitlement;

3. La Casita Mexicana Inc. shall obtain and hold a type 41 Alcoholic Beverage Control license that will allow the restaurant to serve alcohol for on-site consumption in conjunction with a bona fide eating establishment only with a valid conditional use permit (CUP No. 2010-03);

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

5. Pursuant to Bell Municipal Code Section 17.96.030 (2)(a)(i), La Casita Mexicana Restaurant's total yearly alcohol sales shall make up no more than twenty (20) percent of the restaurant's total yearly gross combined food and alcohol sales;

6. Prior to March 1 of each year the restaurant shall submit to the City's director of development services yearly financial statements for the prior calendar year, demonstrating compliance with Chapter 17.96, Article II, subsection 17.96.030 (2)(a)(i) along with a fee to be established by the City, to pay for processing of said financial statements;

7. Notwithstanding submittal of a financial statement as provided in Condition No. 6, if in the opinion of the director of development services or his designee a financial audit of the restaurant is necessary to determine compliance under Condition No. 5, La Casita Mexicana Restaurant must pay the entire reasonable

cost for such audit with the auditor to be selected by the director of development services or his or her designee;

8. The chief of police has the power to determine if a continuing police problem exists at the restaurant and if he or she determines such, he or she may require that the restaurant pay the actual and reasonable cost for police services used and/or may require the presence of a police-approved doorman and/or security personnel;

9. Any violation of any of the conditions of approval may subject the Conditional Use Permit to the revocation procedures established by Bell Municipal Code Section 17.96.170. Upon recommendation of the director, the body which originally granted the Conditional Use Permit shall conduct a noticed public hearing to determine whether such permit should be revoked;

10. Any increase in the use permitted as a part of this Conditional Use Permit shall be cause to review the Conditional Use Permit pursuant to the modification procedures in Bell Municipal Code Section 17.96.190;

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

12. No motor vehicles, commercial or otherwise, shall be parked on the property except in marked parking spaces;

13. All exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times,

14. The applicant guarantees that there will be no deviation from the approved minimum number of parking spaces, including reserved parking, compact parking, loading spaces, car and vanpool parking and any other ancillary forms of parking provided;

15. The applicant agrees to maintain proper security lighting on the exterior of the property and the parking area to protect patrons and their vehicles from vandals and other types of crime. Prior to the installation of any new exterior lighting, a lighting plan shall be submitted for review and approval by the City's Police Chief and the Planning and Building Department. Any new and existing exterior lighting shall be fully shielded;

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

17. There shall be no public telephones located on the property except within an enclosed building. The term "building," as used herein, shall not include telephone booths;

18. All trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures and shall be located in a manner that will not impede vehicular motion on the property;

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

20. The on-site sale and consumption of beer and wine shall be sold only in conjunction with food service;

21. Any person serving food shall meet the age requirements as set forth in State law regarding on-site sale of alcohol in conjunction with sale of food;

22. The on-site sale and consumption of beer and wine permitted by this Conditional Use Permit No. 2010-03 shall be in accordance with the applicant's license (as the same may be conditioned) from the California State Alcohol Beverage Control Board (the "ABC License"). Pursuant to Business and Professions Code Sections 23800-23805, the ABC may impose reasonable conditions on the issuance of the ABC License and may cover conditions such as, but not limited to, restrictions as to the hours of sale, display of signs, and employment of designated persons;

23. Copies of the ABC License and certifications shall be maintained on file with the City of Bell in perpetuity;

24. The applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed by the granting of this Conditional Use Permit;

25. The applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office; and

26. The applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit.

Attachments

Exhibits: "A" – Conditional Use Permit Application
"B" – Environmental Notice of Exemption
"C" – Floor Plan
"D" – Radius Map

1670305.1

THE CITY OF BELL

6330 Pine Avenue
Bell, CA 90201-1291
(213) 588-6211
Fax: (213) 771-9473

# CONDITIONAL USE PERMIT APPLICATION

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

CUP 200-03

PLANNING COMMISSION,
CITY OF BELL, CALIFORNIA

The applicant (s) LA CASITA MEXICANA INC.
is/are LEASING
(State whether owner, lessee, purchaser, or agent for any of the foregoing. If applicant is the agent for any of the foregoing, written authorization must be attached, together with a copy of the contract to purchase where appropriate.)

of the property situated at 4030 EAST GAGE AVE. (street address)
between CORONA ST. (street) and Gifford ST. (street)
exact legal description of the said property being _____

(take legal description from deed or policy of title insurance)

A. Above described property was acquired by applicant on 02/10/1998 (month, day, year)

B. What original deed restrictions concerning type of improvements permitted, if any, were placed on the property involved? Give date said restrictions expire. NONE

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

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

1. PROPOSED USE: SALE OF BEER AND WINE

2. PRESENT ZONING: C3-R

3. NATURE OF BUSINESS: SALE OF BEER AND WINE (RESTAURANT)

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

CITY OF BELL
PLANNING COMMISSION

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

I. THAT THE SITE FOR THIS PROPOSED USE IS ADEQUATE IN SIZE AND SHAPE AND TOPOGRAPHY: (EXPLAIN) THIS IS AN EXISTING RESTAURANT AND SIZE AND SHAPE IT IS ADEQUATED FOR THE PERMITE REQUIRED

II. THAT THE SITE HAS SUFFICIENT ACCESS TO STREET AND HIGHWAYS, ADEQUATE IN WIDTH AND PAVEMENT TYPE TO CARRY THE QUANTITY AND QUALITY OF TRAFFIC GENERATED BY THE PROPOSED USE: (EXPLAIN) IT IS AN EXISTING RESTAURANT AND HAS ACCESS TO OWN PARKING AND WILL NOT AFFECT THE QUALITY OF TRAFFIC GENERATED FOR THIS PURPOSE

III. THAT THE PROPOSED USE WILL NOT HAVE AN ADVERSE EFFECT UPON ADJACENT PROPERTIES: (EXPLAIN) IT IS AN EXISTING RESTAURANT AND WILL NOT AFFECT ANY ADJACENT PROPERTIES, MANY OF OUR RETURN CUSTOMER HAVE BEEN ASKING FOR THIS TYPE OF BEVERAGE REQUESTED ON THIS PERMIT

OWNER'S AFFIDAVIT

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

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

Signed

7632 DE PALMA ST. DOWNEY CA. 90241
Mailing Address

Phone Number 562-928-2911

DOWNEY, CA. 90241
City State Zip

Subscribed and sworn to before me this 6th day of July, 2010

See attached Jurat.
Notary Public

Petitioner not to write in this space

This is to certify that the foregoing petition has been inspected by me and was filed with the office of the City Clerk in accordance with provisions of Part 5, ordinance No. 707, City of Bell.

Filed _____, _____

Fee $ _____

Receipt No. _____

Case No. _____

By _____

Date of Hearing _____

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 | Signature of Document Signer No. 2 (if any)

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 5th (Date) day of July (Month), 20 10 (Year), by

(1) James F. Lau (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ✓

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature: Estrella Rodriguez (Signature of Notary Public)

ESTRELLA RODRIGUEZ
Commission # 1762564
Notary Public - California
Los Angeles County
My Comm. Expires Jun 26, 2011

Place Notary Seal Above

## OPTIONAL

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

**Further Description of Any Attached Document**

Title or Type of Document: Owner's Affidavit

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

| RIGHT THUMBPRINT OF SIGNER #1 | RIGHT THUMBPRINT OF SIGNER #2 |
|---|---|
| Top of thumb here | Top of thumb here |

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

# NOTICE OF EXEMPTION

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

[X] **County Clerk**
**County of Los Angeles**
**12400 Imperial Highway**
**Norwalk, CA 90650**

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

**PROJECT TITLE:** CUP 2010-03

**PROJECT LOCATION - Specific:** 4030 Gage Ave

**PROJECT LOCATION – City:** Bell, CA 90201

**PROJECT LOCATION – County:** Los Angeles County

**DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:**
Project proposes to allow the sale of beer and wine for on-site consumption in conjunction with an existing bona fide eating place.

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

**EXEMPT STATUS: (Check one)**

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

**REASONS WHY THE PROJECT EXEMPT:**
The project, as proposed involves negligible or no expansion of an existing restaurant use. The entitlement permit will only allow the existing restaurant to serve beer and wine in conjunction with the existing bona fide eating place.

**LEAD AGENCY CONTACT PERSON:** Carlos M. Chacon (323) 588-6211
**IF FILED BY APPLICANT:**

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

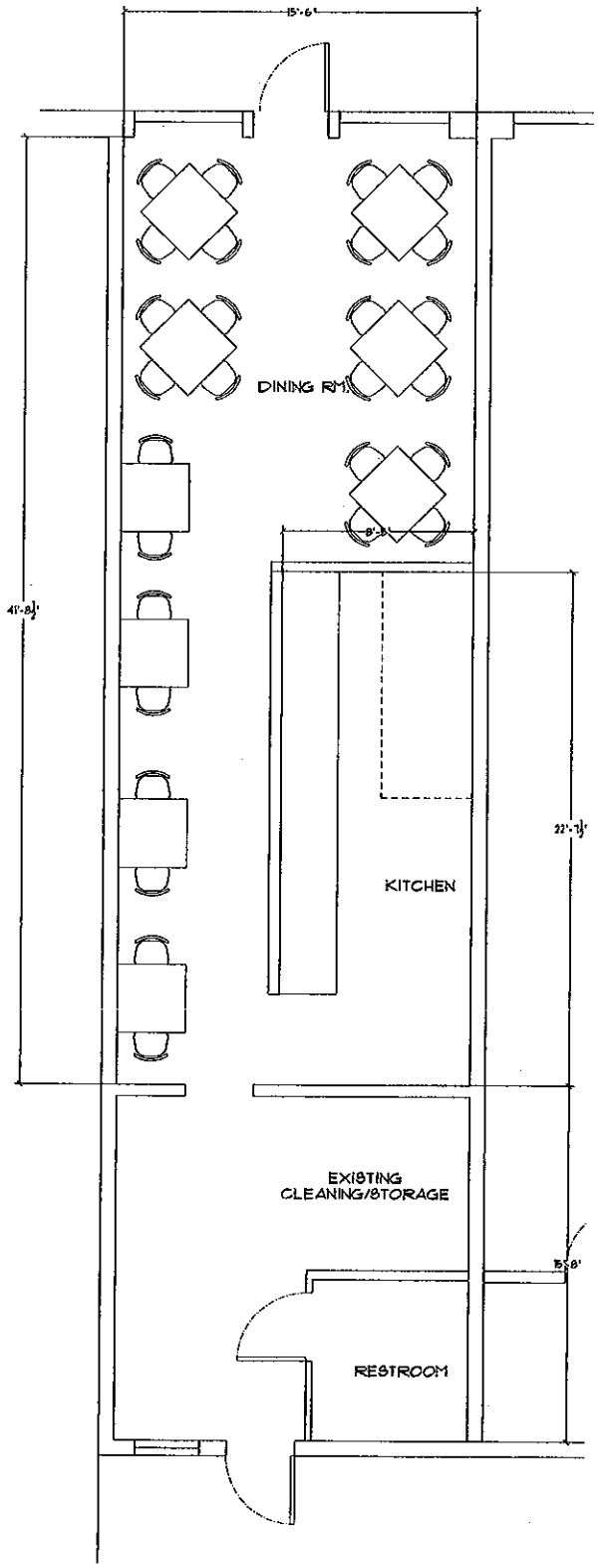
**YES** [x] **NO** [ ]

**SIGNATURE:** _____
**DATE:** 6/10/11
**TITLE:** ASSISTANT CITY PLANNER

[x] **Signed By Lead Agency**

**Date Received for filing at OPR:** _____

[ ] **Signed By Applicant**


15'-6"
DINING RM.
8'-8"
41'-8½"
22'-7½"
KITCHEN
EXISTING
CLEANING/STORAGE
15'-8"
RESTROOM

# CITY OF BELL

| | APN | Owner |
|---|---|---|
| 1 | 6317-031-011, 014 | DIAZ ABEL S & MARINA |
| 1 | 6317-031-012, 013 | ABRAHAM MARY |
| 1 | 6317-031-015 | DRURE PATRICIA |
| 1 | 6317-031-016 | CHADOWAY R & MARY M |
| 1 | 6317-031-017 | CHADY SANDRA F & DAVID W |
| 1 | 6317-031-018 | VINES ANGEL |
| 1 | 6317-032-015 | PEREZ MIGUEL |
| 1 | 6317-032-016 | HERNANDEZ JORGE & ROSA |
| 1 | 6317-033-019 | TEPAZ JOSE S & MARIA D |
| 1 | 6317-033-011 | MOLLERO MANUELA |
| 1 | 6317-033-012 | GUTIERREZ JUAN |
| 1 | 6317-033-013 | VALLESANTAS JUAN |
| 1 | 6317-033-018 | TEPAZ CHARON |
| 1 | 6317-033-017 | PEÑA MANUEL & GLORIA |
| 1 | 6317-033-020 | FIRST BAPTIST CHURCH OF BELL |
| 1 | 6323-002-001, 002 | DAVIAS JAMES & DEMETRA |
| 1 | 6323-001-003 | WILSON PRIVATE MINORITY TRUST |
| 1 | 6323-001-006 | ALONZO ROBERTO JR |
| 1 | 6323-001-007 | LAU JAMES P & ELAINE P |
| 1 | 6323-003-001 | MOURA PEDRO & MARIEL |
| 1 | 6323-003-009, 011, 012 | VALLESANTAS DAVID |
| 1 | 6323-002-019 | BELL INVESTMENT PROPERTIES LLC |
| 1 | 6323-002-015 | CALIFORNIA YEARLY MEETING OF FRIENDS CHURCH |
| 1 | 6323-002-011, 015 | CAMANO JUAN & MARIA |
| 1 | 6323-002-016 | SILVA HECTOR & BLANCA |
| 1 | 6323-002-017 | REBEAU, MARIANITO & SERAFINA |
| 1 | 6323-002-020 | ESPINOZA GERARDO |
| 1 | 6323-002-011 | HAYA JOSE & JOSEFINA R |
| 1 | 6323-002-022 | CANTI JACK L & DORENE J |
| 1 | 6323-002-023 | LA GLORIA DE DIOS EDICULO E |
| 1 | 6323-002-024 | CONCILIO EVANGELICO |
| 1 | 6323-001-025 | AGUILAR MIGUEL A |
| 1 | 6323-002-026 | CASTELLANOS EUSEBIO & REBECA |
| 1 | 6323-002-027 | GUTIERREZ JOSE L & SALVA P |
| 1 | 6323-002-028 | CROSS ROADS TO HOLINESS CHURCH |
| 1 | 6323-002-029 | CALIFORNIA CU |
| 1 | 6323-002-030 | ALVAREZ JOSHUA & ALMA |
| 1 | 6323-002-031, 032 | POSTIGO CHARLES A |

| | APN | Owner |
|---|---|---|
| 11 | 6323-002-000 | BELL CITY S SYS |
| 11 | 6323-003-001, 002 | COMMUNITY REDEVELOPMENT AGENCY OF BELL CITY |
| 11 | 6323-003-003 | VALENZUELA GENARO & TERESA |
| 11 | 6323-003-002 | CORDOVA OSCAR J |
| 11 | 6323-003-003 | AGUAS MIGUEL A |
| 11 | 6323-003-004 | PALMA FIDEL F |
| 11 | 6323-003-010 | HERRERA RAMON & MARIELA |
| 11 | 6323-003-011 | RODRIGUEZ RAMOS |
| 11 | 6323-003-012 | MARCIO JORGE & CARMEN |
| 11 | 6323-003-013 | ENDOO ADAM P |
| 11 | 6323-003-014 | FLETCHER JACAN L |
| 11 | 6323-003-003 | COLLAZO AGUSTIN & MARIA E |
| 11 | 6323-003-015 | PEREZ MANUEL & MARY |
| | 6323-003-017 | SALE AS IS |
| 11 | 6317-030-101, 010 | GAGE AVENUE PROPERTIES LLC |
| 11 | 6317-030-017 | MONTERROSA JOSE & DEMETRA |
| 11 | 6317-030-018 | VILLASCO PEDRO & SONIA E |
| 11 | 6317-031-005 | ZUNIGA GUADALUPE & ENRIQUE M |
| 11 | 6317-031-006 | COSIO ALONSO G & REGINA R |
| 11 | 6317-031-008 | HERNANDEZ MARIO D |
| 11 | 6317-031-009 | CORRAL SANDRA L |
| 11 | 6317-031-010 | PEREZ MARCO & MARIA A |
| 11 | 6317-031-015 | MORENO ANTONY |
| 11 | 6317-031-021 | RUIZ FRUTUAN JR |
| 11 | 6317-031-011 | RUIZ JOSE S JR & SAMUEL |
| 11 | 6317-031-012 | HONG KUONG RAMON |
| 11 | 6317-031-013 | SPECES NAOMI & FLORENCE E |
| 11 | 6317-031-014 | LEPEZ DAVID & CARMEN S |
| 11 | 6317-031-005 | AVALOS MANUEL & S MARTINA |
| 11 | 6317-031-006 | PEÑA SERGIO JR |
| 11 | 6317-031-007 | TORRES MIGUEL & SILVIA |
| 11 | 6317-031-010 | PALLADO VICENTE |

| | APN | Owner |
|---|---|---|
| 70 | 6317-031-010 | ALTAMIRANO MARIO |
| 71 | 6317-031-011 | JAUNIGA ROSALIO P |
| 72 | 6317-031-021 | HERNANDEZ MARIA |
| 73 | 6317-031-013 | DELGADO ANGELICA |
| 74 | 6317-031-014 | LAGOS RICARDO & LETICIA |
| 75 | 6317-031-016 | MONTIZ FERNANDO |
| | 6317-031-015, 020 | SALE AS IS |
| 76 | 6317-031-017 | JOA ANTONIO & LAUREN |
| 77 | 6317-031-022 | RITTER WALTER E |
| 78 | 6317-031-023 | SADO DANIP |
| 79 | 6323-001-004 | PEREZ OTHON & JOSEFINA |
| 80 | 6323-001-005 | CORONA TWO PROPERTIES LLC |
| 81 | 6323-001-010 | ALVARADO MARGARITO & CARMEN |
| 82 | 6323-001-011 | VARNA JOSE M & MARTHA E |
| 83 | 6323-001-012, 013 | CAMPOS NORMA |
| 84 | 6323-001-026 | SADO DANIP |
| 85 | 6323-001-031 | RANCHEZ RAMON |
| 86 | 6323-003-001 | CORONA TWO PROPERTIES LLC |
| 87 | 6323-003-002 | CHADOS SOTERO |
| 88 | 6323-003-008 | ALVARADO SEVERA H |
| 89 | 6323-003-014 | ELLER MARK & CONSTANCE |
| 90 | 6323-003-016 | LOPEZ ROSALINA |

| | APN | Owner |
|---|---|---|
| 91 | 6323-003-011 | HERNANDEZ DIEGO |
| 92 | 6323-003-017 | BENOIT JAMES L & NANCY J |
| 93 | 6323-003-013 | RUIZ LUIS A & ANA A |
| 94 | 6323-003-019 | RIVERA S FERNANDO |
| 95 | 6323-003-020 | GARAY FRANCISCO & FLOR |
| 96 | 6323-003-021 | DIAZ JOSE G & MARIA L |
| 97 | 6323-003-023 | BARALTO ELDORA |
| 98 | 6323-004-001 | HERSERGAL HENRY & ANJUN P |
| 99 | 6323-004-000 | MUNGIA MIGUEL & SOCORRO |
| 100 | 6323-003-002 | PLASCENCIA MARTIN & GUADALUPE |
| 101 | 6323-003-006 | MARTINEZ CARLOS |
| 102 | 6323-003-007 | PALACIOS FRIDA & OLIVIA |
| 103 | 6323-003-003 | VENEGAS SAMUEL |
| 104 | 6323-003-005 | FLORES ELMER & VILMA |
| 105 | 6323-003-018 | MARTINEZ JUAN J & ANA B Y |
| 106 | 6323-003-003 | PEREZ OSWALDO & ADALBERTA |
| 107 | 6323-003-013 | CRUZ JOSE & ROSALBA |
| 108 | 6323-003-003 | GHADMAN RADUD R |
| 109 | 6323-003-019 | BETANCOURT LUIS A |
| 110 | 6323-003-023 | RODRIGUEZ ERNANE C |
| 111 | 6323-003-023 | BERMUDA FAUSTO & TERESA |
| 112 | 6323-003-021 | MOLINA ALEJANDRO & HILDA |
| 113 | 6323-003-025 | MONTERGERO MANUEL & ANA |
| 114 | 6323-003-026 | HOLCOV S JOHN A |
| 115 | 6323-003-019 | SALE AS IS |
| 116 | 6323-003-024 | EVANGELICAL FRIENDS CHURCH |

# 500' RADIUS MAP


**GC MAPPING SERVICE, INC.**

3055 WEST VALLEY BOULEVARD
ALHAMBRA CA 91803
(626) 441-1080 FAX (626) 441-8850


LEGEND

19. OWNERSHIP NO.

OWNERSHIP HOOK

CASE NO.

DATE: 01 - 18 - 2011

SCALE: 1" = 100'

17

**OWNERSHIP MAP**

# RESOLUTION 2011-25

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELL, APPROVING CONDITIONAL USE PERMIT NO. 2010-03 TO ALLOW AN ALCOHOLIC BEVERAGE CONTROL TYPE 41 (ON-SALE BEER AND WINE FOR A BONA FIDE EATING PLACE) LICENSE FOR AN EXISTING EATING ESTABLISHMENT (LA CASITA MEXICANA RESTAURANT), LOCATED AT 4030 GAGE AVENUE IN BELL CA.**

## A. RECITALS

**WHEREAS,** La Casita Mexicana Inc. (the Applicant") filed a complete application for requesting the approval of Conditional Use Permit 2010-03 described herein ("Application");

**WHEREAS,** the Application pertains to an approximate 6,500 square foot property on Los Angeles County Assessor's Parcel number 6325-002-007 more commonly known as 4030 Gage Avenue, Bell, California ("Property");

**WHEREAS,** the Applicant requests approval of a Conditional Use Permit for the sale of beer and wine for on-site consumption in conjunction with a bona fide existing restaurant (Department of Alcoholic Beverage Control Type 41 License) as require by Section 17.96.030 (2)(a) of the Bell Municipal Code; and

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

**WHEREAS,** on July 13, 2011, the Planning Commission of the City of Bell conducted a duly noticed Public Hearing on the Application, and all legal pre-requisites to the adoption of this resolution have occurred.

## B. RESOLUTION

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

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

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

3. Upon independent review and consideration of all pertinent information and the information contained in the Notice of Exemption for the CUP, the 18

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

4. Based upon the ample evidence presented to this Commission during the July 13, 2011 public hearing, including public testimony and written and oral staff reports, this Commission finds as follows:

   a) The proposed use is consistent with the project site being that the proposed site plan showed no modifications to the current layout of existing restaurant. The approval of the use will not result in any changes within the business other than to offer an additional service of beer or wine for on-site consumption, to patrons who choose to dine at their facility.

   b) The subject site has sufficient access to public streets and highways adequate in width and pavement type, to carry the quantity and quality of vehicular and pedestrian traffic expected to be generated by the proposed use. The subject site is located on Gage Avenue which is a major arterial street that can handle the current and future generated traffic for this existing facility.

   c) The location of the proposed use on the site is compatible with existing and proposed uses along the commercial corridor along Gage Avenue. The proposed sale of beer and wine for on-site consumption will not adversely affect or be materially detrimental to such adjacent uses, buildings or structures or to the public health, safety or general welfare in that the surrounding area is composed of other similar commercial uses that serve beer and wine in conjunction to their existing bona fide eating establishments.

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

Based upon the foregoing findings, the Planning Commission hereby approves Conditional Use Permit No. 2010-03, subject to the following conditions:

## C. CONDITIONS OF APPROVAL

1. The property shall be maintained in accordance with:

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

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

C. All of the conditions of approval as set forth in this Conditional Use Permit No. 2010-03.

2. La Casita Mexicana Inc. is the sole holder of this entitlement;

3. La Casita Mexicana Inc. shall obtain and hold a type 41 Alcoholic Beverage Control license that will allow the restaurant to serve alcohol for on-site consumption in conjunction with a bona fide eating establishment only with a valid conditional use permit (CUP No. 2010-03);

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

5. Pursuant to Bell Municipal Code Section 17.96.030 (2)(a)(i), La Casita Mexicana Restaurant's total yearly alcohol sales shall make up no more than twenty (20) percent of the restaurant's total yearly gross combined food and alcohol sales;

6. Prior to March 1 of each year the restaurant shall submit to the City's director of development services yearly financial statements for the prior calendar year, demonstrating compliance with Chapter 17.96, Article II, subsection 17.96.030 (2)(a)(i) along with a fee to be established by the City, to pay for processing of said financial statements;

7. Notwithstanding submittal of a financial statement as provided in Condition No. 6, if in the opinion of the director of development services or his designee a financial audit of the restaurant is necessary to determine compliance under Condition No. 5, La Casita Mexicana Restaurant must pay the entire reasonable cost for such audit with the auditor to be selected by the director of development services or his or her designee;

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8. The chief of police has the power to determine if a continuing police problem exists at the restaurant and if he or she determines such, he or she may require that the restaurant pay the actual and reasonable cost for police services used and/or may require the presence of a police-approved doorman and/or security personnel;

9. Any violation of any of the conditions of approval may subject the Conditional Use Permit to the revocation procedures established by Bell Municipal Code Section 17.96.170. Upon recommendation of the director, the body which originally granted the Conditional Use Permit shall conduct a noticed public hearing to determine whether such permit should be revoked;

10. Any increase in the use permitted as a part of this Conditional Use Permit shall be cause to review the Conditional Use Permit pursuant to the modification procedures in Bell Municipal Code Section 17.96.190;

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

12. No motor vehicles, commercial or otherwise, shall be parked on the property except in marked parking spaces;

13. All exterior building surfaces, including but not limited to doors and windows shall be properly cleaned and maintained at all times,

14. The applicant guarantees that there will be no deviation from the approved minimum number of parking spaces, including reserved parking, compact

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parking, loading spaces, car and vanpool parking and any other ancillary forms of parking provided;

15. The applicant agrees to maintain proper security lighting on the exterior of the property and the parking area to protect patrons and their vehicles from vandals and other types of crime. Prior to the installation of any new exterior lighting, a lighting plan shall be submitted for review and approval by the City's Police Chief and the Planning and Building Department. Any new and existing exterior lighting shall be fully shielded;

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

17. There shall be no public telephones located on the property except within an enclosed building. The term "building," as used herein, shall not include telephone booths;

18. All trash enclosures shall be maintained in accordance with the standards of the City and shall be architecturally compatible with principal structures and shall be located in a manner that will not impede vehicular motion on the property;

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

20. The on-site sale and consumption of beer and wine shall be sold only in conjunction with food service;

21. Any person serving food shall meet the age requirements as set forth in State law regarding on-site sale of alcohol in conjunction with sale of food;

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22. The on-site sale and consumption of beer and wine permitted by this Conditional Use Permit No. 2010-03 shall be in accordance with the applicant's license (as the same may be conditioned) from the California State Alcohol Beverage Control Board (the "ABC License"). Pursuant to Business and Professions Code Sections 23800-23805, the ABC may impose reasonable conditions on the issuance of the ABC License and may cover conditions such as, but not limited to, restrictions as to the hours of sale, display of signs, and employment of designated persons;

23. Copies of the ABC License and certifications shall be maintained on file with the City of Bell in perpetuity;

24. The applicant or a representative shall execute an Affidavit indicating that he/she is aware of all of the terms and accepts all the conditions imposed by the granting of this Conditional Use Permit;

25. The applicant shall be responsible for filing any and all pertinent documents with the Los Angeles County Recorder's Office; and

26. The applicant shall comply with all Federal, State, County, and Local laws and ordinances that may apply to this permit.

**D. That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to La Casita Mexicana Inc.**

**ADOPTED this 13th Day of July, 2011**

_____

Mayor

**ATTEST:**

_____

**Rebecca Valdez**
City Clerk

**I CERTIFY that the foregoing Resolution No. 2011-25 was adopted by the Planning Commission of the City of Bell at a regular meeting thereof held on the 13Th day of July, 2011 by the following vote:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

_____

**Rebecca Valdez**
City Clerk

1670325.1

*Special Minutes of*
*Bell City Council*

*June 3, 2011*
*7:00 P.M.*

*Bell Community Center*
*6250 Pine Avenue*

Meeting was called to order by Mayor Saleh at 7:05:21 PM

Pledge of Allegiance led by Frank Leoleo 7:05:29 PM

Roll call of City Council in their capacities as Councilmembers and Authority and Agency Board Members.

7:07:23 PM

| | |
|---|---|
| Present: | Mayor Saleh, Councilwoman Alvarez and Councilwoman Quintana |
| Absent: | None |
| Also Present: | Interim Chief Administrative Officer Carrillo, Interim Assistant City Attorney Duran, Deputy City Clerk Garcia. |

***Communications From The Public***

Vice Mayor Harber arrived at 7:07:36 PM.

7:08:00 PM Willie Aguilar, 6929 Walker Avenue, wanted to wait and hear the presentation before asking questions.

7:08:28 PM Dona Gannon, 6651 Prospect Avenue, asked why the budget is not kept on track if there is a monthly treasury report. Ms. Gannon also inquired about the order of the agenda and how the resolutions with levy affect the budget.

7:10:45 PM Nora Saenz, 6251 Woodlawn Avenue, wished to wait until after the presentation before asking questions.

Councilman Valencia arrived at 7:10:43 PM.

7:10:54 PM Gwilym McGrew, no address stated, requested to post the financial status of each quarter within 6-8 weeks on the city website. Mr. McGrew then expressed the importance of having a full audit.

7:11:53 PM Lorenzo Martinez, 6314 Loma Vista Avenue, inquired on an issue that was not on an agenda item.

7:12:24 PM Mayor Saleh informed Mr. Martinez that this item was not on the agenda.

### *Study Session, Budget Workshop*

7:12:42 PM: Pedro Carillo, Interim CAO, provided a staff presentation and report regarding the 2011-2012 Fiscal Year Budget for the City of Bell.

### *Communications From The Public*

8:09:46 PM Willie Aguilar, 6929 Walker Avenue, expressed concern over expenditures regarding a law firm and whether people in administration may be overlooking funds.

8:11:10 PM Nora Saenz, 6251 Woodlawn Avenue, asked why the city has not been prepared for the budget if the deadline was due. Ms. Saenz expressed concern regarding wasteful spending and cited the Oldtimers Foundation. Ms. Saenz also wanted to express support for the recommendation for quarterly reports and requested a progress report for the community.

8:19:48 PM Lorenzo Martinez, 6314 Loma Vista Avenue, thanked the city for the budget presentation. Mr. Martinez inquired if another group will replace the Oldtimers Foundation and if a study had been done to see if the Oldtimers Foundation were charging properly. Lastly, he asked if there was a more efficient way to improve the staff reports for the community and expressed his support for an audit.

8:21:31 PM Alfred Areyan, no address stated, informed the City Council that he learned a lot with the budget presentation and expressed his support for them. Mr. Areyan also expressed his concern of generating revenue and hoped that the city makes the right decisions.

8:22:50 PM Gwilym McGrew, no address stated, inquired the status of the bonds and provided some recommendation to the City Council.

8:26:30 PM Carmen Bella, 6332 Palm Avenue, expressed concern about City Council Members knowing how to balance the budget.

8:29:16 PM Julia Sanchez, 6920 Woodward Avenue, expressed concern regarding more businesses in the city and requested to have more officers and less sheriffs.

8:31:02 PM Dona Gannon, 6651 Prospect Avenue, inquired if the city is still paying 75% of college tuitions and taxes for officers. Ms. Gannon asked if officers were still receiving salary increases every year and stated that the city and community could not afford this.

8:34:20 PM Sandy Orozco, no address stated, expressed concern regarding the City of Maywood Police Department, the change of attitude towards the Bell Police Department and their salaries.

8:37:55 PM Councilman Valencia expressed that the audience would like to be involved in the budget process and noted there are liabilities that need to be rectified. He also noted a big concern from the audience was the need for the council to have a fiscally responsible budget with common sense.

8:40:02 PM Vice Mayor Harber, stated he attended a Los Angeles County meeting without any trouble and liked the lay out as he had no difficulty there.

8:41:09 PM Councilwoman Alvarez had a meeting with Assembly Member Ricardo Lara and informed the Council that Assembly Member Lara is always in contact and ready to help out the city at any time.

8:41:58 PM Councilwoman Quintana thanked the community for attending on a Friday night and was content with the budget workshop.

***Adjournment***

City Council meeting was adjourned at 8:42:51 PM

8:42:57 PM Mayor Saleh announced the next special meeting regarding the law firms to be held on Monday, June 6, 2011 at 7 PM and an Ad-hoc committee will come in on Monday at 5 PM for a closed session.

8:46:30 PM Councilman Valencia asked if the law firms could be interviewed in public.

APPROVED THIS 13th DAY OF JULY 2011.

_____
Ali Saleh, Mayor

ATTEST:

_____
John Garcia, Deputy City Clerk

I, John Garcia, Deputy City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 13th day of July 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSENT:

_____

John Garcia, Deputy City Clerk

*Special Minutes of*
*Bell City Council*

*June 6, 2011– 5:30 P.M.*

*Bell Community Center*
*6250 Pine Avenue*

Meeting was called to order by Mayor Saleh at 5:34:58 PM.

Pledge of Allegiance led by Police Captain Miranda.

Roll call of City Council in their capacities as Councilmembers.

5:36:01 PM

| | |
|---|---|
| **Present:** | Mayor Saleh, Vice Mayor Harber, Councilwoman Alvarez and Councilwoman Quintana |
| **Absent:** | None |
| **Also Present:** | Interim Chief Administrative Officer Carrillo, Interim City Attorney Casso, City Clerk Valdez and Police Captain Miranda |

***Communications from the Public***

5:36:38 PM Dr. Richard Espiritu, 1207 Valley View #C, Glendale, expressed the importance of the special meeting and the need for the community to work together and respect each other as well.

***Closed Session***

The City Council recessed to Closed Session at 5:39:44 PM

**3.01** PUBLIC EMPLOYMENT
(Government Code Section 54957(b)(1))
Title: City Attorney

Councilman Valencia arrived at 6:00:00 PM.

The City Council reconvened to open session at 10:24:41 PM.

10:24:47 PM As to item 3.01 there was no reportable action.

***Presentations***

10:26:24 PM David Aleshire, presented himself to the City Council.

10:26:58 PM Edward Bertrand, presented himself to the City Council.

10:27:34 PM Sany Sultani, presented herself to the City Council.

10:27:58 PM David Aleshire, representing Aleshire & Wynder Law Firm, addressed some issues regarding the affiliations with BASTA and the Police Department. Assured the audience the firm has never represented the Bell Police Department, any member within the Bell Police Department, nor any entity within the city. Acknowledged a conflict would occur if they had been representing the Bell Police Department. Mr. Aleshire stated his firm's only affiliation with the BASTA group was in regard to the recall process and did not charge this group for their service. Mr. Aleshire stated his decision for not having charged BASTA was related to his father's experience as a City Manager in La Puente. Mr. Aleshire stated that work still needs to be done, and that his firm would love to be a part of this process.

10:36:45 PM Steven Quintanilla, representing Green, de Bortnowsky & Quintanilla, LLP, stated he was honored to be presenting himself to the city and community. Mr. Quintanilla stated his firm only represents public agencies and redevelopment agencies but turns down private clients. Mr. Quintanilla mentioned that his firm represents the cities of Victorville, Rancho Mirage, and Cathedral City. He stated his firm's qualifications and their broad experience to provide the city with all services it would need. Mr. Quintanilla claimed that all the competitors are equally qualified to carry out these services but that his experiences and upbringing turned him into a strong individual who understands the residents of Bell. Mr. Quintanilla mentioned his experience exposing corruption in different cities. He then assured the residents that if his firm were to be selected, he would bring to their attention any conflict of interest he may witness.

10:47:35 PM Jimmy Gutierrez, representing the Law Firm of Jimmy Gutierrez, thanked the Council for allowing them to participate and commended them for their great work. Mr. Gutierrez expressed why he believed his firm to be the most exceptional and experienced for the task. Mr. Gutierrez claimed they charge less than the other firms, have no connections with the City of Bell, and are efficient in the services they provide. Mr. Gutierrez introduced his assistants Melissa and Arturo and gave a brief background on them. He then claimed no person to be perfect, and disclosed his DUI arrest. This experience taught him seven deadly risks he warned a firm should watch out for.

***Communications From The Public on Agenda Items Only***

10:58:31 PM Dr. Richard Espiritu, 1207 Valley View #C Glendale, stated he wished to be the last speaker.

10:59:44 PM Alfred Areyan, 7008 Vinevale Avenue, thanked Jamie Casso for the hard work he has done for this community, thanked David Aleshire for assisting the community and saving them a lot of money. Mr. Areyan then thanked the new council for their hard work.

11:02:45 PM Gwylin McGrew, no address stated, expressed his support for David Aleshire as the new City Attorney.

11:05:01 PM Trina Corado, 4641 Bell Place, thanked the Council for their hard work in the city. Ms. Corado expressed her support for Aleshire & Wynder.

11:07:14 PM Sandy Orozco, 4108 East 54th Street, Maywood, expressed her support for Mr. Aleshire as well as the importance of transparency, respect and working together.

11:09:24 PM Susana Lopez, no address stated, stated support for Aleshire & Wynder for coming to help the city during the recall process.

11:10:11 PM Marcos Oliva, 6637 King Avenue, endorsed Aleshire & Wynder and expressed his trust in Aleshire as an individual.

11:11:53 PM Diane Oliva, 6637 King Avenue, stated that Mr. Aleshire provided services to the city pro-bono and assisted with the recall process to remove the previous council. Ms. Oliva expressed her support for Aleshire & Wynder and thanked the firm for helping the community.

11:14:15 PM Mario Rivas, 6336 Home Avenue, expressed his concern that a possible conflict of interest may occur if Mr. Aleshire is selected. Mr. Rivas stated that they need a candidate that has no connection to the city if the image of the city is to change

11:17:03 PM Nora Saenz, 6251 Woodlawn Avenue, asked if any Councilmembers have considered making the City Attorney position an employee position as this could potentially save the city money.

11:18:00 PM Councilman Valencia responded that this is a process and if an attorney is chosen then this would allow the city staff to negotiate with the law firm. He then mentioned that the city might look into hiring employees as well but this would be in the future.

11:19:12 PM Nora Saenz, 6251 Woodlawn Avenue, asked the Council to consider a law firm that would be financially sound. Ms. Saenz then thanked Mr. Casso for his work.

11:20:34 PM Mario Estrada, 6330 Pine Avenue, expressed his support for Aleshire & Wynder.

11:21:26 PM John Santana, 6728 King Avenue, expressed his support for Aleshire & Wynder and urged the Council to vote for this law firm.

11:22:04 PM Dale Walker, 6815 Otis Avenue #D, thanked the council for interviewing the three firms and giving the audience the opportunity to hear the presentations. Mr. Walker then expressed his support for Aleshire & Wynder for helping the community throughout the entire process.

11:25:10 PM Dennise Rodarte, 6802 King Avenue, expressed her support for David Aleshire.

11:26:50 PM Margarita Limon, 46402 Bell Place, expressed her support for David Aleshire and expressed her trust in their firm.

11:30:22 PM Rodrigo Rodarte, no address stated, stated that the council would have a tough task in choosing the right firm.

11:31:11 PM Lorenzo Martinez, 6319 Loma Vista Avenue, stated the three potential attorneys are well qualified but expressed the most support for David Aleshire. Mr. Martinez then thanked Jaime for his work.

11:32:46 PM Dr. Richard Espiritu, thanked Jaime for his services and acknowledged the council for doing their work, as well as the community for carrying out their own research. Dr. Espiritu urged the community to come together and remember the past council.

11:35:05 PM Councilman Valencia inquired as to who would be the primary attorney.

11:36:22 PM Mayor Saleh responded that the primary Attorney would be David Aleshire and Edward Bertrand would be the Assistant Attorney.

11:36:45 PM David Aleshire responded as well that he would be the primary Attorney and Edward Bertrand would be the Assistance Attorney.

11:36:55 PM Councilman Valencia asked David Aleshire to speak about the possible conflict of interest and when was the first time they met.

11:37:31 PM David Aleshire responded that he was introduced to Councilman Valencia through an Interim City Manager of Maywood.

11:38:39 PM Vice Mayor Harber, motioned to make Aleshire & Wynder the city's legal counsel.

11:39:00 PM Councilwoman Quintana asked to have a discussion before seconding the motion.

11:39:53 PM Mayor Saleh stated there is a motion on the floor and needs to have a second, otherwise the motion would die.

11:39:42 PM Interim City Attorney Casso stated further discussion can occur even with a motion and a second.

11:40:51 PM Councilwoman Alvarez seconded the motion.

11:41:04 PM Councilman Valencia spoke about the qualifications of the three firms and expressed his wish to have made the closed session open. Councilman Valencia stated he tried to be very objective during this process and expressed his concern of giving David Aleshire too much credit while acknowledging he put much effort into the recall process. Councilman Valencia expressed his opinion that the Council has been working together.

11:47:17 PM Vice Mayor Harber stated denying Mr. Aleshire the position for their role in the recall process would be punishment. He then stated the three firms preferred having the interviews in closed session.

11:48:14 PM Councilwoman Alvarez thanked everyone for attending the special meeting.

11:48:46 PM Councilwoman Quintana stated she was selected to be a part of the ad-hoc committee because she was also an attorney. Councilwoman Quintana stated she looked for objectivity, knowledge and experience from the firms.

11:51:55 PM Mayor Saleh stated the process was difficult and looked for qualifications, cost, and expertise from the firms. Mayor Saleh then stated he also researched the law firms on his own.

11:53:11 PM Councilman Valencia stated it may be worth to undergo the process and view if either the Mayor or Mr. Aleshire could be in a conflict of interest.

11:54:38 PM Councilwoman Quintana asked if Mr. Casso could address the conflict of interest issue.

11:54:57 PM Interim City Attorney Mr. Casso responded and addressed the issue noting they are different kinds of conflict of interests.

11:56:21 PM Councilman Valencia expressed his desire to be clear to the public that there is no conflict of interest involved by getting the opinion from the state level.

11:57:26 PM Interim City Attorney Casso stated that even if a conflict existed it could be waived.

11:58:05 PM Councilman Valencia asked if it would be theoretically possible to have Mr. Aleshire excluded from the discussion on the POA contract.

11:58:40 PM Mayor Saleh assured Councilman Valencia that the choice to have Aleshire & Wynder excluded from the discussion on the POA contract would ultimately be up to the Council.

11:59:26 PM Councilwoman Quintana reassured everyone that the firm selection process has been extensive.

It was moved by Vice Mayor Harber, seconded by Councilwoman Alvarez to select Aleshire & Wynder as the city's legal counsel.

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

Absent: None

***Adjournment***

City Council meeting adjourned at 12:06:27 AM

**APPROVED THIS 13th DAY OF JULY 2011**

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on this 13th day of July 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

# City of Bell
# Agenda Report

DATE: July 13, 2011

TO: Mayor and Member of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Service Agreement with City of Inglewood for Parking Citation Processing

## BACKGROUND

The City of Bell entered into an agreement with the City of Inglewood on December 11, 2007 for parking citation processing services. Such agreement provides access to the City of Inglewood's parking citation processing software, information technology technical support, processing and delivery of courtesy notices, access to Department of Motor Vehicle Registered Owner database, processing of telephone payments, and collection of delinquent citations via contracted collection agency and the State Franchise Tax Board.

The utilization of this system continues to provide revenue to the City; has created a sense of awareness in the community for compliance with the City's parking regulations; and more importantly is deterrence for overnight parking increasing citizen's safety in city streets.

The various fees are charged on per-use basis; City's cost is directly associated with the volume of citations issued. The financial benefit of contracting with this Agency far exceeds its costs. The annual average payments made to the City of Inglewood are less than twenty thousand dollars; on the other hand, revenues received ranged from three hundred to five hundred thousand in the last three fiscal years.

Due to the lack of a functioning City Council, the City of Inglewood provided an exception and allowed the City of Bell to continue to operate its software without a contract. The most recent contract expired on November 30, 2010. City of Inglewood is currently urging the execution of the contract to avoid any disruptions in service. City of Inglewood may immediately cease the continuation of services as it contravenes with its business rules.

The City may forego a general fund revenue source creating a substantial fiscal impact in the unstable General Fund if it fails to execute the service agreement as required by the City of Inglewood.

## RECOMMENDATION

It is recommended that the Bell City Council authorize the extension of the Parking Citation Processing and Collections Service Agreement between the City of Bell and the City of Inglewood effective December 1, 2010 through November 30, 2011.

ATTACHMENTS

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

# City of Inglewood

## Inglewood Citation Management Services

Inglewood
All-America City
2009

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

November 16, 2010

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

Subject: Service Agreement Renewal

Dear Lourdes:

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

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

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

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

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

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

Sincerely,

Dean Viereck

Manager Enterprise Services

## Service Agreement Change Notice

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

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

Change Notice:
No. 10-001

Requisition No.
N/A

Effective Date:
12/01/2010

Contract Title:

Parking Citation Management Services for the City of Bell

Reference Document Attached:

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

Contract Adjustment:

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

In the total amount of: $

Contract Term:

The Contract Time is:

X Increased ____ Decreased ___ Not Changed

Revised Contract Expiration Date is: 12/01/2010

Description of Change:

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

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

Background Information: (If needed)

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

SIGNATURES:

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

| Accepted By: | Accepted By: |
| --- | --- |
| CONTRACTOR: CITY OF INGLEWOOD, CA | CLIENT AGENCY: CITY OF BELL |
| By: _____ | By: _____ |
| DEAN VIERECK,<br>MANAGER ENTERPRISE SERVICES | _____<br>PRINT NAME |
| By: _____ | _____<br>TITLE |
| MICHAEL D. FALKOW<br>DEPUTY CITY ADMINISTRATOR/CIO | |

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

# EXHIBIT A

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

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

| | | |
|---|---|---|
| Dedicated Customer Service Staff | | Quote |
| Correspondence Administrative Review Temp Services | | Quote |
| Onsite Technical Staff | | Quote |
| Custom Programming (plus travel + expenses) | $110/hr | Quote |
| Parking Permit Processing (11) | | Quote |
| Auxiliary Mail Payment Processing Services | | Quote |
| Automated License Plate Recognition Services | | Quote |
| Boot and/or Tow Program Services | | Quote |
| On-street Parking Meter Management Services | | Quote |
| On-street Parking Enforcement Services | | Quote |
| Off-street Parking Enforcement Services | | Quote |

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

**NOTES**

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



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

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



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

9. Costs to ICMS for obtaining out of state registered owner information will be billed based on the actual charges incurred from provider of this information.
10. Three (3) levels of optional delinquent account secondary collection services are available. Client has the option of adopting collection fee charged to customer to offset collection costs. Details on these services and rates are available in Exhibit "C" of this Agreement.
11. The Client is billed for the cost of system customization, such as building cashiering interface, at the custom programming hourly rate with no additional administrative fee. All customization or special one-time services must be documented in writing with a work order and cost estimate prior to initiating the work. All reasonable out of pocket expenses and travel expenses related to this service will be reimbursed by the Client upon submittal of receipts.
12. The AutoPROCESS includes capability to issue and track parking permits. Use of this module is available at no additional cost. If the Client wishes to outsource the fulfillment of parking permits and processing of payments, ICMS can provide a proposal for these services, including purchasing of permit stock.
13. ICMS offers Client the option to use discounts price schedule for equipment, supplies and services. The equipment, supplies and services can be quoted by the ICMS contractor Professional Account Management LLC (Duncan Solutions). Duncan Solutions may offer Client flexible financing terms including monthly lease-purchase pricing. Prices will vary bases on number of devices, equipment configuration, peripherals, sales tax rate, length of agreement, shipping costs, installation costs, extended warranty cost and technical support requirements. A confirming purchase order needs to be issued by the Client to confirm terms, pricing and services.
14. ICMS offers Clients the option to use discount price schedules for equipment, supplies and professional services. The DocuPeak™ business process automation platform and

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

15. ICMS offers a number of optional services that can be provided to Client Agencies to supplement their staffing, work on backlog and provide revenue enhancement services. These services require a scope of work and price quote.
16. Multi-media, workflow and dashboard systems require a price quote. The initial cost and monthly subscription fee for hosted IT service and base data/image storage quoted is based on projected volume for a Client Agency and their document retention plans. A discount in the initial setup costs and monthly hosted IT subscription will be provided when a Client Agency subscribes to two or more of the multi-media services within one purchase agreement.
17. ICMS citation processing and service fees are subject to an annual COLA increase based on U.S. Department of Labor All Items Los Angeles-Riverside-Orange County CA area consumer price index, with a not to exceed limitation of 3.5% per year. The COLA can be applied as of July 1, 2009 and each July 1st thereafter.

**Exhibit B - City of Inglewood - Equipment Pricing List**

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

**Prices Effective 01/06/2010**

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

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



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| | | |
|---|---|---|
| Scanner | | |
| X3LCIW Unit w/ Li+, NSM IR, Digital Camera and Wireless | $550.00 | $550.00 |
| X3LCISW Unit w/ Li+, MSM IR, Digital Camera, Wireless and Bar Code Scanner | $550.00 | $550.00 |
| X3ML Unit w/ Li+ and Mag Stripe Reader | $550.00 | $550.00 |
| X3MLCI Unit w/ Li+, Mag Stripe Reader and Digital Camera | $550.00 | $550.00 |
| X3MLS Unit w/ Li+, Mag Stripe Reader and 2D Bar Code Scanner | $550.00 | $550.00 |
| X3MLCIS Unit w/ Li+, Mag Stripe Reader, Digital Camera, 2D Bar Code Scanner and MSM IR | $550.00 | $550.00 |
| X3MLCISW Unit w/ Li+, Mag Stripe Reader, Digital Camera, 2D Bar Code Scanner, MSM IR and Wireless | $550.00 | $550.00 |
| (Future models will be provided at the same discount rate) | | |
| **AutoTRAX Maintenance** | | |
| X3LTI Unit w/ Li+, SSM IR and MSM IR | $500.00 | $500.00 |
| X3LTCI Unit w/ Li+, SSM IR, MSM IR & Digital Camera | $500.00 | $500.00 |
| X3LTIW Unit w/ Li+, SSM IR, MSM IR and Wireless | $550.00 | $550.00 |
| X3LTCIW Unit w/ Li+, SSM IR, MSM IR, Digital Camera and Wireless | $550.00 | $550.00 |
| X3LTCISW Unit w/ Li+, SSM IR, MSM IR, Digital Camera, Wireless and 1D Bar Code Scanner | $550.00 | $550.00 |
| **AutoISSUE Modules** | | |
| Parking Citation Issuance (.NET version)<br>a. Includes Task Group Manager & Scheduler | $6,000.00 | $5,400.00 |
| Traffic Citation Issuance (.NET version)<br>a. Includes Task Group Manager & Scheduler | $6,000.00 | $5,400.00 |
| Municipal Citation Issuance (.NET version)<br>a. Includes Task Group Manager & Scheduler | $6,000.00 | $5,400.00 |
| Network Version .NET 3 user license<br>a. $1000 per user thereafter | $3,000.00 | $2,700.00 |



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



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| Transit Violations | $6,000.00 | $5,400.00 |
| Visitor Information | $1,000.00 | $900.00 |
| Warnings Tracking | $2,000.00 | $1,800.00 |
| Wireless Real-Time Hotsheet Look-up Module | $2,000.00 | $1,800.00 |
| Wireless Ticket upload Software Module | $2,000.00 | $1,800.00 |
| Any interface to other systems | based on quote | |
| **AutoISSUE Maintenance** | | |
| Parking Citation Issuance (.NET version)<br>a. Includes Task Group Manager & Scheduler | $600.00 | $600.00 |
| Traffic Citation Issuance (.NET version)<br>a. Includes Task Group Manager & Scheduler | $600.00 | $600.00 |
| Municipal Citation Issuance (.NET version)<br>a. Includes Task Group Manager & Scheduler | $600.00 | $600.00 |
| Network Version .NET 3 user license<br>a. $100 per user thereafter | $300.00 | $300.00 |
| AutoTRAX SS 2.0 - Single-Space Meter Management Module | $600.00 | $600.00 |
| ACDI Wireless Communication - Basic<br>a. Basic communication between X3 & AI.NET only (wireless airtime not included) | $600.00 | $600.00 |
| 1D BarCode Reading (Intended for Parking. Included with required hardware) | Included | Included |
| Digital Images (Included with required hardware) | Included | Included |
| Voice Recordings (Included with required hardware) | Included | Included |
| Abandoned Vehicles | $600.00 | $600.00 |
| Animal Violations | $400.00 | $400.00 |
| AutoCLUSTER - Wireless Enforcement Module for Multispace Meters | $300.00 | $300.00 |
| Barcode Printing 1D 128 A, B or C | $100.00 | $100.00 |
| Broken Meter Reporting | $100.00 | $100.00 |



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



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



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

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

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

**Notes:**

1. Programming/Customization/Interfaces charges will be quoted on a project specific basis based on hourly rate, plus out of pocket travel and expenses.
2. Prices quoted do not include installation charges, shipping costs, project management fees, configuration fees and/or specialized customization charges which will be quoted on a project specific basis.
3. Prices quoted do not include any applicable taxes.
4. Sales tax rates will be quoted to point of delivery.
5. Equipment and supplies may be substituted for new releases, models and upgrades to this list if price is offered at a discount equal or greater than the discount on the item it is replacing.
6. Additional equipment and services not included in this price list will be quoted separately on a project specific basis.
7. Duncan reserves the right to modify the provided price list(s) on a quarterly basis starting three months after all clients are implemented with AutoProcess System and will submit such revised pricing to the City's Contract Administrator for review and approval.

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# City Of Bell
# Agenda Report

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DATE: July 13, 2011

TO: Mayor and Council Members

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Professional Services Agreement with RSCC Engineering, for Interim City Engineering Services

**Background:**

In October 2010, the State Controller's Office audited the Gas Tax Fund, Proposition 1B, and Traffic Congestion Relief Fund for the period of July 1, 2007 through June 30, 2010. The report issued several findings and recommendations. Finding No 1 disclosed unsupported costs for engineering charges without a written contract. The State Controller recommended that the City has approved written contract for these services and solicitation of these services should be sought through a formal bidding process. Therefore, the City continues to work diligently to implement corrective actions to bring the City into full compliance as recommended by various audits.

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

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

**Discussion:**

As a result of the findings and issues identified, the interim Chief Administrative Officer (iCAO) terminated the contractual engineering services retained by the previous administration and proceeded to hire engineer services on an interim basis to avoid interruption in public work services. The iCAO has been introducing the consideration and approval of this contract for the last six months. Due to lack of operating council and court order restrictions, the contract was not considered by the former City Council. The proposed contract for interim engineering services is resubmitted for consideration and approval.

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

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

Pursuant to 2010 Gas Tax audit, the General Fund had to reimburse $521,086 to Gas Tax, Prop 1B, and Traffic Congestion Relief funds in the fiscal year 2009-2010, which $301,810 represented ineligible engineering charges. Therefore, it is critical to approve the interim engineer agreement to comply with the State Controller's findings. Failure to meet the state requirements will result in further disallowance of expenditures **already paid** from Gas Tax, Prop 1B, Traffic Congestion Relief, and Prop C funds in the fiscal year 2010-2011.

**Recommendation**

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

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Attachments:

1. Professional Services Agreement

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2010 ("Effective Date"), by and between the City of Bell, a municipal corporation ("City") and RSCC Engineering, Inc., a California corporation ("Consultant"). City and Consultant are collectively referred to herein as "Parties" and individually as "Party".

## RECITALS

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

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

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

**1. Consultant's Services.**

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

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

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

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

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

**2. Term of Agreement**. This Agreement is effective as of the Effective Date, and shall remain in full force and effect until July 31, 2011, unless sooner terminated as provided in Section 13 herein. The Parties may mutually agree to renew the Agreement for additional twelve-month terms upon the same terms and conditions set forth in this Agreement. If such renewal contemplates amendments to the terms, compensation or fee structure set forth in this Agreement, the terms, compensation, or fee structure set forth in this Agreement must be proposed in writing NO LATER THAN JUNE 30th of each year and will be subject to the review and approval of the City Council.

**3. Compensation**.

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

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

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

**4. Method of Payment.**

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

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

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

**4.3** Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.1.

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

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

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

**6. Ownership of Work Product**. All reports, documents, original plans, stamps, specifications, exhibits or other written material created or developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any re-use by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such use. Nothing in this Section 6 shall be construed to prohibit Consultant from retaining copies for its records of any reports, documents, original plans, stamps, specifications, exhibits or other written material covered by this section.

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

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

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

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

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

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

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

**8. Confidentiality**. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest**. No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090.

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

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

11.1 Required Policies.

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

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

11.1.2 Business or Comprehensive Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

11.1.3 Professional Liability Insurance with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

11.1.4 Employers' Liability Insurance with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

11.1.5 Workers' Compensation Insurance as required under the Workers' Compensation Insurance and Safety Act of the State of California.

11.2 Required Terms.

11.2.1 All polices except workers' compensation shall name as additional insureds the City, its directors, officers, employees, agents and representatives.

11.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

11.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the City.

11.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the City. All policies shall include waivers of subrogation in favor of the City and its insurers.

11.2.5 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the City and having a Best rating of A or better.

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

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

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

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

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

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

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

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

**18. Non-Waiver of Terms, Rights and Remedies**. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a

waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**19. Attorney's Fees**. In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees, expert witness fees and arbitration fees and costs, in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

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

**21. Exhibits; Precedence**. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, this provisions of the Agreement shall prevail.

**22. Entire Agreement**. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. This Agreement shall be construed as a product of the joint effort between the Parties and shall not be construed against either Party as its drafter.

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

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

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

[Signatures begin on next page]

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

CITY OF BELL

By:_____
PEDRO CARRILLO
Interim Chief Administrative Officer

ATTEST:

By:_____
REBECCA VALDEZ
City Clerk

Approved as to Form:
Meyers Nave Riback Silver & Wilson

By:_____
JAMES M. CASSO
Interim City Attorney

CONSULTANT

RSCC ENGINEERING, INC.

By:_____
Name: CARLOS ALVARADO
Title: President

1548847.4

EXHIBIT A

SCOPE AND LEVEL OF SERVICES

## CITY OF BELL

## INTERIM CIVIL ENGINEERING SERVICES

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

GENERAL ADMINISTRATIVE FUNCTIONS

1. Be available to consult with staff on all matters relating to engineering.

2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices as well as with local, state, and federal laws.

3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.

4. Attend Council, Commission, and Committee meetings as requested by the Chief Administrative Officer or his/her designee.

5. Direct other contract engineering services to assure compatible and timely response to City needs.

6. Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.

7. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the City Manager or his/her designee.

8. Perform other engineering related functions as directed by the Interim Administrative Officer or his/her designee.

9. Advise the Chief Administrative Officer or his/her designee as to engineering and construction financing available from other government agencies and, when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant Caltrans/Federal requirements.

10. Provide technical assistance for City personnel when so directed.

11. Provide for enforcement of engineering related City ordinances.

12. Provide inspection services for investigations of engineering related complaints and conditions.

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13. Assist clerical staff in management of records relating to engineering. Serve as liaison to the City Clerk for engineering related matters.

14. Provide public information regarding municipal engineering matters.

15. Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.

16. Solicit proposals for capital improvement project design work.

17. Assist the Chief Administrative Officer in the review and evaluation of bid submittals.

18. Provide construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.

19. Advise the City on National Pollution Discharge Elimination System (NPDES) compliance.

20. Provide (4) four hours of public counter or inter office service per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, sub-division maps and other engineering related issues.

DEVELOPMENT REVIEW FUNCTIONS

1. Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State Law

2. Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final, and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.

3. Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies within (30) days, specifying those items needed to complete the application

4. Establish performance, labor, and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.

5. Provide such necessary and related functions as are the normal practice of the City Engineer in control of private development.

EXHIBIT A

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

Monthly Retainer and Schedule of Hourly Rates

Monthly Retainer

| | |
|---|---|
| City Engineer<br>(20 hours monthly, additional hours @ published billing rates.) | $2,700.00 |

# EXHIBIT "A"
# SCHEDULE OF HOURLY RATES

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

1548847.4

# City of Bell
# Agenda Report

DATE: July 13, 2011

TO: Mayor and Member of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Lourdes Garcia, Director of Administrative Services

SUBJECT: Update in Retaining Professional Services for Accounting, Financial Reporting, and Audit Services

BACKGROUND

In September 2010, the State Controller audited the City's Administrative and Internal Accounting Controls for the period of July 1, 2008 through June 30, 2010. The audit report identified several deficiencies in the current system. Subsequently, the City of Bell approved, audit firm, resigned and declined finalizing the 2009-2010 annual audits for the City and its component units. Furthermore, the city experienced a turnover in accounting personnel leading to insufficient staffing levels to perform the City's financial and accounting work. The aforementioned events have led to a backlog in the accounting functions, failure to issue a Comprehensive Financial Annual Report (annual audit), and the inability to develop a proposed annual city budget. The City is currently working to implement corrective actions regarding these matters.

DISCUSSION:

In light of the current events, the City must currently restore staffing levels, hire a qualified and reputable auditing firm, and meet its financial reporting requirements as prescribed by California Government Code 53901. In an effort to resolve these issues, the interim City of Bell Administration is recommending that the City Council review and consider the following recommendations for professional services:

**Accounting Consulting Services**

Since July 2010, the City of Bell has had to deal with the departure of personnel due to resignations, terminations and retirements, some voluntary and some involuntary. As a direct result, the City of Bell has not had the appropriate staffing levels to deal with daily operations and subsequently has reorganized and reassigned tasks and responsibilities to the best of our

ability. The urgency for the consideration of the "Accounting Consulting Services" is to comply with recommendations issued in the various audits. The implementation of our staff recommendations address the lack of proper staffing levels noted in Appendix 1, A2(a) of the Audit Report on Administrative and Internal Accounting Controls for the period July 1, 2008 through June 30, 2010 (California State Controller's Audit Report). The City must add this assistance to showcase independence and minimize potential risks, specifically, the City is at risk of having several revenue sources defunded, due to the failure to issue audited financial statements.

The interim Chief Administrative Officer conducted a market search for professional accounting consultants who can provide the expertise and professional support in this area. In light of the additional demands generated from the current events, the existing staff is insufficient to meet the current workload; therefore, the City must seek professional assistance to meet the minimum standards and staffing levels needed.

The City received a proposal for accounting and finance support services from IntelliBridge Partners. They are a highly respected professional services firm that specializes in placing accounting, finance, human resources and information technology (IT) personnel which has seven offices in California. The City intends to contract with the firm on a temporary basis to assist the current staff in bringing the accounting functions current and in full compliance, specifically to work independently of the Audit Firm.

This Accounting Consulting Services recommendation is temporary and will terminate shortly after the accounting functions become current and at the completion of the City's audits

**Finance Consulting Services**

The City recognizes the immediate and pressing need to adopt an annual City Budget. As presented at the Community Budget Workshop held on June 3, 2010, the preparation of a City Budget typically entails a several month process. Depending upon the size of the organization, the budget process may start three, six or nine months prior to the effective cycle. In light of the lack of sufficient staff levels and other challenges, the City must take an urgent action to ensure that the City has an adopted document as prescribed by government regulations. Therefore, it is extremely urgent to seek the services of a seasoned and experienced finance professional who can expeditiously handle the project and meet the pressing deadlines.

The interim Chief Administrative Officer conducted a market search for professional Services and support, with specific focus on the budget. As a result, the City of Bell received a proposal for professional finance services from Mr. Dave Bass. Mr. Dave Bass is a retired finance professional with over thirty years of experience in local government and other governmental agencies. He has served in various capacities such as Administrative Services Director/Treasurer, Finance Director, Acting City Manager, and City Manager among other elective boards. The Interim CAO has solicited his professional services to develop a City

Budget and other projects as directed by the Interim Chief Administrative Officer. The consultant will fill current gaps in various aspects at the financial management level.

**Audit Services**

As of December 2010, Meyer Hoffman McCann, the City of Bell, approved audit firm, resigned and declined to finalize the 2010-2011 Comprehensive Annual Financial Report for the City and its components units. In early 2011, the City of Bell contacted several firms and invite them to submit a proposal to the City of Bell. Due to the negative publicity and perceived high risk exposure, firms declined solicitation or provided no response for the audit engagement. The City of Bell suspended the search temporarily, expecting that conditions would improve and that professional confidence would be restored. In April 2010, the City resumed the search and solicited the assistance of the California State Controller's Office to assist the City searching, vetting and developing a "short list" for the audit firm search. The State Controller provided a "Short List" of qualified auditing firms who may be interested in submitting a proposal for auditing services. The City invited over 15 firms to submit a proposal to the City of Bell, by no later than June 27, 2011. As a result, only three (3) firms actively pursued the invitation and one firm, MGO, is being recommended for selection.

After a review of the interested firms, the City has initially selected Macias, Gini, & O'Connell LLP (MGO). Founded in 1987, MGO is a statewide certified public accounting and business management firm with offices in Sacramento, Walnut Creek, Oakland, Century City, Newport Beach and San Diego and a staff of over 230 professionals.

The firm has received the following recognitions.

- One of the "Firms to Watch Beyond the Top 100" (#16, Accounting Today, 2010)
- Ranked #108 on Inside Public Accounting's Top 200 list for 2010
- One of the "Top Firms in the West" (#19, Accounting Today, 2010)
- 2010 Size Rankings:
  - 11th Largest Accounting Firm in the East Bay (San Francisco Business Times)
  - 31st Largest Accounting Firm in LA County (Los Angeles Business Journal)
  - 34th Largest Accounting Firm in Greater Bay Area (San Francisco Business Times)
  - 10th Largest Accounting Firm in Sacramento (Sacramento Business Journal)
  - Included on Inc. magazine's listing of the 5000 fastest-growing private companies in the nation, the "Inc 5000"
  - Ranked #22 in the nation by the California Society of Certified Public Accountants for "dedication and commitment to the profession" in terms of number of CalCPA members (2008)
  - Named the 29th Fastest-Growing CPA Firm in the Nation by Public Accounting Report (2007)

The City is hoping that MGO performs the City's audits commencing with the fiscal year 2009-2010. The City is requiring the following audits:

1. City of Bell
2. Bell Community Redevelopment Agency
3. Bell Community Housing Authority
4. Single Audit
5. Any other recommended audit based on the current financial review needs.

RECOMMENDATION:

It is recommended that the City Council consider and approve the staff recommendations, to address the issues identified during various compliance reviews in order to attain fiscal transparency and financial reporting compliance.

Attachments

(A) Audit Services Distribution List & Letters
(B) Contract for Mr. Dave Bass
(C) Contract for IntelliBridge Partners
(D) City of Bell Correspondence
(E) County of Los Angeles Department of Auditor-Controller Correspondence

CPA FIRMS- CONTACT INFORMATION

| Accounting Firms | Contact | Address | Phone Number | Fax | Email |
|---|---|---|---|---|---|
| Caporicci & Larson | Gary Caporicci & Stephen Larson | 9 Corporate Park, Suite 100, Irvine, CA 92614 | (877) 862-2200 | Fax Number Not Available | gary.caporicci@marcumllp.com steve.larson@marcumllp.com |
| Diehl, Evans & Company | Nitin P. Patel | 5 Corporate Park, Suite 100, Irvine, CA 92605 | (949) 399-0600 | (949)399-0610 | nitinp@diehlevans.com |
| Glenn, Burdette, Phillips & Bryson | Allen Eschenbach | 1150 Palm Street, San Luis Obispo, CA 93401 | (805) 544-1441 | (805) 544-4351 | al.eschenbach@glennburdette.com |
| KPMG, LLP | Carol Carlile | 20 Pacifica, Suite 700, Irvine CA, 92618 | (949) 885 5400 | (949) 885 5410 | ccarlile@kmpg.com |
| Lance, Soll & Lunghard | Bryan Gruber & David Thayer | 203 North Brea Boulevard, Sutie 203, Brea CA, 92821 | (714) 672-0022 | (714) 672-0331 | bryan.gruber@lslcpas.com david.hale@lslcpas.com |
| Macias, Gini & O'Connel LLP | Kenneth A. Macias Linda Forbes | 515 S. Figueroa Street, Suite 325 CA, 90071 | (213)286-6400 | (310)785-9035 | kmacias@maciasgini.com lforbes@mgocpa.com |
| McGladrey & Pullen | Once Submitted it will be fowarded properly. | 18401 Von Karman Ave, 5Th Floor Irvine CA, 92612 | (949) 255-6600 | Fax Number Not Available | No Email Address |
| Moss, Levy & Hartzheim LLP | Craig Hartzeim | 9107 Wilshire Blvd., Suite 400, Beverly Hills, CA 90210 | (310) 670-2745 ext. 106 | (310)670-1689 | chartzeim@mlhcpas.com |
| R. Edward Beranek Accountancy Corporation | Voicemail Only | 150 North Santa Anita, Avenue, Suite 725, Arcadia, 91006 | (626) 445-1600 | Fax Number Not Available | No Email Address Available |
| Rogers, Anderson, Malody & Scott | Terry Shea | 290 North D Street, Suite 300 San Bernardino, CA 92401 | (909) 889-0871 | 909)889-5361 | tshea@ramscpa.net |
| Simpson & Simpson | Dominic Grey | 3600 Wilshire Boulevard, Suite 1710 Los Angeles CA, 90010 | (213) 201-3114 | 213)736-6692 | dgrey@simpsonandsimpson@cpas.com |
| Teaman, Ramirez & Smith, Inc | Greg Fankhanel | 4201 Brockton, Suite 100, Riverside CA, 92501 | (213)629-9094 | (951) 274-9500 | info@trscpas.com |
| Vasquez & Company LLP | Donald Nino | 801 South Grand Avenue, Suite 400, Los Angeles, CA 90017 | (213) 629-9094 | (951) 274-7828 | d_nino@vasquezcpa.com |

CPA FIRMS- CONTACT INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| Vavrinek, Trine, Day & Co | Kevin Pulliam, Partner | 8270 Aspen Street, Rancho Cucamonga, CA 91730 | (909) 446-4410 | 909) 466-4431 Ext. 1103 | kpulliam@vtdcpa.com |
| | Stephanie Atwood | | (909) 446-4410 | 909)466-4431 | satwood@vtdcpa.com |
| Brown Armstrong Accountancy Corporation | Eric Berman | 4200 Truxtum Ave, Suite 300 Bakersfield, CA 93309 | (661) 324-4971 | | ebermac@bacpas.com |
| | Rosalva Flores | | (661)324-4971 | 661) 324-4971 | rflores@bacpas.com |
| Crowe Horwath Co., LLP | Roger Martinez | 15233 Ventura Boulevard, 9th Floor Sherman Oaks, California 91403-2250 | (818) 501-5200 | (818)907-9632 | roger.martinez@crowehorwath.com |
| Oscar Armijo, CPA | Oscar G. Armijo | 41900 Cook Street, Suite 501 Palm Desert, CA 92211 | (760)773-4078 | Fax Number Not Available | oscara@armijoandassociates.com |

# CITY OF BELL

June 20, 2011

Caporicci & Larson
Gary Caporicci & Stephen Larson
9 Corporate Park, suite 100
Irvine, CA 92606

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

As you may already know, the City of Bell is requesting proposals from qualified certified public accounting firms to audit its financial statements, beginning with the fiscal year ending June 30, 2010 and fiscal year ending June 30, 2011. At the option of the City, the audit engagement may be extended for subsequent years, not to exceed two fiscal years by written amendment. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.

*The request for proposal should consider audits of the following:*

***City of Bell***

***Bell Community Redevelopment Agency***

***Bell Community Housing Authority***

***Single Audit***

***Management Practices Review of Municipal Management Services***

There is no expressed or implied obligation of the City of Bell to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to

6330 Pine Avenue Bell, California 90201 • Ph: (323) 588-6211 • Fax: (323) 771-9473

render the entire proposal confidential or proprietary will be ineffective and will be disqualified.

This written notification, serves as augmentation to the already exhaustive search and communication to over 30 firms that have been asked to submit proposals to the City of Bell. The purpose of this written communication is to encourage all firms previously contacted to submit a proposal for consideration, as soon as possible. The City of Bell intends to make a selection, soon.

During the evaluation process, the City of Bell reserves the right, where it may serve the City of Bell's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Bell, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Bell reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bell and the firm selected.

The City is requesting one (1) original and one (1) electronic version on disk or CD to be submitted to City Clerk, 6330 Pine Ave., Bell, CA 90201. It is anticipated, the selection of a firm will be completed by June 27, 2011. Please feel free to contact Pedro Carrillo @ pedro@urbanassoc.com or by phone @ (323)588-6211 for more information or for any further clarification.

The City of Bell reserves the right to reject any or all provisions submitted and/or waive any irregularity.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

Diehl, Evans & Company
Nitin P. Patel
5 Corporate Park, suite 100
Irvine, CA 92606

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

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render the entire proposal confidential or proprietary will be ineffective and will be disqualified.

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Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

Glenn, Burdette, Phillips & Bryson
Allen Eschenbach
1150 Palm Street,
San Luis Obispo, CA 93401

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

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*The request for proposal should consider audits of the following:*

***City of Bell***

***Bell Community Redevelopment Agency***

***Bell Community Housing Authority***

***Single Audit***

***Management Practices Review of Municipal Management Services***

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6330 Pine Avenue Bell, California 90201 • Ph: (323) 588-6211 • Fax: (323) 771-9473

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The City of Bell reserves the right to reject any or all provisions submitted and/or waive any irregularity.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

KPMG, LLP
Carol Carlile
20 Pacifica, suite 700
Irvine, CA 92606

**RE: Request for Proposal for Independent Audit Services**

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Interim Chief Administrative Officer

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# CITY OF BELL

June 20, 2011

Lance, Soll & Lunghard
Bryan Gruber & David Thayer
201 North Brea Boulevard, suite 203
Brea, CA 92821

**RE: Request for Proposal for Independent Audit Services**

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Interim Chief Administrative Officer

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# CITY OF BELL

June 20, 2011

Macias, Gini & O'Connel LLP
Kenneth A. Macias
515 S. Figueroa Street, suite 325
Los Angeles, CA 90071

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

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# CITY OF BELL

June 20, 2011

Mc Gladrey & Pullen
515 South Flower Street, 41st Floor
Los Angeles, CA 90071

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Interim Chief Administrative Officer

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# CITY OF BELL

June 20, 2011

Moss, Levy, & Hartzeim LLP
Craig Hartzeim
9107 Wilshire Blvd, suite 400
Beverly Hills, CA 90210

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# CITY OF BELL

June 20, 2011

R. Edward Beranek Accountancy Corporation
150 N. Santa Anita Avenue, suite 725
Arcadia, CA 91006

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# CITY OF BELL

June 20, 2011

Rogers, Anderson, Malody & Scott
Terry Shea
290 North D Street, suite 300
San Bernardino, CA 92401

**RE: Request for Proposal for Independent Audit Services**

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# CITY OF BELL

June 20, 2011

Simpson & Simpson
Dominic Grey
3600 Wilshire Blvd., suite 1710
Los Angeles, CA 90010

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# CITY OF BELL

June 20, 2011

Teaman, Ramirez & Smith, Inc
Greg Fankhanel
4201 Brockton, suite 100
Riverside, CA 92501

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# CITY OF BELL

June 20, 2011

Vasquez & Company LLP
Donald Nino
801 South Grand Avenue, suite 400
Los Angeles, CA 90017

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

As you may already know, the City of Bell is requesting proposals from qualified certified public accounting firms to audit its financial statements, beginning with the fiscal year ending June 30, 2010 and fiscal year ending June 30, 2011. At the option of the City, the audit engagement may be extended for subsequent years, not to exceed two fiscal years by written amendment. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial and compliance audits in the U.S. General Accounting Office's (GAO) Standards for Audit of Governmental Organizations, Programs, Activities, and Functions, the provisions of the Single Audit Act of 1984, as amended in 1996, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.

*The request for proposal should consider audits of the following:*

***City of Bell***

***Bell Community Redevelopment Agency***

***Bell Community Housing Authority***

***Single Audit***

***Management Practices Review of Municipal Management Services***

There is no expressed or implied obligation of the City of Bell to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to

6330 Pine Avenue Bell, California 90201 • Ph: (323) 588-6211 • Fax: (323) 771-9473

render the entire proposal confidential or proprietary will be ineffective and will be disqualified.

This written notification, serves as augmentation to the already exhaustive search and communication to over 30 firms that have been asked to submit proposals to the City of Bell. The purpose of this written communication is to encourage all firms previously contacted to submit a proposal for consideration, as soon as possible. The City of Bell intends to make a selection, soon.

During the evaluation process, the City of Bell reserves the right, where it may serve the City of Bell's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Bell, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Bell reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bell and the firm selected.

The City is requesting one (1) original and one (1) electronic version on disk or CD to be submitted to City Clerk, 6330 Pine Ave., Bell, CA 90201. It is anticipated, the selection of a firm will be completed by June 27, 2011. Please feel free to contact Pedro Carrillo @ pedro@urbanassoc.com or by phone @ (323)588-6211 for more information or for any further clarification.

The City of Bell reserves the right to reject any or all provisions submitted and/or waive any irregularity.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

Vavrinek, Trine, Day & Co
Kevin Pulliam
8270 Aspen Street,
Rancho Cucamonga, CA 91730

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

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Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

Brown, Armstrong Accounting
Eric Berman
4200 Truxtun Avenue, suite 300
Bakersfield, CA 93309

**RE: Request for Proposal for Independent Audit Services**

Dear Potential Proposer:

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Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

Crowe Horwath Co., LLP
Roger Martinez
15233 Ventura Blvd, 9th Floor
Sherman Oaks, CA 91403

**RE: Request for Proposal for Independent Audit Services**

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Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# CITY OF BELL

June 20, 2011

Oscar Armijo, CPA
Oscar Armijo
41900 Cook Street, suite 501
Palm Desert, CA 92211

**RE: Request for Proposal for Independent Audit Services**

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Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: Lourdes Garcia, Director of Administrative Services

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the City of Bell ("City"), and David A. Bass, an individual ("Consultant"). The City and Consultant are each a "Party" and are collectively the "Parties."

## RECITALS

A. City desires to retain Consultant to provide professional services in the City's Finance Department and related functions in the City (the "Services").

B. Consultant has the expertise to provide the Services to City and agrees to do so under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the Parties hereby agree as follows.

1. SCOPE OF SERVICES. The Consultant shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. OWNERSHIP OF DOCUMENTS. Any document prepared by Consultant pursuant to this Agreement shall, upon the completion thereof, be deemed for all purposes to be the property of City.

3. COMPENSATION.

A. Hourly Rate. Consultant shall be compensated for the services rendered hereunder at the rate of $95.00 hour. The rate of compensation established herein shall be deemed full compensation for all work, labor, and services provided by Consultant in the performance of this Agreement, including but not limited to any required insurance, except for expenses which are reimbursable pursuant to Subsection B below.

B. Reimbursable Expenses. Consultant shall be reimbursed by City for the actual costs incurred by Consultant associated with travel to and attendance at seminars and conferences or other business related expenses, provided the prior approval of the City's Chief Administrative Officer is first obtained.

4. BILLING. Consultant shall submit an itemized bill to City for approval prior to receiving compensation at no more than bi-monthly monthly intervals. Billing shall include the dates, the time charged thereto, a summary of the total number of hours charged for Services, and the total reimbursable expenses, if applicable.

5. TERM. Consultant's services shall commence on June 28, 2011 (the "Effective Date"), and shall terminate on December 31, 2011, unless earlier terminated by either Party in the manner set forth herein.



111

6. TERMINATION. The City may terminate this Agreement and the Services to be rendered hereunder at any time, with or without cause, by providing the Consultant not less than five (5) days prior written notice. The Consultant may terminate this Agreement and the Services to be rendered hereunder at any time, with or without cause, by providing the City not less than thirty (30) days prior written notice. In the event of termination by either Party, all documents, data, and reports prepared by Consultant, whether or not finished, shall be City's property, and shall be delivered to City or to any other party City may designate.

7. STATUS OF CONSULTANT. Consultant is, and shall be, acting at all times in the performance of this Agreement as an independent contractor and not as an employee of City. Consultant shall secure at her expense and be responsible for any and all payment of income tax, social security, state disability insurance compensation, unemployment compensation, Workers' Compensation, and payroll deductions, if any, in connection with the Services to be performed hereunder.

8. LIABILITY. City understands and agrees that Consultant is performing in the stead of a position which is otherwise is generally filled by a City employee. Therefore, City shall indemnify, defend, and hold harmless Consultant against actions, claims, damages, liabilities, losses, or expenses, including legal costs and attorneys' fees, and any judgment rendered against Consultant that may be asserted or claimed by any person, firm, or entity arising out of or in connection with Consultant's performance of this Agreement. In connection therefore, while performing the purpose of this Agreement, and while Consultant is acting within the course and scope of this Agreement, the parties intend for Consultant to be entitled to the immunities and privileges set forth in the Government Tort Claims Act (California Government Code Sections 810 et seq.) or any other provisions of law providing governmental immunity for municipal corporations, their employees and agents. Consultant shall be fully compensated and reimbursed, pursuant to Section 3 above, for time spent and costs incurred while representing City in any legal action during or after the term of this Agreement.

9. INSURANCE. To the extent City may have liability and indemnity insurance, or some other type of liability and indemnity coverage, including membership in a liability and indemnity coverage pooling arrangement, which liability and indemnity coverage extends to Consultant while he/she is acting within the course and scope of this Agreement, then Consultant shall be entitled to the benefits of such coverage, as primary coverage.

A. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

   i. **Workers' Compensation Coverage**. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and

volunteers for losses arising from work performed by the CONTRACTOR for City.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

ii. **General Liability Coverage**. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

iii. **Automobile Liability Coverage**. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

10. NOTICES. Any notices or special instructions required to be given in writing under this Agreement shall be given by personal delivery, facsimile communication, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Services, addressed as follows:

TO CITY:

City of Bell
6330 Pine Ave.
Bell, CA 90201
Attn: Pedro Carrillo
Facsimile: (323) 771-9473
Telephone: (323) 588-6211

TO CONSULTANT:

David A. Bass
24742 Via Del Rio
Lake Forest, CA 92630
Telephone: (949) 770-2235

Should City or Consultant have a change of address or telephone or facsimile number, the other Party shall be immediately notified in writing of such change.

11. MODIFICATION. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof, and no other agreement, statements, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith.

12. ENFORCEMENT. In the event any Party institutes any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day first written above.

| "CITY": CITY OF BELL | "CONSULTANT" |
|---|---|
| By:_____ | By: _____ |
| Pedro Carrillo | David A. Bass |
| Interim Chief Administrative Officer | |

# Exhibit A

**Scope of Services:**

Consultant will provide services as follows:

1. Prepare a budget for Fiscal Year 2011-12 for the City and the City's component units.
2. Other services as directed by the Chief Administrative Officer

## Exhibit B

## Certificate of Exemption from Workers' Compensation Insurance

| | |
|---|---|
| *TO*: | City of Bell |
| *SUBJECT:* | Sole Proprietor/Partnership/Closely Held Corporation with No Employees |

Please let this memorandum notify the City of Bell that I am a

- ☐ sole proprietor
- ☐ partnership
- ☐ closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

IntelliBridge Partners
Business Support + Consulting

One Firm. All Angles™

June 28, 2011

Pedro Carrillo
City Manager
City of Bell
6330 Pine Ave
Bell, California 90201

Dear Mr. Carrillo:

In accordance with your request, we are presenting this proposal to provide on-demand services to the City of Bell. You have indicated you will require the services of an **Accounting Consultant** for **approximately four weeks.** This contract can be extended upon agreement of all parties. We propose to satisfy your requirements by providing the services of **Robert Sedlak.**

Following is some important information about our services:

1. RESPONSIBILITY: On-demand staff shall report directly to **Pedro Carrillo** during this assignment. It is understood that the management of your organization is responsible for the substantive outcome of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of these services.

2. EMPLOYEE: On-demand staff at all time will be an employee of IntelliBridge Partners.

3. INSURANCE: IntelliBridge Partners maintains general liability, automobile liability, excess liability, workers compensation and employers' liability, and professional liability insurance. Certificates of Insurance are available upon request.

4. RATES: The billing rate for these services is **$90.00** per hour. Overtime will be billed at time-and-a-half. Any work performed in excess of 12 hours per day will be billed at double-time. The base billing rate will increase 5 percent on the annual commencement date of employment (e.g. every 12 months).

5. BILLING: Services will be billed monthly on approximately the first day of the month.

3000 S Street, Ste. 300
Sacramento, CA 95816
916.642.7026

2121 N. California Blvd., Ste. 750
Walnut Creek, CA 94596
925.274.0190

515 S. Figueroa Street, Ste. 325
Los Angeles, CA 90071
213.286.6413

2029 Century Park East, Ste. 500
Los Angeles, CA 90067
310.277.3373

1201 Dove Street, Ste. 680
Newport Beach, CA 92660
949.296.4364

225 Broadway, Ste. 1750
San Diego, CA 92101
619.573.1113

intellibridgepartners.com

6. EXTENSION: These services may be extended by our mutual agreement.

7. NOTICE: At any time during the performance of these services, you may terminate or significantly reduce these services for any reason with two weeks notice. Although you will have day-to-day contact with our on-demand staff, please provide information about any changes or termination directly to Sharon Kropf at skropf@intellibridgepartners.com or 916-642-7116.

8. GUARANTEE: If you are not satisfied with the services provided, you may discontinue the services at no charge on the first day of service. If this should occur, please notify me by telephone by 5:00 p.m. on the first day of service. If the services are continued beyond the first day, you are responsible to pay for each hour of service provided and it is understood that no credit or refund can be given for any reason. It is your responsibility to monitor the performance of the on-demand staff to the degree necessary to ensure satisfaction with the services provided.

9. RECRUITMENT FEE: Our on-demand services are made possible as a result of sustained expenses in developing and maintaining a qualified staff of interim/on-demand employees. Therefore, your utilization of our staff is on an interim basis. Should you hire our staff on a permanent basis (either full-time or part-time) or contract with them directly for any services either (a) during this interim assignment or (b) within one year following the termination of this interim assignment, you agree to immediately notify IntelliBridge Partners and to pay a recruitment fee according to the following schedule.

| Length of Assignment | Recruitment Fee |
|---|---|
| 1 – 500 hours | $15,000 |
| 501 – 1000 hours | $7,500 |
| Over 1000 hours | no fee |

Additionally, should you refer our staff for an interim or contract assignment to any other entity, associate or business acquaintance during the time period specified above, then you agree to give immediate notice to IntelliBridge Partners of such referral and you also agree to pay a recruitment fee according to the schedule above within thirty (30) days of a hiring or contracting by such other entity.

Thank you for the opportunity to provide this proposal. Please call if you would like to discuss our proposal in more detail. Please acknowledge acceptance of our proposal by signing and returning one copy of this letter for our files.

Very truly yours,

**INTELLIBRIDGE PARTNERS**

**Sharon Kropf, Regional Manager**
**3000 S Street, Suite 300**
**Sacramento, CA 95816**

**(916) 642-7116 direct**
**(916) 779-3554 fax**

**Email: skropf@intellibridgepartners.com**

ACCEPTANCE:

Signature:_____

Print Name:_____

Title:_____

Date:_____

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

# CITY OF BELL

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

June 29, 2011

Ms. Wendy Watanabe
Los Angeles County Auditor-Controller
500 West Temple Street, Room 525
Kenneth Hahn Hall of Administration
Los Angeles, California 90012

**RE: CITY OF BELL-ANNUAL BUDGET, FISCAL YEAR 2011-2012**

Dear Ms. Watanabe:

As you are aware, pursuant to Government Code Section 53901, unless exempted by the county auditor, municipalities are required to file a copy of their annual budget within 60 days after the beginning of the fiscal year.

Pursuant to Section 1100 of the City of Bell ("City") Charter, the City's fiscal year commences on July 1st of each year, and therefore in accordance with Government Code Section 53901, the City's budget would be due to your office by August 30, 2011.

However, given the City's current fiscal constraints, and the difficult financial decisions that must be made by the City, the City is still in the process of completing its budget for fiscal year 2011-2012. We anticipate that the budget will be adopted on or before September 30, 2011.

Due to these extenuating circumstances, the City would respectfully request that your office permit the City to submit its fiscal year 2011-2012 budget within seven days of adoption by the City Council.

We appreciate your consideration during these trying financial times. I look forward to your prompt response.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

cc: The Honorable Gloria Molina
Mayor Ali Saleh and Councilmembers
James M. Casso, Interim City Attorney

**COUNTY OF LOS ANGELES**
**DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

WENDY L. WATANABE
AUDITOR-CONTROLLER

ASST. AUDITOR-CONTROLLERS

ROBERT A. DAVIS
JOHN NAIMO
JAMES L. SCHNEIDERMAN
JUDI E. THOMAS

July 7, 2011

Mr. Pedro Carrillo
Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, California 90201

Dear Mr. Carrillo:

This is in response to your June 29, 2011 request (attached), for an extension of time to submit the City of Bell's Fiscal Year 2011-2012 budget. Based on the circumstances described in your letter, we concur with the requested exemption from filing by August 30, 2011, pursuant to Government Code Section 53901.

As indicated in your letter, your budget adoption is targeted for September 30, 2011, and you have requested an additional seven days for filing with our office. Please notify us if the approved budget is delayed beyond that date.

If you have any questions, please contact me, or your staff may call John Naimo, Assistant Auditor-Controller, at (213) 974-8484.

Very truly yours,

Wendy L. Watanabe

Wendy L. Watanabe
Auditor-Controller

WLW:JN:CY

Attachment

c: Supervisor Gloria Molina, First District

# City of Bell
# Agenda Report

DATE: July 13, 2011

TO: Mayor and Member of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Lourdes Garcia, Director of Administrative Services

SUBJECT: Consideration of Approval of Certificate of Consent to Transfer, Assumption & Release

## BACKGROUND

The City of Bell issued General Obligations Bonds in the amount of $35,000,000 Series 2007. As of the issuance, payments of the principal and interest on the Bonds were insured by a financial guarantee insurance policy issued with CIFG Assurance North America, Inc.

In January 2009, after experiencing financial difficulties and bond downgrading, CIFG Assurance North America, Inc. ("CFIG") entered into a reinsurance transaction whereby Assured Guarantee Corp. ("AGC") provides reinsurance to CIFG with respect to certain U.S. public finance and infrastructure policies. The transacting parties agreed that they would use commercially reasonable efforts to novate the covered policies. The novation transaction means that AGC assumes responsibility of the policies previously insured by CIFG and the affected policies will transfer to AGC upon the executed consent to transfer such policy.

Novation provides bondholders the direct protection of AGC's assets. Beyond the security of the reinsurance deal, novation would provide a boost for CIFG policyholders covered under the agreement. It is unclear how rating agencies will rate CIFG-backed bonds reinsured by AGC, but once the polices are novated, the policyholders would have direct AGC insurance and thus receive a triple-A rating from Standard & Poor's and Fitch Ratings and the Aa2 rating from Moody's.

The novation is being implemented in two phases. In the first phase, consents are being solicited for bonds insured in the primary market. Bonds insured in CIFG's secondary market custodial receipt program will be solicited in the second phase.

The City's GOB insurance policy falls within the first phase. The City received a request for consent to the novation. As a condition to the novation, the issuer (City) or the trustee must complete and return to CIFG a ***Certificate of Consent to the Novation***. The offer to novate the policy will be open through July 15, 2011. Therefore, each certificate of consent **must be returned by July 15, 2011**.

## RECOMMENDATION

It is recommended that the City executes the Certificate of Consent to Transfer, Assumption and Release to provide reassurance to GOB 2007 bondholders for the financial guarantee insurance policy backed by a highly-rated financial entity.

**Answers to Questions about the Novation of CIFG Assurance North America, Inc. Bond Insurance Policies to Assured Guaranty Corp.**

*In January 2009, CIFG Assurance North America, Inc. ("CIFG") and Assured Guaranty Corp. ("AGC") entered into a reinsurance transaction whereby AGC provides reinsurance to CIFG with respect to certain U.S. public finance and infrastructure policies (the "covered policies"). CIFG and AGC also agreed that they would use commercially reasonable efforts to novate the covered policies to AGC. CIFG has begun sending requests to the issuers of insured obligations (or to the applicable trustee of the bondholders) seeking consents for the novation of the covered policies.*

*The novation is being implemented in two phases. In the first phase, consents are being solicited for bonds insured in the primary market. Bonds insured in CIFG's secondary market custodial receipt program will be solicited in the second phase. To the extent regulatory filings or approvals are required in connection with the novation of any policy, requests for consent will only be sent after any applicable waiting periods have elapsed or any required approvals have been obtained.*

**What are the benefits of novation?**

Novation gives bondholders the direct protection of AGC's claims-paying resources. Once a policy has been novated, AGC will request, and expects to obtain, an AGC insured rating from S&P, Moody's or both, depending on which originally provided a CIFG insured rating for the related bonds. Although AGC already provides 100% reinsurance for the covered policies and administers the policies on behalf of CIFG, CIFG remains the insurer until the policies are novated, and the bondholder remains subject to credit risk of CIFG.

**As a bondholder, do I need to take any action for the bond insurance policies to be novated?**

In general, bondholders are not being asked to take any action at this time. If there is a trustee for an issue insured by CIFG at origination, the trustee has been asked to execute a consent to the novation. If there is no trustee (as is true for many general obligations that utilize a paying agent), then the issuer has been asked to execute such consent. If an insurance policy was written by CIFG after the bonds began trading in the secondary market, the custodian bank holding the custodial receipt that associates the policy with the insured bonds will be asked to execute the consent. Bondholders may be contacted directly by the applicable trustee, issuer or custodian bank as part of the consent process.

The offer to novate a particular policy will be open through July 15, 2011 unless such date is extended or the solicitation is earlier terminated at the sole discretion of CIFG and AGC. **Bondholders should contact the trustee, issuer or custodian to inquire about the status of the request and whether any action has been taken**. Bondholders are also encouraged to send their contact information, together with the name of the issuer, CUSIP number, original par,

series and other identifying information concerning the insured bonds, to CIFG at novationteam@cifg.com in order to facilitate the novation process.

**How will I know if the insurance policy has been novated?**

Novated policies will be identified in a list of covered policies maintained on the Assured Guaranty website at **www.assuredguaranty.com/novation**. Additionally, once S&P and Moody's have issued new insured ratings for a given issue, those ratings should be reflected on data services such as Bloomberg.

**What happens to the insurance policy when novation takes place?**

All of the terms and conditions of the policy will remain unchanged, except that AGC will be the insurer in full substitution for CIFG and, because of that substitution, AGC will have all of the rights and obligations of CIFG under the policy and related documents and CIFG will be fully released of its obligations under the terms of the policy. The consent form signed by AGC and the issuer, trustee or custodian, as the case may be, and a notice of effective date issued by AGC following receipt of the signed consent form, will become part of the policy.

**Will all the bond insurance policies be novated at the same time?**

No. Except as described below, the effective date for each policy's novation is the date on which CIFG receives an executed consent form for that policy.

**If CIFG issued a debt service reserve fund surety bond or a swap insurance policy in connection with my CIFG-insured bonds, will that be novated, too?**

Separate consent requests are being sent to issuers, trustees or swap counterparties, as appropriate, for each debt service reserve fund surety bond and swap insurance policy. In cases where a debt service reserve fund surety bond or a swap insurance policy was issued in connection with a bond insurance policy or policies, CIFG must receive the executed consent forms for each bond insurance policy, debt service reserve fund surety bond and swap insurance policy, as applicable, before the novation of such policies and surety bond shall become effective. (Where there is no debt service reserve fund surety bond or swap insurance policy, multiple bond insurance policies issued in connection with a single bond transaction may be novated independently.)

**Will Xenia, Iowa, Rural Water District 2006 Revenue Bonds be novated?**

The $83.3 million of Xenia, Iowa, Rural Water District 2006 revenue bonds are subject to litigation brought by CIFG against AGC to determine whether the CIFG policy insuring these bonds is covered under the reinsurance agreement between CIFG and AGC. The Xenia policy, therefore, may or may not be subject to novation to AGC, depending on the resolution of this litigation. Of the more than 1,300 covered policies, the Xenia transaction is the only one that is subject to a dispute. The Xenia transaction is not currently in the process of being novated.

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CIFG | The Value Within

**Press Release**

**CIFG Launches Process to Novate CIFG-Insured Portfolio to Assured Guaranty Corp.**

New York, New York, April 20, 2011 – Bond insurance companies CIFG Assurance North America, Inc. ("CIFG") and Assured Guaranty Corp. ("AGC") jointly announced that they have begun soliciting consents for the transfer through novation of the bond insurance policies insuring U.S. municipal and infrastructure bonds that are currently guaranteed by CIFG and reinsured by AGC. The launch implements the process contemplated by the January 2009 reinsurance transaction under which AGC provides reinsurance and administrative services for these CIFG-insured bonds. The novation, if successful, will provide bondholders with AGC's direct guaranty of their bonds. Once a policy has been novated, AGC will request, and expects to obtain, an AGC insured rating from S&P, Moody's or both, depending on which originally provided a CIFG insured rating for the related bonds.

The novation is being implemented in two phases. In the first phase, consents are being solicited for bonds insured in the primary market. Bonds insured in CIFG's secondary market custodial receipt program will be solicited in the second phase. To the extent regulatory filings or approvals are required in connection with the novation of any policy, requests for consent will only be sent after any applicable waiting periods have elapsed or any required approvals have been obtained.

In connection with the primary market novation process, CIFG is sending to each trustee on behalf of the bondholders (or, if there is no trustee, to the issuer of the bonds) a request for consent to the novation. As a condition to the novation, the issuer or the trustee, as the case may be, must complete and return to CIFG a certificate of consent to the novation. The offer to novate a particular policy will be open through July 15, 2011. Therefore, each certificate of consent must be returned by the issuer or trustee by July 15, 2011, unless such date is extended or the offer is earlier terminated at the sole discretion of CIFG and AGC. In connection with the novation process for bonds insured in CIFG's secondary market custodial receipt program, CIFG will be sending requests for consents to the custodian.

**PLEASE NOTE: Holders of bonds insured by CIFG are not currently being asked to directly consent to the novation of the policy insuring their bonds. The applicable issuer or trustee may contact bondholders directly. If an issuer or trustee has not received a request that such issuer or trustee believed should have been received, such issuer or trustee should write to novationteam@cifg.com and include contact information, together with CUSIP number, original par and series.**

Holders of bonds insured by CIFG who wish to determine the status of the novation of the policy insuring a particular bond are encouraged to contact the issuer or the applicable trustee for their bonds. Bondholders are also encouraged to send their contact information, together with the name of the issuer, CUSIP number, original par, series and other identifying information concerning the insured bonds, to CIFG at novationteam@cifg.com in order to facilitate the novation process.

Once CIFG receives the required certificate of consent for a given policy, AGC will become the insurer of the bond in full substitution for CIFG, CIFG will be released from its obligations under the policy and related documents, and AGC will have all of the original rights and obligations of CIFG under the policy and related documents. If CIFG issued one or more related policies (such as guaranties of debt service reserve fund obligations, interest rate swaps and/or liquidity facilities) in connection with a policy, the date on which CIFG

receives signed consents for both the policy and all such related policies will be the effective date of the transfer and assumption of such policy. No other terms of the policy will change, and holders of the bonds will have the direct benefit of AGC's claims-paying resources.

Novated policies will be identified in a list on the Assured Guaranty website at www.assuredguaranty.com/novation.

If the certificate of consent is not returned to CIFG with respect to a particular issue, those bonds may remain direct guaranteed obligations of CIFG. AGC will continue to administer any such policies on behalf of CIFG.

###

**About AGC**
AGC is a Maryland-domiciled insurance company regulated by the Maryland Insurance Administration and licensed to conduct financial guaranty insurance business in all 50 states of the United States, the District of Columbia and Puerto Rico. AGC commenced operations in 1988. AGC is a wholly owned, indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO." AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure finance and structured finance markets. Neither AGL nor any of its shareholders is obligated to pay any debts of AGC or any claims under any insurance policy issued by AGC.

Additional information concerning AGC may be obtained on the Internet at www.assuredguaranty.com or by contacting the Maryland Insurance Administration at 525 St. Paul Place, Baltimore, Maryland 21202, telephone (800) 735-2258.

**About CIFG**
CIFG, a New York domiciled insurance company, is part of the CIFG group of companies with offices in New York and Paris, France. The CIFG group is actively managing the runoff of a $36 billion insured portfolio of municipal, infrastructure and structured finance exposures. Additional information concerning CIFG may be obtained on the Internet at www.cifg.com or by contacting the New York State Insurance Department at 25 Beaver Street, New York, New York 10004, telephone (800) 342-3736.

**Cautionary Statement Regarding Forward-Looking Statements**
Any forward-looking statements made in this press release reflect current views with respect to future events and are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Such statements involve risks and uncertainties. For example: issuers, trustees or custodians may not execute consents to novation in a timely manner; processing delays may occur based on the volume of responses or for technical reasons; AGC's ratings or the outlook on such ratings may change either before or after novation occurs; and other unforeseen events may occur. Readers are cautioned not to place undue reliance on these forward-looking statements. These forward-looking statements are made as of April 20, 2011, and AGC and CIFG undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

**CIFG Contact**

Norie Bregman, 212-909-0423
Novation Team Coordinator
novationteam@cifg.com

**AGC Contacts:**

Sabra R. Purtill, CFA
Managing Director, Investor Relations and Corporate Communications
212-408-6044
spurtill@assuredguaranty.com

Robert Tucker
Managing Director, Fixed Income Investor Relations
212-339-0861
rtucker@assuredguaranty.com

Ashweeta Durani
Vice President, Corporate Communications
212-408-6042
adurani@assuredguaranty.com

Ross Aron
Assistant Vice President, Investor Relations
212-261-5509
raron@assuredguaranty.com

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CORP.

# CERTIFICATE OF CONSENT TO TRANSFER, ASSUMPTION AND RELEASE

April 15, 2011

City of Bell
Bell City Hall
6330 Pine Avenue
Bell, CA 90201

| | |
|---|---|
| Policy No.: | CIFGNA-1843 |
| Obligor: | City of Bell, CA |
| Obligations: | General Obligation Bonds (Election of 2003) Series of 2007 |
| CUSIP: | 07786BAX8, 07786BAY6, 07786BAZ3, 07786BBA7, 07786BBB5, 07786BBC3, 07786BBD1, 07786BBE9, 07786BBF6, 07786BBG4, 07786BBH2, 07786BBJ8, 07786BBK5, 07786BBL3, 07786BBM1, 07786BBN9, 07786BBP4, 07786BBQ2, 07786BBR0 |

This is to certify that, pursuant to the terms of the Instrument of Transfer and Assumption, dated as of April 14, 2011, by and between CIFG Assurance North America, Inc. ("CIFG") and Assured Guaranty Corp. ("AGC"), subject to your signing this Certificate of Consent to Transfer, Assumption and Release, the above policy and all endorsements thereto (the "Policy") issued by CIFG, an insurer organized under the laws of New York, shall be assigned to and assumed by AGC, an insurer organized under the laws of Maryland. AGC's principal place of business is 31 West 52nd Street, New York, New York 10019. This change will be effective as of the date on which CIFG receives this Certificate of Consent to Transfer, Assumption and Release signed by you, except where the Policy is part of a group of related policies (including financial guaranties and guaranties of debt service reserve fund obligations, interest rate swaps and/or liquidity facilities) pertaining to the same underlying obligation, in which case this change will be effective as of the date on which CIFG receives the last of (1) this Certificate of Consent to Transfer, Assumption and Release signed by you and (2) fully executed Certificates of Consent to Transfer, Assumption and Release for all such related policies (as applicable, the "Effective Date"). This Certificate of Consent to Transfer, Assumption and Release, signed by you, must be received prior to 5:00 p.m., New York City time, on July 15, 2011 (or such later or earlier date and time as may be determined by CIFG and AGC in their sole discretion).

Assured Guaranty Corp.
31 West 52nd Street
New York, NY 10019
main 212 974 0100
fax 212 581 3268
info@assuredguaranty.com
www.assuredguaranty.com

By signing this Certificate of Consent to Transfer, Assumption and Release, as the duly authorized representative of the holders of the above-referenced obligations (the "Bondholders"), you hereby consent and agree on behalf of the Bondholders:

(1) To the transfer by CIFG to AGC (the "Transfer"), and the assumption by AGC from CIFG (the "Assumption"), of all of CIFG's rights, title and interest, and all existing and future liabilities and obligations, in, to and under the Policy;

(2) That, from and after the Effective Date, (i) AGC will be the insurer in full substitution for CIFG with respect to CIFG's rights and obligations under the terms of the Policy and (ii) each reference to CIFG in the Policy shall be deemed to refer to AGC;

(3) That, from and after the Effective Date, CIFG shall have no further liabilities or obligations, of any kind and nature, primary or secondary, direct or indirect, absolute or contingent, known or unknown, whenever arising, whether accrued or not accrued, under the terms of the Policy;

(4) That neither CIFG nor any of its affiliates has made any representation or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the information concerning AGC contained herein or otherwise provided to you or the Bondholders in connection with the Transfer and Assumption of the Policy by AGC, including, with respect to the financial soundness, claims-paying ability or credit-worthiness of AGC;

(5) You, on behalf of the Bondholders, waive any and all confidentiality restrictions relating to the Policy, both retroactively and prospectively, but only to the extent required to allow CIFG to share necessary information concerning the Policy with AGC;

(6) In consideration for the assumption by AGC of all obligations of CIFG under the Policy, as of the Effective Date, you, on behalf the Bondholders, irrevocably and unconditionally release and discharge CIFG in its capacity as insurer under the Policy from any and all liabilities, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, known or unknown, in law or equity, against CIFG or its affiliates, parent or subsidiaries, which you (as representative of the Bondholders), the Bondholders and any of your or their successors and assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any rights under the terms of the Policy, including any and all of CIFG's obligations incurred, accrued, or otherwise occurring or arising under the terms of the Policy prior to the Effective Date. The release in this Paragraph 6 may not be changed orally. For the avoidance of doubt, AGC shall assume all of the liabilities under the terms of the Policy as of the Effective Date, as well as liabilities arising thereafter.

(7) You explicitly agree, on behalf of the Bondholders, that all rights under Section 1542 of the California Civil Code or any similar provisions of law are hereby expressly waived. Section 1542 of the California Civil Code provides as follows: A GENERAL RELEASE DOES

NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(8) In consideration for the assumption by AGC of all obligations of CIFG under the terms of the Policy, you shall file, after the Effective Date of the Transfer and Assumption, any claims arising under the Policy (but excluding claims alleging extra-contractual liabilities of CIFG in connection with the Policy), directly with AGC.

This Certificate of Consent to Transfer, Assumption and Release shall, upon the Effective Date, form a part of and should be attached to the Policy, provided that the failure to attach this Certificate of Consent to Transfer, Assumption and Release to the Policy shall not affect the validity hereof or thereof. From and after the Effective Date, to the extent the provisions of this Certificate of Consent to Transfer, Assumption and Release conflict with the provisions of the Policy, the provisions of this Certificate of Consent to Transfer, Assumption and Release shall take precedence and be binding.

IN WITNESS WHEREOF, AGC has caused this Certificate of Consent to Transfer, Assumption and Release to be signed by its duly authorized officer and to become effective and binding upon AGC on the Effective Date listed above by virtue of such signature.

ASSURED GUARANTY CORP.

By: _____
Name: James M. Michener
Title: General Counsel

ACKNOWLEDGED AND AGREED:
City of Bell, California

By: _____
Name: Pedro Carrillo
Title: Interim Chief Administrative Officer

Dated: _____

# City of Bell
# Agenda Report

DATE: July 13, 2011

TO: Mayor and Member of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Lourdes Garcia, Director of Administrative Services

SUBJECT: Treasurer's Report Information Guide

Generally, a local agency requires its treasurers and/or chief fiscal officers to submit a quarterly report to the governing board of the local agency.

**PURPOSE**

The requirements are intended to provide the governing body the ability to meet its fiduciary obligations as a trustee and to provide information of the agency's investment activities to external users.

**REPORTING REQUIREMENTS**

- Prior to the 2004-2005 Budget Act, California Government Code (CGC) Section 53646(b) required California local governments, with certain exceptions, to submit a quarterly investment report to the agency's legislative body, its chief executive officer, and its internal auditor within 30 days following the end of the quarter covered by the report.
- CGC Section 53646(d) also provided that a legislative body of a local agency might elect to receive the report on a monthly basis.

**REQUIRED CONTENTS OF INVESTMENT REPORTS**

- California Government Code (CGC) Section 53646(b) mandates that the quarterly investment report of a local agency contain certain items. These items include:
    - Type of investment
    - The issuer's name
    - The date of maturity of the security
    - The par amount of the instrument
    - The market value
    - The dollar amount invested in each security
    - The source of the market value
    - Cite funds under management of external investment providers
    - State compliance with the agency's investment policy
    - Statement regarding the agency's ability to meet its cash flow needs for the next six months

## ADDITIONAL REPORTING PRACTICES

Besides the legally required information, the California Debt and Investment Advisory Commission (CDIAC) provide a list of practices that local agencies may adopt to present to their legislative bodies in the content of an investment report. Some of those items are:

- Distribution by Sector
- Distribution by Manager Type
- Distribution by Credit Quality
- Distribution by Maturity
- Distribution by Issuer
- Using Benchmarking to Evaluate Performance
- Annual Weighted Average Maturity and Yield Trends
- Cash Flow Projections
- Investment Compliance Checklist
- Describing the General Economic Climate
- Discussion of Investment Strategy
- Chronicling Economic Announcements
- Reporting Yield

## UNDERSTANDING THE BELL INVESTMENT REPORT

### CASH

This category includes various checking accounts for the City's and its components units. The City Treasurer has immediate access to these funds to be utilized in accordance with its authorized use pursuant to city's regulations and bond covenants as applicable. Definition of each account will be provide to identify authorized use for each account.

- *City of Bell General Checking*
  This account is a traditional checking account where deposits, city warrants, incoming and outgoing wires are transacted related with the City's operations for the general and special revenue funds.

- *Bell CRA Checking*
  This account is a traditional checking account where deposits, city warrants, incoming and outgoing wires are transacted related with the Bell Redevelopment Agency.

- *Bell-Cudahy Cable TV JPA Checking*
  This account is a traditional checking account where deposits, city warrants, incoming and outgoing wires are transacted related with the Bell-Cudahy Joint Power Authority.

- *Bell Public Financing Authority Checking*
  This account is a traditional checking account where deposits, city warrants, incoming and outgoing wires are transacted related with the Bell Public Financing Authority.

- *2005 Bell Community Housing Authority Project Fund*
  This account was established to hold bond proceeds as stipulated in the bond document. Funds are **strictly restricted** and governed by the bond covenants of the Bell Community Housing Authority Lease Taxable Revenue Bonds, Series 2005.

- *2007 General Obligation Bond Proceeds Checking*
  This account was established to hold bond proceeds as stipulated in the bond document. Funds are **strictly restricted** and governed by the bond covenants of the City of Bell General Obligation Bonds, Series 2007.

- *Worker's Compensation & Liability Checking*
  This account is a traditional checking account where deposits and warrants are transacted related with the city's worker's compensation and liability cases. The issuance of warrants are processed and managed by the Worker's compensation and Liability Third Party Administrator.

- *City of Bell Payroll Checking*
  This account is a traditional checking account where deposits, payroll checks, payroll direct deposits, payroll taxes and voluntary deductions payments are transacted related with the City's biweekly payroll.

- *Bell Community Housing Authority Checking*
  This account is a traditional checking account where deposits, city warrants, incoming and outgoing wires are transacted related with the operations of the Bell Community Housing Authority-owned mobile home parks and apartment units.

**PETTY CASH**

A cash fund maintained at each noted department. The cash is to fund small purchases. The responsible city staff must ensure that purchases are properly authorized by a supervisor or department head.

**LOCAL INVESTMENT AGENCY FUND ("LAIF")**

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

- *LAIF – Treasury General*
  This account is an account where the City transfers its excess cash to be invested and withdraws funds as needed for operational cash flows. The monies held in this account are part of the City's general and special revenue funds.

- *LAIF - CRA*
  This account is an account where the City transfers its excess cash to be invested and withdraws funds as needed for operational cash flows. The monies held in this account are part of the Bell Community Redevelopment Agency funds.

- *LAIF - SPA*
  This account is an account where the City transfers its excess cash to be invested and withdraws funds as needed for operational cash flows. The monies held in this account are part of the City's Surplus Property Authority funds. This account has been inactive for several years.

MUTUAL FUNDS

- *Wells Fargo Advantage Treasury Plus Service*
  This represents short-term investments. They consist of four (4) certificates of deposits. Monies are not accessible until the instruments mature. Typically, the term varies from 3-months or 6-months.

U.S. TREASURY OBLIGATIONS

- *1998 Certificates of Participation, 2003 Tax Allocation Refunding Bonds, 2005 Lease Revenue Refunding Bonds, and 2007 Taxable Lease Revenue Bonds*
  These funds are monies held by the bond trustee. They represent cash reserves established by bonds covenants to cover debt service payment in the event of default.

- *Sweep Account*
  This account is an overnight investment account. Monies are transfer in for investment purpose only. Cash from the City's general checking account is transferred so they City can earn some interest rather than leaving idle cash in the non-interest bearing general checking account. Based on cash flow needs, instruments are redeemed overnight if cash is needed in the general checking account.

**UNDERSTANDING THE DIFFERENT REPORTS**

| TREASURER'S REPORT | COMPREHENSIVE ANNUAL FINANCIAL REPORT (AUDIT) | BUDGET |
|---|---|---|
| Reports the cash and investment balances of the City and its component units – **One** element of the balance sheet. | Reports all City and its components units annual financial transactions. It reports revenues, expenditures, assets, liabilities, and fund balances. | Presents recommended revenues and expenditures. It outlines performance measures, goals, charts, graphs, and tables. |
| Preparation a few hours | Preparation: eight to ten weeks or more depending on the level of test and field work. | Preparation: depends on the size of the organization. Three to four months. |
| Source: bank statements | Source: multiple transaction Records. | Source: Department requests, public input, and public policy |

# City of Bell
# Agenda Report

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DATE: June 22, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Ana L. Gutierrez,
City Treasurer

SUBJECT: Consideration of Treasurer's Quarterly Report ending March 31, 2011

RECOMMENDATION:

It is recommended that the City Council approves the Treasurer's Quarterly Report ending March 31, 2011.

BACKGROUND

Presented is a summary of the Cash and Investments for the City of Bell, Bell Community Redevelopment Agency, Surplus Property Authority, Public Financing Authority, Bell Community Housing Authority, and Deposit Account.

CITY OF BELL
INVESTMENT REPORT
FOR THE MONTH ENDING March. 31, 2011

| Security Type/Issuer | Account Description | CUSIP | Maturity Date | Shares/Par Value | Book Value | Market Value | Market Yield | Percent Portfolio Value (Market) | Pricing Source/ Trustee |
|---|---|---|---|---|---|---|---|---|---|
| CASH | | | | | | | | | |
| City of Bell General Checking | City of Bell General Checking | N/A | | - | 103,687.00 | 103,687.00 | 0.00% | 0.294% | Wells Fargo |
| Bell CRA Checking | Bell CRA Checking | N/A | | - | 1,343,755.98 | 1,343,755.98 | 0.00% | 3.811% | Wells Fargo |
| Bell-Cudahy Cable TV JPA Checking | Bell-Cudahy Cable TV JPA Checking | N/A | | - | 86,517.23 | 86,517.23 | 0.00% | 0.245% | Wells Fargo |
| Bell Public Financing Authority Checking | 2006 Bond Anticipation Notes-PFA | N/A | | - | 7,955.66 | 7,955.66 | 0.05% | 0.023% | Wells Fargo |
| 2005 Bell CHA Project Fund Checking | 2005 Bell CHA Project Fund Checking | N/A | | - | 798,223.20 | 798,223.20 | 0.00% | 2.264% | Wells Fargo |
| 2007 G.O. Bond Proceeds Checking | 2007 G.O. Bond Proceeds Checking | N/A | | | 22,026,119.89 | 22,026,119.89 | 0.00% | 62.475% | Wells Fargo |
| Worker's Comp & Liability Checking | Worker's Comp & Liability Checking | N/A | | - | 43,701.88 | 43,701.88 | 0.00% | 0.124% | Wells Fargo |
| City of Bell Payroll Checking | City of Bell Payroll Checking | N/A | | - | 84,956.22 | 84,956.22 | 0.00% | 0.241% | Wells Fargo |
| B.C.H.A-Bell Community Housing Authority | B.C.H.A-Bell Community Housing Authority | N/A | | | 1,201,596.55 | 1,201,596.55 | 0.00% | 3.408% | |
| TOTAL CASH | | | | - | 25,696,513.61 | 25,696,513.61 | | 72.885% | |
| PETTY CASH | | | | | | | | | |
| City | N/A | N/A | | | 1,500.00 | 1,500.00 | 0.00% | 0.004% | |
| Community Center | | N/A | | | 1,500.00 | 1,500.00 | 0.00% | 0.004% | |
| Skate Park | | N/A | | | 1,500.00 | 1,500.00 | 0.00% | 0.004% | |
| Vending | | N/A | | | 854.00 | 854.00 | 0.00% | 0.002% | |
| Neighborhood Watch | | N/A | | | 100.00 | 100.00 | 0.00% | 0.000% | |
| TOTAL PETTY CASH | | | | - | 5,454.00 | 5,454.00 | | 0.015% | |
| LAI | | | | | | | | | |
| LAIF - Treasury General | City of Bell LAIF | N/A | | - | 1,476,831.32 | 1,476,831.32 | 0.60% | 4.189% | LAIF |
| LAIF - Treasury CRA | Bell CRA LAIF | N/A | | - | 1,433,283.34 | 1,433,283.34 | 0.60% | 4.065% | LAIF |
| LAIF - Treasury SPA | Surplus Property Authority LAIF | N/A | | - | 1,764.60 | 1,764.60 | 0.60% | 0.005% | LAIF |
| TOTAL LAIF | | | | - | 2,911,879.26 | 2,911,879.26 | | 8.259% | |
| MUTUAL FUNDS | | | | | | | | | |
| Wells Fargo Advantage Treasury Plus Service | City of Bell Investments | 136332 | | 438,610.71 | 438,610.71 | 438,610.71 | 0.01% | 0.010% | Wells Fargo |
| TOTAL MUTUAL FUNDS | | | | 438,610.71 | 438,610.71 | 438,610.71 | | 1.244% | |

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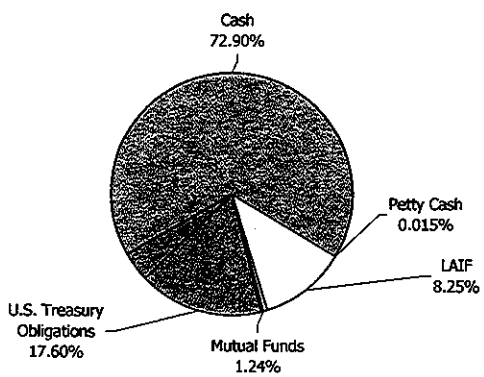
CITY OF BELL
INVESTMENT REPORT
FOR THE MONTH ENDING March. 31, 2011

| Security Type/Issuer | Account Description | CUSIP | Maturity Date | Shares/Par Value | Book Value | Market Value | Market Yield | Percent Portfolio Value (Market) | Pricing Source/ Trustee |
|---|---|---|---|---|---|---|---|---|---|
| U.S. TREASURY OBLIGATIONS | | | | | | | | | |
| First American Treasury Obligation Fund Class D | 1998 Certificates of Participation | 31846V302 | | 212,787.50 | 212,787.50 | 212,787.50 | 0.00% | 0.604% | U.S. Bank |
| First American Government Obligation Fund Class D | 2003 Tax Allocation Refunding Bonds | 31846V401 | | 585,334.38 | 585,334.38 | 585,334.38 | 0.00% | 1.660% | U.S. Bank |
| First American Government Obligation Fund Class D | 2003 Tax Allocation Refunding Bonds | 31846V401 | | 2,040,118.76 | 2,040,118.76 | 2,040,118.76 | 0.00% | 5.787% | U.S. Bank |
| First American Treasury Obligation Fund Class D | 2005 Lease Revenue Refunding Bonds | 31846V302 | | 455,191.25 | 455,191.25 | 455,191.25 | 0.00% | 1.291% | U.S. Bank |
| First American Treasury Obligation Fund Class D | 2007 Taxable Lease Revenue Bonds | 31846V302 | | 1.00 | 1.00 | 1.00 | 0.00% | 0.000% | U.S. Bank |
| First American Treasury Obligation Fund Class D | 2007 Taxable Lease Revenue Bonds | 31846V302 | | 1,989.57 | 1,989.57 | 1,989.57 | 0.00% | 0.006% | U.S. Bank |
| Wells Fargo Advantage Treasury Plus | City of Bell Sweep | 94975H320 | | 2,908,250.24 | 2,908,250.24 | 2,908,250.24 | 0.01% | 8.249% | Wells Fargo |
| TOTAL U.S. TREASURY OBLIGATIONS | | | | 6,203,672.70 | 6,203,672.70 | 6,203,672.70 | | 17.596% | |
| TOTAL | | | | 6,642,283.41 | 35,256,130.28 | 35,256,130.28 | | 100.000% | |

**INVESTMENT BY SECURITY TYPE**




I CERTIFY THAT THIS REPORT REFLECTS THE CITY OF BELL'S INVESTMENT PORTFOLIO AND THAT THE INVESTMENTS ARE IN CONFORMITY WITH THE INVESTMENT POLICY OF THE CITY OF BELL. A COPY OF THE INVESTMENT POLICY IS AVAILABLE AT THE OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER

SIGNED
Ana Gutierrez, City Treasurer

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# City of Bell
# Agenda Report

Date: June 22, 2011

To: Mayor and Members of the City Council

From: Pedro Carrillo
Interim Chief Administrative Officrer

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

## SUMMARY

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

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

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

## BACKGROUND

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

## METHODOLOGY

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

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

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

**PRELIMINARY FINDINGS**

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

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

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

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

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

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

# Proposed Contract

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

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

## 1. APPOINTMENT

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

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

## 2. SCOPE OF WORK AND DUTIES

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

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

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

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

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

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

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

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

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

(ix) Supervise outside legal services, if any.

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

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

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

## 3. CITY DUTIES

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

## 4. PERSONNEL

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

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

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

## 5. COMPENSATION

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

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

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

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

## 6. BOND OR FINANCIAL SERVICES

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

## 7. COSTS AND OTHER CHARGES

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

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

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

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

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

## 8. STATEMENTS AND PAYMENT

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

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

The bill shall be submitted to:

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

## 9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

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

## 10. INDEPENDENT CONTRACTOR

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

## 11. INSURANCE

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

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

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

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

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

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

## 12. INDEMNIFICATION

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

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

(i)

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

## 13. NOTICES

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

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

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

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

## 14. NON-DISCRIMINATION

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

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

## 15. TERM, DISCHARGE AND WITHDRAWAL

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

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

## 16. CONFLICTS

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

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

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

## 17. INTERPRETATION OF AGREEMENT AND FORUM

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

## 18. INTEGRATED AGREEMENT; AMENDMENT

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

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

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

Dated: June ___, 2011

"CITY"
CITY OF BELL, a municipal corporation

By: _____
Ali Saleh, Mayor

ATTEST:

_____
City Clerk

Dated: June ___, 2011

"ALESHIRE & WYNDER, LLP"

By: _____
David J. Aleshire, Esq.

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

## 19. LICENSE REQUIREMENTS

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

## 20. CONFIDENTIALITY AND DISCLOSURE

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

## 21. RECORDS AND DOCUMENTATION

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

## 22. ASSIGNMENTS AND SUCCESSORS IN INTEREST

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

## 23. NO THIRD PARTY BENEFICIARY

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

## 24. CORPORATE AUTHORITY

# EXHIBIT "A"
# FEE ARRANGEMENT

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

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

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

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

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

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

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

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

## EXHIBIT "B"
## STATEMENT OF BILLING PRACTICES

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

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

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

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

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

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

1663219.2

# Reference Check List

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

1. When did Aleshire & Wynder work for your city? Could you confirm the starting date and the ending date of their employ with the City?

2. If they previously served as City Attorney, why did they leave?

3. Can you speak to their work ethic? Where there issues with tardiness or scheduling? Were there any issues you are aware of that impacted the firm's job performance?

4. Did the legal team get along well with management and the City Council?

5. How would you rate the firm's ability to handle conflict? How about pressure? Stress?

6. Did you evaluate the firm's performance? Can you speak to their strong and weak points? What was noted as needing improvement during this performance review?

7. What was their biggest accomplishment while working for your company?

8. Would you rehire them if the opportunity arose?

9. Can you describe the firm's experience, working as a member of a team?

10. Is there anything I haven't asked that you would like to share with me?

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

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

# CITY OF BELL

June 13, 2011

Vijay Singhal
Chief Executive Officer
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA91706

**RE: REFERENCE CHECK LIST**

Dear Mr. Singhal:

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

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

Thank you in advance for your time and attention.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

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

# CITY OF BELL

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

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Takata:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

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

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

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Egan:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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6330 Pine Avenue
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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

Cliff Graves
Interim City Manager
City of Carson
701 E. Carson St.
Carson, CA90745

**RE: REFERENCE CHECK LIST**

Dear Mr. Graves:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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Ana María Quintana - *Councilwoman*
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# CITY OF BELL

June 13, 2011

John Bohorski
City Manager
City of Cypress
5275 Orange Avenue
Cypress, CA90630

**RE: REFERENCE CHECK LIST**

Dear Mr. Bohorski:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

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Ali Saleh - *Mayor*
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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Podegracz:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Benudiz:

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

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

Thank you in advance for your time and attention.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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Nestor E. Valencia - *Councilman*

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

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Mandoki:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

Laurel Barcelona
Chief Administrative Officer
City of Lompoc
100 Civic Center Plaza
Lompoc, CA93436

**RE: REFERENCE CHECK LIST**

Dear Ms. Barcelona:

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

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

Thank you in advance for your time and attention.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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Ana María Quintana - *Councilwoman*
Nestor E. Valencia - *Councilman*

# CITY OF BELL

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

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Haley:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

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

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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Belmudez:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

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

# CITY OF BELL

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

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Farfsing:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Ms. Bragdon:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

Ali Saleh - *Mayor*
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Ana María Quintana - *Councilwoman*
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(323) 771-9473 fax

# CITY OF BELL

June 13, 2011

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

**RE: REFERENCE CHECK LIST**

Dear Mr. Nuami:

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

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

Thank you in advance for your time and attention.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Attachment

# Conflicts Correspondence

# CITY OF BELL

June 17, 2011

Via Email & U.S. Mail

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

Dear Mr. Aleshire:

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

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

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

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

Very truly yours,

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: City of Bell Legal Selection Ad Hoc Committee

# City of Bell
# Agenda Report

---

DATE: July 13, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: DISCUSSION AND CONSIDERATION OF TRANSPORTATION/PARA-TRANSIT SERVICES WITH THE OLDTIMERS FOUNDATION

DISCUSSION

As you already know, in order for the City of Bell to comply with its reimbursement for transit services obligations, the Council needed to consider and affirm a contract with the Oldtimers Foundation ("OTF") for para-transit services.

The contract provides for the purchase of three (3) motor vehicles to be used for transporting Bell residents as a part of the City's Dial-A-Ride services. The City contributed $90,000 from a Metropolitan Transportation Authority grant and the OTF contributed $62,215.94. The City retained ownership and title for the three vehicles.

Resolution 2011-08 affirmed the contract and directed the Interim Chief Administrative Officer to terminate the June 29, 2010, agreement with the OTF and as documented in the State Controllers Audit, with regard to sole sourcing and the lack of best practices with the previous administration. In order to ensure compliance with the Charter, under the Council's action through Resolution 2011-08, the ICAO was directed to prepare and issue a Request for Proposals ("RFP") for Para Transit services.

Immediately after the City Council directive, as authorized through Resolution 2011-08, Mayor Ali Saleh ordered an extensive review of the information that the City of Bell residents provided, specific to accusations that the OTF had not repaid loans issued from the City of Bell to the OTF and that the City of Bell had provided several thousands of dollars of public funds to the OTF.

After several weeks of consulting with the Metropolitan Transit Authority ("METRO"), the City of Bell Finance Department, the City Attorney's office and the Bell City Clerk's office, it was determined that the OTF had received a loan and had re-paid the City of Bell "in full." Additionally, the Interim Administration affirmed, through METRO, that the City of Bell only served as a "pass-through" for the METRO City of Bell Vehicle Replacement Project. Further, it was discovered that the practice was not uncommon and that the METRO Board had fully authorized the City of Bell and the OTF to enter into the agreement.

The City of Bell issued a letter on May 17, 2011 advising the OTF of the City of Bell's action and intent to terminate all contracts with the OTF.

On June 24, 2011 the City of Bell as well as the Interim Chief Administrative Officer's personal cell phone received approximately 40 phone calls from irate constituents, blaming the City of Bell for discontinuing their services. As a result, the Interim Chief Administrative Officer, forestalled distribution of the RFP to address the concerns and to provide for a smooth transition to an alternative transportation service for the City of Bell.

The action of June 24, 2011 prompted a telephone call with Ms. Irene Muro, OTF's Interim Executive Director. As documented in the attachments, this action prompted several communications that ended in making certain that the City of Bell and the OTF either agree to a "month to month" until such a date that the City Council selects an option via the RFP process or that the City Council immediately direct the Interim CAO to vet all regional options and consult with METRO and the proper authorities to begin an alternative program and a smooth transition.

FISCAL IMPACT:

The City may realize economic savings by awarding a competitively bid contract to the lowest responsible bidder. In addition, the savings may allow the City of Bell an opportunity to better utilize Proposition A funding and comply with grant guidelines (best practices).

RECOMMENDATION:

The Interim Administration is recommending that the City Council discuss the current transportation situation and provide direction to the iCAO to either proceed with the OTF on a "month to month" basis until such a date that the City Council selects an option via the RFP process or that the City Council immediately direct the Interim CAO to vet all regional options and consult with METRO and the proper authorities to begin an alternative program and a smooth transition without jeopardizing Proposition A funding.

ATTACHMENTS

A. Correspondence between the City of Bell and the OTF
B. Correspondence between the OTF and the City of Bell
C. MOU for Prop. A Incentive Reserve Fund Vehicle Replacement Projects
D. Amendment No. 1 – City of Bell and the OTF

# CITY OF BELL

May 17, 2011

Oldtimers Foundation
C/O Ms. Irene Muro
3355 E. Gage Avenue
Huntington Park, CA 90255

**RE: TERMINATION OF ALL CONTRACTS WITH THE OLDTIMERS FOUNDATION**

Dear Ms. Muro:

The purpose of this letter is to notify the Oldtimers Foundation that the City of Bell City Council took action on April 20, 2011 to terminate all agreements relevant to para-transit services and the Joint Purchase Agreement for the provision of three (3) motor vehicles from Creative Bus Sales. The termination of all agreements with the Oldtimers Foundation shall be effective as of July 1, 2011 at 12:01 a.m.

To ensure fiscal accountability and the proper management of the City's contract opportunities, the City Council directed me to prepare and issue a Request for Proposals for para-transit services.

Enclosed for your records please find a certified copy of the resolution adopted by the City Council.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Enclosure: (Resolution No. 2011-08)

CC: Mayor and Members of the City Council
Interim City Attorney, James M. Casso

6330 Pine Avenue Bell, California 90201 • Ph: (323) 588-6211 • Fax: (323) 771-9473

# City of Bell

**CERTIFICATE OF THE CLERK**

STATE OF CALIFORNIA )
)ss
COUNTY OF LOS ANGELES )

I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Resolution No. 2011-08** is file in the official records of the City of Bell, California.

Date: May 17, 2011

Witness my hand and official seal.

Rebecca Valdez, CMC
City Clerk

OFFICIAL SEAL
REBECCA VALDEZ, CMC
CITY CLERK
BELL, CALIFORNIA

RESOLUTION NO. 2011-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AFFIRMING THE CONTRACT FOR PARA-TRANSIT SERVICES WITH THE OLDTIMERS FOUNDATION AND DIRECTING THE INTERIM CHIEF ADMINISTRATIVE OFFICER TO TERMINATE ALL CONTRACTS WITH THE OLDTIMERS FOUNDATION EFFECTIVE ON JULY 1, 2011, AND TO ISSUE A REQUEST FOR PROPOSALS FOR PARA-TRANSIT SERVICES**

**WHEREAS,** the City of Bell ("City" or "Bell") on March 13, 1996, entered into a contract with the Oldtimers Foundation, a non-profit public benefit corporation ("OTF") for para-transit services; and

**WHEREAS,** over the past 15 years, the City and the OTF have apparently entered into various addenda and other agreements for para-transit services related to the 1996 agreement and for other services, including Community Development Block Grant Technical Assistance and Programmatic Compliance and Reporting Services; and

**WHEREAS,** on June 29, 2010, the City and the OTF evidently entered into a Joint Purchase Agreement for the provision of three (3) motor vehicles from Creative Bus Sales for the purpose of having the OTF provide Bell residents with Dial a Ride service. Under that agreement the total purchase price for the vehicles was $152,215.94. The City applied for, received and contributed a $90,000.00 grant from the Los Angeles Metropolitan Transportation Authority and the OTF contributed $62,215.94 for the purchase of the three (3) vehicles; and

**WHEREAS,** the June 2010 agreement provides that the City retains ownership of and title to the vehicles and that the "agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days' prior written notice"; and

**WHEREAS,** to ensure fiscal accountability and management of the City's contract opportunities in an open and transparent manner, it is in the City's best interests to prepare and issue a Request for Proposal for para-transit services for Bell residents.

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

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

Section 2. The June 29, 2010 agreement between the City and the OTF is hereby affirmed.

Section 3. The Interim Chief Administrative Officer is hereby directed to provide written notice of termination of the June 29, 2010 agreement, and any and all other addenda or agreements for services with the OTF, in accordance with the notice provisions as set forth in the agreements and that the termination of all agreements with OTF shall be effective as of July 1, 2011 at 12:01 a.m.

Section 4. The Interim Chief Administrative Officer is hereby directed to prepare and issue a Request for Proposals for para-transit services and to report to the City Council with the names of qualified applicants on or before June 20, 2011.

Section 5. This Resolution shall take effect immediately and the City Clerk shall certify to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 20th day of April 2011.

Ali Saleh
MAYOR

ATTEST:

Rebecca Valdez, CMC
CITY CLERK

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, do hereby certify that the above Resolution No. 2011-08 was duly adopted by the City Council of the City of Bell at a special meeting thereof, held on the 20th day of April, 2011, and the same was adopted by the following vote:

AYES: Councilmember Alvarez, Quintana, Valencia, Vice Mayor Harber and Mayor Saleh

NOES: None

ABSTAIN: None

ABSENT: None

Rebecca Valdez, CMC
CITY CLERK

1631471.1

# CITY OF BELL

June 27, 2011

Oldtimers Foundation
Ms. Irene Muro, Executive Director
3355 E. Gage Ave.
Huntington Park, CA 90255

**RE: OFFICIAL NOTICE TO DISCONTINUE SERVICES**

Dear Ms. Muro:

This letter memorializes our conversation on Friday June 24, 2011, during which you mentioned that you were disappointed in our level of communication and that you and your Board of Directors had made a "business decision" to discontinue all services in the City of Bell (City). You also stated that you would not consider a "Month to Month" opportunity and expressed your frustration with your current billing situation.

Please be advised that we will make the necessary adjustments to your billing, based on your public notice (see attached flyer) which states, "you will only make medical trips from June 27 – June 30, 2011." As a courtesy to you, please be advised that we will notify the MTA and Regional Coordinated Programs and make certain that our residents have a viable mode of transportation available to them on July 01, 2011.

Finally, as you are well aware, certain vehicles that the OldTimers Foundation has used in the City of Bell are the property of the City. As such, please contact me at your earliest convenience to discuss the return of those vehicles pursuant to the contractual agreement between the City of Bell and the Oldtimers Foundation.

Once again, thank you very much for your time.

Sincerely,

Pedro Carrillo

PEDRO CARRILLO
Interim Chief Administrative Officer

Enclosure
Cc: City of Bell, Mayor and Members of the City Council

# Dear City of Bell Customer

***Oldtimers Foundation*** thanks you for your support and loyal patronage throughout the years. Sadly, our Dial-A-Ride service for the City of Bell is ending.

- Our last day of service is Thursday, June 30, 2011.
- During the last week of service we will only provide medical trips. Monday, June 27 to Thursday, June 30
- Our Dial-A-Ride drivers and staff thank you and will miss you.
    - Drivers: Olga, Laura, Marco, Celia, Jose, and Cynthia
    - Dispatch: Alma, Steve, Oscar, Iveth, Ileana, and Carmen
    - Office: Pattie, Alva, and Ben
- Please call our Dispatch office if you wish to give us support in staying in the City of Bell.
- If you have questions regarding future transportation in the City of Bell, please use the City's number (323) 588-6211.

# CITY OF BELL

June 28, 2011

Oldtimers Foundation
Ms. Irene Muro, Executive Director
3355 E. Gage Ave.
Huntington Park, CA 90255

**RE: OFFICIAL NOTICE TO DISCONTINUE SERVICES**

Dear Ms. Muro:

This letter memorializes our conversation of Tuesday June 28, 2011 at approximately 8:45AM, during which you mentioned that you did not agree with my recollection of our conversation on Friday June 24, 2011. This morning you indicated that the Oldtimers Foundation is open to considering a "Month to Month" opportunity until the City of Bell finalizes their RPF process for transportation services.

Further, you clarified that the Oldtimers Foundation is in fact, interested in a professional transition and that you are willing to serve the City of Bell until such a time that the City of Bell City Council decides otherwise.

Given your comments and commitment, and recognizing the concerns raised by a member of the City Council, I will be presenting a thorough staff report with options for the City Council to consider at the next regularly scheduled City Council meeting, June 13, 2011. The staff report will be inclusive of the RFP update, MTA directive and staff recommendations, along with fiscal impact.

By way of the this communication, I am advising you as a courtesy, that I will not be implementing the MTA suggested alternative for replacement of the our transportation program, on July 01, 2011, until such time that the City of Bell City Council reviews and has an opportunity to discuss.

Finally, as you are well aware, certain vehicles that the Oldtimers Foundation has used in the City of Bell are the property of the City and we should have a discussion on that matter, at your earliest convenience.

Once again, thank you very much for your time.

Sincerely,

PEDRO CARRILLO
Interim Chief Administrative Officer

Cc: City of Bell, Mayor and Members of the City Council

6330 Pine Avenue Bell, California 90201 • Ph: (323) 588-6211 • Fax: (323) 771-9473

**OLDTIMERS FOUNDATION**
(Founded 1964)

*A Charitable and Educational Foundation*
*Serving the Needs of Senior Citizens:*
*- Congregate Meals*
*- Home Delivered Meals*
*- Transportation*
*- Support Services*

June 28, 2011

Mr. Pedro Carrillo
Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, CA 90201

**RE: Response to Notices for Discontinuation of** Services

Dear Mr. Carrillo:

We are in receipt of your letters dated June 24, 2011, and June 28, 2011, regarding the discontinuation of Oldtimers Foundation's (Oldtimers) services in the City of Bell (City).

As a follow-up to our conversation from this morning and to affirm our commitment to ensure the most seamless transition occurs for the residents of Bell who depend on the transportation we provide, by means of this letter we wish to confirm that we are open to negotiating a month-to-month contract for transportation services past the June 30, 2011, contract termination date.

Your request from this morning was for Oldtimers to agree to a contract extension through July 13, 2011, in order to provide you time to put together your staff report and to get approval from Council for the transition plan you would like to implement. However, understanding that effective service planning and conducting of a thorough RFP process may exceed the two week time frame in question, should the Council approve, we are open to operating under a month-to-month contract until the date when a service provider is selected by Council and a full transition can occur.

Please be advised that immediately following our conversation on Friday morning, June 24, 2011, we ceased to distribute any further notices to Bell passengers regarding the termination of our service. Furthermore, the transportation services being provided were not scaled back in anticipation of the contract termination and will remain in full effect throughout the current contract term. Should you choose to alter the invoicing provided through the June 30, 2011, in any form, we respectfully request that due diligence be afforded to us in order to remedy the adjustments being proposed.

Per our conversation this morning, we understand that you have been in contact with the office of Congresswoman Lucille Roybal Allard and the MTA regarding the transportation transition plan you are seeking to implement. Please be advised that we have been in communication with the MTA as well, not only with regard to the vehicles that we currently operate for the City, but also with regard to how the decision to terminate the contract that Oldtimers holds will impact the larger Coordinated Program



The Family Center • 3355 East Gage Ave. • Huntington Park, CA 90255 • Tel: (323) 582-6090 • Fax: (323) 582-5957

that operates under an MOU held mutually with the cities of Huntington Park and South Gate. With regard to the vehicles, in order for the City to not lose the funding that was provided through the grant award by the MTA during the 2008 Mini-Call cycle, Oldtimers provided the match for the vehicle purchase through a note currently secured by the vehicles. The decision to do this was made after being advised by Ms. Lourdes Garcia that the City did not have the funds to provide the match and had no interest in the vehicles at the time vehicles were need to be purchased in order to meet the grant deadline. Please inform us of how the City would like to resolve this aspect of the termination of the Agreement and the outstanding note.

With regard to the Coordinated Transportation Program, as the transportation operator for the cities of Huntington Park and South Gate for this program, we ask for your disclosure of the conversations you have had with the MTA, specifically as to whether the "MTA suggested alternative for replacement" of the City's transportation program includes the plan for either continuance or abandonment of the City's share in the Coordinated Program. Our ultimate goal here is to ensure that the City of Bell does not jeopardize its role in the Coordinated Program and subsequently forfeit monies that can be used for provision of transportation services in the transition.

In closing, be assured that Oldtimers' intent is and has always been to be professional in our dealings with the various cities that we contract with and with the residents of those cities that we service on a daily basis. You have our commitment to work hand in hand with you and the City Council in implementing the transition plan that will ultimately be followed for provision of transportation services to the residents of Bell.

If you have any questions or require additional information, please do not hesitate to contact me via email at irene.muro@gmail.com or by cell at (562) 455-6005.

Sincerely,

Irene Muro
Interim Chief Executive Officer

Cc: Mayor and City Council Members
Mr. James Casso, City Attorney

MOU.PAIMCBEL

# MEMORANDUM OF UNDERSTANDING FOR PROPOSITION A INCENTIVE RESERVE FUND VEHICLE REPLACEMENT PROJECTS

This Memorandum of Understanding (MOU) is entered into between the Los Angeles County Metropolitan Transportation Authority ("Metro") and the City of Bell (the "Grantee") on this date of September 10, 2007, for the FY 2008 City of Bell Vehicle Replacement Project.

WHEREAS, the METRO Board of Directors, at its June 28, 2007 meeting, approved the programming of $14 million in Proposition A Incentive reserve funds from the Fiscal year 2008 Mini Call for Locally Funded Transit Operator Vehicle Replacement Projects; and,

WHEREAS, the FY 2008 City of Bell Vehicle Replacement Project provides that Grantee will purchase 3 Dial-A-Ride replacement vehicle(s) as more particularly described in Attachment A hereto (the "Project"); and,

WHEREAS, Metro Board approved $90,000 in funding (the "Funds") to the Grantee as the maximum allowable grant from Metro for the Project; and,

WHEREAS, the total cost for the Project described in Attachment "B" hereto is $120,000 ("Project Cost"); and,

WHEREAS, the Grantee has agreed to provide the required local match ("Match") and any additional funding required to complete the Project as described in Attachment B.

NOW THEREFORE, the parties hereby agree as follows:

## 1. CONDITIONS

1.1 The Grantee shall use the Funds, as described below, to complete the Project as described in the Scope of Work attached as Attachment A. Any underruns to the Project Cost shall be apportioned between Metro and Project Sponsor in the same percentage as indicated in the Project Budget in Attachment B. The Funds, as granted under this MOU, can only be used towards the completion of this Scope of Work. The Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU.

1.2 The Grantee shall use the Funds in accordance with the Project Budget indicated in Attachment B. The Project Budget shows the total programmed Budget for the Project, including the Funds granted by Metro and the Grantee's Funding Commitment (Match).

1.3 The Grantee shall contribute $30,000 as the amount of Match as specified in Attachment B.

1.4 The Grantee will prepare and submit to the METRO a Request for Reimbursement for actual allowable Project costs incurred and paid for by the Grantee consistent with the Scope of Work. Advance payments by the Metro are not allowed. Each Request for Reimbursement shall indicate the total Project costs, the Local match contribution and Metro's share of which Metro will only pay up to the amount specified in Attachment B as Metro's share.

1.5 Grantee's Request for Reimbursement shall include copies of invoices between Grantee and vendor(s), and shall indicate each vehicle's individual cost, plus specifications for each vehicle, to include at a minimum each vehicle's manufacturer, year, model #, VIN number, seating capacity, fuel type, gross vehicle weight, etc. Grantee shall also furnish Metro with a photo of each newly acquired vehicle.

1.6 This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of Metro.

1.7 The term of this MOU shall commence upon the date first referenced above. If not terminated earlier, the last expenditure date under this MOU is June 30, 2010. Grantee must submit final invoice to Metro within sixty days of the last expenditure date.

1.8 The Grantee shall be subject to and shall comply with all applicable requirements of the Metro regarding Project reporting. The Grantee shall use the MOU number MOU.PAIMCBEL on all correspondence.

1.9 Unless written notification is otherwise provided by METRO, the effective date and start date of reimbursable activities is the June 28, 2007 Board approval date. Actual reimbursement of eligible costs cannot occur until the METRO and the Grantee execute this agreement.

## 2. TRANSFER OF FUNDS

2.1 Metro shall reimburse the Grantee up to a maximum amount of $90,000 as specified in Attachment B (the "Funds") for the Project subject to the terms and conditions contained herein.

2.2 METRO shall transfer the Funds to the Grantee on reimbursement basis only. No advance of Funds shall be allowed.

2.3 The Grantee is responsible for all cost overruns incurred as a result of this Project. Under no circumstances will the total amount of money that the METRO reimburses the Grantee exceed the amount of the Funds committed by Metro, on a vehicle by vehicle basis.

2.4 METRO shall not be responsible to provide any funding in the event the Grant is withdrawn, recalled or not appropriated for any reason. In the event the Grant is closed, the Grantee will reimburse Metro any Funds paid by Metro.

2.5 All invoices and correspondence to Metro shall be addressed to:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attn: Armineh Saint, MS: 99-23-03

2.6 Payments and notices to the Grantee shall be addressed to:

City of Bell
6330 Pine Avenue
Bell, CA 90201

Attention: Annette Peretz

## 3. PENALTIES

3.1 The METRO reserves the right to terminate this MOU and withhold all payments of Funds in the event of Grantee's breach or default of any term or condition contained in this MOU.

## 4. AUDIT REQUIREMENT

4.1 METRO shall have the right to conduct a financial and compliance audit(s) of the Project. Grantee agrees to establish and maintain proper accounting and procurement procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). The Grantee shall reimburse METRO for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this MOU.

4.2 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices, and any other supporting evidence deemed necessary by the METRO to substantiate charges related to the project (all collectively referred to as "records") shall be open for inspection and subject to audit and reproduction by the METRO auditors or authorized representatives to the extent deemed necessary by the METRO to adequately permit evaluation of expended costs. Such records subject to audit shall include, without limitation, those records deemed necessary by the METRO to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project.

4.3 Grantee shall cause all contractors to comply with the requirements of Paragraph 4.1 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to the METRO records which shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices and any other supporting evidence deemed necessary by the METRO auditors or authorized representatives related to the Project.

## 5. MISCELLANEOUS

5.1 California law shall govern this MOU. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way; unless any of the stated purposes of the MOU would be defeated.

5.2 The Grantee shall not assign this MOU, or any part thereof, without written consent and prior approval of the Metro Chief Executive Officer or designee, and any assignment without said consent shall be void and unenforceable.

5.3 This MOU, constitutes the entire understanding between parties, with respect subject matter herein. This MOU shall not be amended, nor any provision or breach hereof waived except in writing signed by the parties.

5.4 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

5.5 Neither the Metro nor any officer or employee thereof shall be responsible for any damage or liability occurring with any work performed by and or service provided by Grantee, its officers, agents employees, contractors and subcontractors under this MOU. Grantee shall fully indemnify, defend and hold the Metro, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising of the Project, including, without limitations, (i) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of the Grantee's obligations under this MOU; or (iii) any act or omission of the Grantee, or its officers, agents, employees, contractors or subcontractors in the use of the vehicles, performance of the work or the provision of the services, included, without limitation, the Scope of Work, described in this MOU.

5.6 Grantee in the performance of the work required by this MOU is an independent contractor and not an agent or employee of the Metro. Grantee shall not represent itself as an agent or employee of the Metro and shall have no powers to bind the Metro in contract or otherwise.

5.7 The Grantee shall retain all original records and documents related to the work herein for a period of thirty six (36) months after the grant closeout.

5.8 The Grantee shall ensure that each new vehicle is placed on the same route/service as the vehicle it is replacing. Grantee may lend vehicle(s) to contractor or operator to perform the services for the Grantee as needed; however, Grantee must retain title and ownership of such vehicle(s) at all times.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

METRO:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ 11-9-07
Roger Snoble — Date
Chief Executive Officer

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: _____ 10/22/07
Deputy — Date

GRANTEE:

City of Bell

By: _____
Date

APPROVED AS TO FORM (OPTIONAL):

# ATTACHMENT A - SCOPE OF WORK

## FY2008 Mini Call - Vehicle Replacement Program

### CITY OF BELL

| Existing Vehicle To Be Replaced | | | | | Approved Replacement Type** |
|---|---|---|---|---|---|
| Mode | Type | Year | Make and Model | Last 6-Digit VIN | |
| DR | 4 | 1997 | Pontiac Transport | 136506 | 5 |
| DR | 5 | 2001 | Ford E350 | B10960 | 123 |
| DR | 5 | 2001 | Ford E350 | B10861 | 123 |
| Total Dial-A-Ride Vehicles: 3 | | | | | |

**Approved replacement vehicles shall meet the following minimum specifications:

| Type | Description | Gross Weight | Length | Seating Capacity | Useful Years | Useful Miles |
|---|---|---|---|---|---|---|
| "12" | EZ Rider | 27,580 | 30 | 29 | 12 | 500,000 |
| 123 | Cutaway | 4,340 | 15 | 6 | 4 | 100,000 |
| 4 | Minivan | 2,280 | 10 | 4 | 4 | 100,000 |
| 5 | Raised Roof | 5,800 | 14 | 7 | 5 | 120,000 |
| 7 | Aero Elite | 11,566 | 22 | 18 | 7 | 200,000 |
| 8 | MST II | 27,000 | 30 | 28 | 10 | 350,000 |
| 8a | T-Mark | 29,000 | 25 | 22 | 10 | 350,000 |

# ATTACHMENT B - PROJECT BUDGET

## FY2008 Mini Call - Vehicle Replacement Program

### CITY OF BELL

| Last 6-Digit VIN of Vehicle to Be Replaced | Approved Replacement Vehicle | | Estimated Project Cost | Grantee's Share | Metro's Share |
|---|---|---|---|---|---|
| | Type | Description | | | |
| B10960 | 123 | Cutaway | $40,000 | $10,000 | $30,000 |
| B10861 | 123 | Cutaway | $40,000 | $10,000 | $30,000 |
| 136506 | 5 | Raised Roof | $40,000 | $10,000 | $30,000 |
| | | Total | $120,000 | $30,000 | $90,000 |

**AMENDMENT NO. 1**

# JOINT PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF BELL AND OLDTIMERS FOUNDATION

This Amendment No. 1 is made and entered into effective as of July 13, 2011 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Oldtimers Foundation, a California non-profit public benefit corporation (the "OTF"). The City and the OTF are hereinafter collectively referred to as "Parties".

## RECITALS

A. On the 29th day of June 2010, a Joint Purchase Agreement by and between the City of Bell and Oldtimers Foundation, hereinafter referred to as "Agreement," was executed between the City and OTF for the provision of transit services, including dial-a-ride services.

B. On May 17, 2011, the City, in writing, notified OTF that the Agreement was being terminated in accordance with the terms of the Agreement.

C. On June 27, 2011 and on June 28, 2011, the City, in writing, sent letters to OTF regarding the termination of services.

D. On June 28, 2011, OTF, in writing, notified the City that it would agree to extend the Agreement through July 13, 2011 and then, after the City's Council approval this Amendment No. 1 to the Agreement would provide transit services on a month to month basis.

E. City and OTF desire to enter into Amendment No. 1, to amend the term of the Agreement as set forth below.

## AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The PARTIES agree to amend the AGREEMENT as follows:

1. Section 4, "Term of Agreement," is amended to read in its entirety as follows:

   The term of the Agreement shall begin on July 14, 2011, on a month to month basis, e.g., July 14 2011 through and including August 13, 2011, until terminated in accordance with Section 7 of the Agreement.

2. Remaining Portions of the Agreement: Except as otherwise expressly set forth in this Amendment No. 1, all other provisions of the Agreement remain unchanged and in full force and effect between the City and the OTF.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to the Agreement to be executed the day and year first written above.

**OLDTIMERS FOUNDATION:**

By _____

Name_____

Title_____

**CITY:**

**CITY OF BELL**

_____
Ali Saleh, Mayor

**ATTEST:**

_____
Rebecca Valdez, City Clerk

**APPROVED AS TO FORM:**

_____
James M. Casso, Interim City Attorney1672941.2

1672941.1

# City Of Bell
# Agenda Report

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DATE: July 13, 2011

TO: Mayor and Council Members

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: Approval of Agreement with Medina Construction for Interim General Maintenance and Construction Services

**Background:**

In October 2010, the State Controller's Office audited the Gas Tax Fund, Proposition 1B, and Traffic Congestion Relief Fund for the period of July 1, 2007 through June 30, 2010. The report issued several findings and recommendations. Finding No 2 disclosed unsupported costs for general maintenance charges. The State Controller recommended that the City should have an approved written contract for these services and that solicitation of these services should be sought through a formal bidding process, as "best practices" require. Therefore, the City continues to work diligently to implement corrective actions to bring the City of Bell into full compliance, as recommended by various audits.

The City has received a proposal from Luis Medina, DBA Medina Construction ("Medina") to provide interim general maintenance and construction services. Medina is currently providing the City with these services as our Public Works department has no permanent employees.

**Discussion:**

As a result of the findings and issues identified, the interim Chief Administrative Officer extended the existing general maintenance and construction services agreement on an interim basis to avoid interruption of mandated public works services. The iCAO has been introducing the consideration and approval of this contract for the last six months. Due to the lack of operating and functional council and court order restrictions, the contract was not considered by the former City Council. The proposed contract for interim general maintenance and construction services is being resubmitted for your consideration and approval.

Under the terms of the proposed professional services agreement, Medina will serve as the City's interim general maintenance and construction provider for the City's Public Works division, and will be paid pursuant to Section 11 titled "Compensation" at a monthly fee of $18,000 for a maximum of 400 hours per month, and any excess shall be billed at the hourly rate of $55.00 per hour for laborer services and $75.00 per hour for supervisory services.

Pursuant to the terms of the proposed scope of work, Medina is listed in Exhibit A of the agreement. The scope includes but is not limited to: Public buildings maintenance; trimming of small trees (max. height 15 ft); replacement and maintenance of roadway signs; maintenance of City streets as needed; maintenance of City sidewalks, curb and gutter, and other concrete structures; general street cleaning (except sweeping operations) and removal of bulky items as needed; miscellaneous Public Works related activities as needed; miscellaneous landscape and irrigation maintenance as needed; emergency services 24 hours per day, 7 days per week, as directed by the City's management; such services may be associated with traffic accidents, waste spill response, sewage response, fallen trees, street light poles down, roadway signs down, earthquake and other acts of God catastrophes, as needed.

Pursuant to the 2010 Gas Tax audit, the General Fund had to reimburse $521,086 to Gas Tax, Prop 1B, and Traffic Congestion Relief funds in the fiscal year 2009-2010, which $129,600 represented ineligible maintenance charges. Therefore, it is critical to approve the interim general maintenance and construction services agreement to comply with the State Controller's findings. Failure to meet the state requirements will result in further disallowance of expenditures **already paid** from Gas Tax, Prop 1B, and Traffic Congestion Relief funds in the fiscal year 2010-2011.

**Recommendation**

It is recommended that the City Council authorize the Interim Chief Administrative Officer to enter into a general maintenance and construction services agreement with Luis Medina DBA Medina Construction for interim public work services, subject to the approval as to form by the Interim City Attorney. In addition, direct the Interim Chief Administrative Officer to prepare and issue a request for proposal (RFP) for general maintenance and construction services to select a contractor to perform services in the City's Public Works division through a competitive bidding process.

Attachments:

1. Maintenance Services Agreement
2. List of Duties and Responsibilities

# AGREEMENT FOR PROFESSIONAL SERVICES
# BY AND BETWEEN
# THE CITY OF BELL
# AND
# LUIS MEDINA, DBA "MEDINA CONSTRUCTION"
# Contractor's License Number 750626
# (General Maintenance Services)

**THIS AGREEMENT** is entered into this 13th day of July 2011, by and between the CITY OF BELL, a municipal corporation (hereinafter referred to as "CITY" and LUIS MEDINA, DBA "MEDINA CONSTRUCTION", Contractor's License Number 750626 (hereinafter referred to as "MEDINA".

The parties do agree as follows:

**SECTION 1. RECITAL.**

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

(a) CITY on July 13, 2011, considered and approved the proposal from MEDINA for professional services including, but not limited to, general maintenance services as directed by CITY.

(b) CITY desires to have a highly qualified company to perform such services.

(c) MEDINA represents that it is qualified to continue performing such services as previously demonstrated and has agreed to do so pursuant to this Agreement.

(d) CITY desires to contract with MEDINA on the basis of the following terms and conditions.

**SECTION 2. EMPLOYMENT**

CITY hereby employs MEDINA and MEDINA hereby accepts such employment, to perform those services under this agreement.

**SECTION 3. INDEPENDENT CONTRACTOR.**

The parties hereby acknowledge that MEDINA is an independent contractor and shall not be considered to be an employee of CITY.

**SECTION 4. PRINCIPAL REPRESENTATIVE.**

The City Council shall be the principal representative of CITY for purposes of this Agreement.

**SECTION 5. MEDINA NOT AGENT OF CITY.**

A. MEDINA shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent.

B. MEDINA shall have no authority, expressed or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

**SECTION 6. SCOPE OF SERVICES.**

MEDINA will diligently perform the tasks, in good and workmanlike manner, which are more specifically identified in Exhibit A of this Agreement, attached hereto and incorporated herein by

reference, unless otherwise instructed by CITY. MEDINA shall make available a minimum of four (4) persons to perform services as requested by CITY.

**SECTION 7. STANDARD OF PERFORMANCE.**

MEDINA shall perform all services required pursuant this Agreement in the manner and according to standards observed by a competent practitioner of the profession in which MEDINA is engaged in the geographical are in which MEDINA practices his/her profession.

**SECTION 8. TIME.**

A. MEDINA shall devote such time to the performance of services pursuant to the Agreement as may be reasonably necessary for satisfactory performance of MEDINA's obligations pursuant to this Agreement. The parties hereto agree that services will be performed as requested by CITY within a maximum of four hundred (400) hours per month.

B. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present of future, which is beyond reasonable control of the party.

C. If MEDINA has been delayed and as a result will be unable, in the opinion of the CITY to complete performance fully and satisfactorily within the time fixed for performance, MEDINA, upon formal request to the CITY, shall be granted a reasonable extension of time.

**SECTION 9. QUALIFICATIONS.**

A. MEDINA represents and warrants to CITY that it has all necessary professional licenses and/or certificates to legally perform the services under this Agreement.

B. MEDINA represents and warrants to CITY that MEDINA shall, at his/her sole cost and expense, keep in effect or obtain at all times during the term of this Agreement all necessary licenses and/or certificates required of MEDINA to perform the services.

**SECTION 10. TERM.**

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

**SECTION 11. COMPENSATION.**

A. MEDINA will perform those tasks and deliver the services described in this Agreement and provide services for a maximum of four hundred (400) man-hours per month, in accordance with the terms and provisions of this Agreement for a total contract price not to exceed Eighteen Thousand Dollars ($18,000) per month. Additional services provided and approved in writing by CITY in excess of 400 man-hours per month shall be billed at the hourly rate of $55.00 per hour for laborer services and $75.00 per hour for supervisory services.

B. Authorized work shall be in strict compliance with the provisions of this Agreement. MEDINA shall provide all labor, hand tools, and transportation, as necessary, to perform the services under this Agreement without any additional charge of compensation. When heavy equipment or

motorized tools are required for the performance of the services, MEDINA shall be compensated at the most current rate tables prepared by the California Department of Transportation (CALTRANS).

**SECTION 12. BILLING.**

A. Fees for services shall be billed on a monthly basis or as required by the CITY. Each bill must show details of any previously authorized additional hours and expenses beyond the scope of this Agreement performed during the current billing period, and shall be presented in a format which is acceptable to CITY.

B. City shall make no payment for any extra, further, or additional services pursuant to this Agreement unless such extra service and the price thereof is agreed to in writing by the CITY prior to the time such extra service is rendered.

**SECTION 13. RIGHT OF TERMINATION.**

A. This Agreement may be terminated by either party with or without cause, upon ninety (90) days written notice to the other party.

B. All work shall cease at the conclusion of the notice period and MEDINA shall be paid for all services provided prior to the termination in accordance with the rates as provided in this Agreement.

**SECTION 14. INDEMNITY.**

MEDINA hereby agrees to and does indemnify, defend, and hold harmless CITY, and any and all of their respective officers, employees, and representatives from any and all claims, liability, and expenses, including attorney fees and costs, that arise out of or are related to MEDINA's negligent performance of any part of this Agreement.

**SECTION 15. LIABILITIES.**

MEDINA shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by his/her negligent performance of this Agreement, weather such performance be by themselves, or their agents, or weather such damage shall accrue or be discovered before of after termination of this Agreement.

Nothing is this Agreement shall be construed to give any person other than CITY and MEDINA any legal or equitable rights, remedy, or claim under this Agreement.

**SECTION 16. CONFLICT OF INTEREST.**

A. MEDINA covenants that neither it nor any officer of the company, or partnership, as the case may be, has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner with the performance of MEDINA's services under this Agreement.

B. MEDINA further agrees that in the performance of this Agreement, no person having interest of the above nature shall be employed by him/her.

**SECTION 17. NOTICES.**

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

TO CITY: Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, California 90201

TO MEDINA: Luis Medina
Medina Construction
8227 Phlox Street
Downey, California 90241

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

**SECTION 18. BINDING EFFECT.**

This Agreement shall be binding upon parties hereto and their successors in interest.

**SECTION 19. ASSIGNMENT**

A. MEDINA shall not assign, transfer, convey, pledge or otherwise dispose of its rights or obligations hereunder, except the payment of funds from CITY, without prior written consent of CITY.

B. The consent of CITY to assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, CITY shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those services proposed to be assigned.

C. In the event of such assignment, CITY may condition the same so as to ensure compliance with the provisions of this Agreement.

**SECTION 20. COMPLIANCE WITH LAWS.**

MEDINA shall comply with all applicable laws including but not limited to the California Labor Code, OSHA, and State and Federal pertinent laws.

**SECTION 21. INSURANCE**

A. MEDINA shall obtain and maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including but not limited to worker's compensation insurance.

B. MEDINA shall obtain and maintain at its expense during the term of this Agreement, comprehensive general liability insurance with coverage of not less than $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. MEDINA shall

cause CITY, its officers, employees, and agents, to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against CITY.

C. For all vehicles operated by MEDINA to provide services under this Agreement, Business Auto Coverage under standard ISO form including symbol 1 (All Auto) auto coverage with limits of no less than $1,000,000.00 and scheduled under any umbrella policy.

D. MEDINA shall provide upon written request from CITY with written proof of existence of such insurance and commitment of the insurance carrier to notify CITY in writing 30 days before cancellation of such insurance. All insurance coverage required here to apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to CITY.

**SECTION 22. DISCRIMINATION.**

A. MEDINA agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, gender, sexual orientation, age, handicap or marital status, or place of national origin.

B. MEDINA agrees to comply with all County, State, and Federal laws relating to equal employment opportunity rights.

**SECTION 23. ENTIRETY OF AGREEMENT.**

This Agreement contains the entire Agreement of CITY and MEDINA with respect to the subject matter hereof, and no other Agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

**SECTION 24. ATTORNEYS FEES.**

In the event that any action or proceeding is instituted for the breach of this Agreement, the prevailing party shall be entitled t reasonable attorneys fees.

**SECTION 25. CONSISTENCY WITH CURRENT LAW.**

A. It is the intent and understanding of the parties to this Agreement that every provision of law required to be inserted in this Agreement is inserted here.

B. If through mistakes or otherwise, any of those provisions are not inserted in correct form, then this Agreement shall upon application of either party, be amended by insertion so as to comply strictly with the law and without prejudice to the rights of either party.

C. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making of this Agreement, those provisions shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting those provisions.

**SECTION 26. VENUE**

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State Courts of the County of Los Angeles or where appropriate, in the United States District Court, Southern District of California, Los Angeles, California.

**SECTION 27. INTERNAL INCONSISTENCIES.**

If this Agreement contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, either party shall request in writing a clarification of these items from the other party. Mutual agreement is required to include any clarification as part of this Agreement.

**SECTION 28. CAPTIONS AND HEADNOTES**

The captions and headnotes or sections of this Agreement, and marginal notes are intended solely for convenience and reference purposes and in no way define, limit, or describe the scope or intent of this Agreement.

**IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.**

"CITY"
City of Bell

_____
Ali Saleh, Mayor

ATTEST:

_____
Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

_____
James M. Casso, Interim City Attorney

"MEDINA"
Medina Construction

_____
Luis Medina, Owner

## DUTIES, RESPONSIBILITIES, AND EXPECTATIONS
## MEDINA CONSTRUCTION DUTIES

The following are examples of duties, responsibilities and expectations of services provided by Medina Construction personnel under the current Public Works Maintenance contract:

- Oversees all road construction and maintenance.
- Maintains stockpiles of materials and supplies necessary for public works responsibilities.
- Controls the purchasing of materials and equipment necessary for public works responsibilities.
- Oversees independent contractors performing work for the City.
- Oversees and coordinates the maintenance of city owned and operated traffic signals.
- Ensures that street, storm water and wastewater systems are operated in compliance with City, State and Federal laws.
- Possesses knowledge of safety principles and practices.
- Investigates and responds to complaints by the public regarding conditions of streets, water, sewer, storm drainage, and building maintenance.
- Reviews plans submitted by independent contractors with the City Engineer.
- Works with developers and builders regarding development matters including plan review and determining infrastructure needs.
- Oversees the landscape maintenance of green areas within the public right-of-way.
- Provides the general public with information related to sewer lateral locations.
- Provides information regarding City centerline ties.
- Oversees street sweeping independent contractor performance.
- Oversees Graffiti Removal independent contractor performance.
- Oversees Sidewalk Cleaning independent contractor performance.
- Oversees city trees maintenance contractor performance.
- Coordinates the response to emergencies related to public works.
- Approves Developers/Property Owners Permit Requests for work performed within the public right-of-way.
- Procures all building general maintenance and janitorial supplies.
- Provides general maintenance to city facilities.

- Keeps record of the Police Department Emergency Generator use to comply with AQMD regulations.
- Procures and supply USA and City flags to all city facilities.
- Coordinates with other departments all special city activities.
- Coordinates the installation of Holiday Decorations within the public right-of-way.
- Assists the City Engineer in installing Speed Hump requested.
- Reviews and responds to the Underground Service Alert requests.
- Reviews and approves invoices related to Public Works Projects and/or as directed by the CAO and City Engineer.
- Reports damaged or non-operational street lights to the SC Edison Co.

# City of Bell
# Agenda Report

DATE: July 13, 2011

TO: Mayor and Member of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: James Casso, Interim City Attorney

SUBJECT: Consideration and Rejection of the Claim of Richard Fisher Associates.

DISCUSSION:

The above listed claim was filed against the City alleging liability of the City and seeking payment. The claim has been forwarded to the Third Party Administrator for their review. Since August of 2010 it has been the Third Party Administrator's practice to recommend that claims be rejected and be returned to them for further investigation and defense. A copy of the Claim is available in the office of the City Clerk for further review.

FISCAL IMPACT:

The claim is seeking monetary payment from the City.

RECOMMENDATION:

It is recommended that the City Council reject the following claim filed against the City:

- Richard Fisher Associates

# General

# Warrants for

# PY / June 30, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47997 | 06/22/11 | 110604 | CITY OF BELL PAYROLL FUND<br>PAYROLL DEPOSIT-PAY OF 6/24/11 | 220,455.45 |
| 47998 | 06/28/11 | 110604 | WELLS FARGO BANK<br>SETTLEMENT PAYMENT-A. PROBST<br>W.C. ACCOUNT REPLENISH | 75,000.00 |
| * 48000 | 06/28/11 | 110604 | WELLS FARGO BANK<br>W.C. ACCT REPLENISH CK#5834-54 | 7,143.28 |
| * 48003 | 07/08/11 | 110604 | VOID<br>VOID-TEST PRINT | 0.00 |
| 48004 | 07/08/11 | 110604 | VOID<br>VOID-TEST PRINT | 0.00 |
| 48005 | 07/08/11 | 110604 | AT&T MOBILITY<br>TELEPHON BILLING-4/21-5/20/11<br>POLICE CAR MODEM-BELL P.D.<br>WIRELESS MDT<br>TELEPHONE BILLING-5/21-6/20/11<br>POLICE CAR MODEM | 799.32 |
| 48006 | 07/08/11 | 110604 | CALIFORNIA WATER SERVICE<br>WATER BILLING-5/28-6/28/11<br>BNDNI-AMLAERHT AVE<br>WATER BILLING-5/28-6/28/11<br>RICKBKE & EASTERN | 368.27 |
| 48007 | 07/08/11 | 110604 | THE GAS COMPANY<br>GAS BILLING-5/12-6/14/11<br>4357 GAGE AVE<br>GAS BILLING-5/3-6/20/11<br>MULTIPLE ADDRESSES<br>ELECTRICAL BILLING-5/19-6/20<br>6704 ORCHARD AVE | 322.78 |
| 48008 | 07/08/11 | 110604 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-5/10-6/20/11<br>4400 GAGE AVE<br>WATER BILLING-4/21-6/21/11<br>7006 WALKER AVE | 62.92 |
| 48009 | 07/08/11 | 110604 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-5/18-6/17<br>4357 GAGE AVE<br>ELECTRICAL BILLING-5/13-6/14<br>6800 OTIS TC1<br>ELECTRICAL BILLING-5/13-6/14<br>6510 CLARKSON AVE<br>ELECTRICAL BILLING-5/13-6/14<br>4400 GAGE AVE<br>ELECTRICAL BILLING-5/16-6/15<br>6901 1/2 RIVER DR | 9,488.52 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | ELECTRICAL BILLING-5/23-6/22<br>5007 FLORENCE PED<br>ELECTRICAL BILLING-4/22-6/20<br>VARIOUS LOCATIONS | |
| 48010 | 07/08/11 | 110604 | TELEPACIFIC COMMUNICATIONS<br>TELEPHONE BILLING-5/23-6/22/11<br>BELL P.D. | 3,628.39 |
| 48011 | 07/08/11 | 110604 | WELLS FARGO BANK<br>W.C. ACCT REPLENISH CK#5855-59 | 1,089.21 |
| * 48014 | 07/13/11 | 110605 | VOID<br>VOID-TEST PRINT | 0.00 |
| 48015 | 07/13/11 | 110605 | VOID<br>VOID-TEST PRINT | 0.00 |
| 48016 | 07/13/11 | 110605 | ALL AMERICAN HOME CENTER<br>HARDWARE SUPPLIES<br>HARDWARE SUPPLIES<br>HARDWARE SUPPLIES<br>HARDWARE SUPPLIES<br>HARDWARE SUPPLIES | 412.93 |
| 48017 | 07/13/11 | 110605 | ALLIANT INSURANCE SERVICES, INC<br>PROP PREMIUM POLICY #PPROP1112 | 41,379.00 |
| 48018 | 07/13/11 | 110605 | VOID<br>VOID-PRINT ERROR | 0.00 |
| 48019 | 07/13/11 | 110605 | VOID<br>VOID-TEST PRINT | 0.00 |
| 48020 | 07/13/11 | 110605 | VOID<br>VOID-TEST PRINT | 0.00 |
| 48021 | 07/13/11 | 110605 | AMERICAN GUARD SERVICES, INC.<br>CROSSING GUARD SVCS-MAY'11 | 11,329.96 |
| 48022 | 07/13/11 | 110605 | AMERICAN SOCCER COMPANY, INC.<br>SOCCER UNIFORMS<br>SOCCER UNIFORMS<br>SOCCER UNIFORMS<br>SOCCER UNIFORMS<br>SOCCER UNIFORMS<br>SOCCER UNIFORMS<br>SOCCER UNIFORMS | 11,840.59 |
| 48023 | 07/13/11 | 110605 | AZTECA LANDSCAPE<br>LANDSCAPE MAINT-JUN'11<br>MEDIANS & SLOPES | 5,100.00 |
| 48024 | 07/13/11 | 110605 | BELL SERVICE CENTER<br>FLAT SERVICE FEE-JUN'11 | 3,756.72 |

205

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | VARIOUS REPAIRS-UNIT #306 | |
| | | | SMOG CHECK & CERTIFICATE | |
| | | | VARIOUS REPAIRS-UNIT #100 | |
| | | | LUBE, OIL AND FILTER | |
| | | | FLUSH COOLING SYSTEM | |
| | | | VARIOUS REPAIRS-UNIT #337 | |
| | | | INSTRUMENT PANEL LIGHTS | |
| | | | FLUSH COOLING SYSTEM | |
| | | | VARIOUS REPAIRS-UNIT #344 | |
| | | | A/C BLOWER RELAY/RESISTOR | |
| | | | VARIOUS REPAIRS-UNIT #345 | |
| | | | LUBE, OIL AND FILTER | |
| | | | CHECK ENGINE LIGHT | |
| | | | VARIOUS REPAIRS-UNIT #361 | |
| | | | LUBE, OIL AND FILTER | |
| | | | MOUNT TIRES | |
| | | | FRONT BRAKE PADS | |
| | | | VARIOUS REPAIRS-UNIT #351 | |
| | | | FRONT BRAKE PADS | |
| | | | VARIOUS REPAIRS-UNIT #363 | |
| | | | LUBE, OIL AND FILTER | |
| | | | MOUNT TIRES | |
| | | | REPLACE LOWER CONTROL ARM | |
| | | | VARIOUS REPAIRS-UNIT#355 | |
| | | | LUBE, OIL AND FILTER | |
| | | | POLICE CAR | |
| | | | VARIOUS REPAIRS-UNIT #341 | |
| | | | LUBE, OIL AND FILTER | |
| | | | SHIFTER SELECTOR SHAFT | |
| | | | VARIOUS REPAIRS-UNIT #350 | |
| | | | REPLACE BATTERY WARRANT | |
| | | | REAR BRAKE PADS | |
| | | | VARIOUS REPAIRS-UNIT #104 | |
| | | | TIRES MOUNT | |
| 48025 | 07/13/11 | 110605 | COMMUNICATIONS CENTER | 1,323.61 |
| | | | RADAR/LASER GUNS-BELL P.D. | |
| 48026 | 07/13/11 | 110605 | CSG CONSULTANTS, INC. | 396.71 |
| | | | PLAN CHECK SVCS-MAY'11 | |
| 48027 | 07/13/11 | 110605 | DAPPER TIRE CO | 762.72 |
| | | | TIRE FLEET-BELL P.D. | |
| | | | TIRE FLEET-BELL P.D. | |
| 48028 | 07/13/11 | 110605 | COUNTY OF LOS ANGELES | 8,978.23 |
| | | | ANIMAL HOUSING-MAY'11 | |
| 48029 | 07/13/11 | 110605 | DIANA Y. CHO & ASSOCIATES, INC | 6,044.00 |
| | | | CDBG-WORK PROGRAM-JAN-JUN'11 | |
| | | | CDBG WORK PROGRAM-MAY'11 | |
| 48030 | 07/13/11 | 110605 | DOOLEY ENTERPRISES, INC. | 154.73 |
| | | | RANGE SUPPLIES-BELL P.D. | |

206

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 48031 | 07/13/11 | 110605 | DUNN-EDWARDS CORP.<br>PAINT SUPPLIES<br>PAINT SUPPLIES<br>PAINT SUPPLIES<br>PAINT SUPPLIES<br>PAINT SUPPLIES<br>PAINT SUPPLIES | 707.33 |
| 48032 | 07/13/11 | 110605 | E.C. CONSTRUCTION CO<br>ALAMO AVE-ST RECONSTRUCTION<br>RETENTION PAYMENT | 22,558.10 |
| 48033 | 07/13/11 | 110605 | HILDA ESTRADA<br>INTERPRETATION SVCS-6/6,6/7<br>TRANSLATION EQUIP-6/1,6/22 | 2,391.00 |
| 48034 | 07/13/11 | 110605 | FIRST 5 LA<br>REFUND-HALL DEPOSIT 6/6/11<br>WORKSHOP | 100.00 |
| 48035 | 07/13/11 | 110605 | G4S SECURE SOLUTIONS (USA)INC.<br>JAIL SERVICES-5/1-31/11 | 15,255.95 |
| 48036 | 07/13/11 | 110605 | GALLS<br>SAFETY VEST-M. SANCHEZ<br>SAFETY VEST-J. GARCIA<br>SAFETY VEST-S. FINKELSTEIN<br>UNIFORM-T. RODRIGUEZ<br>SAFETY VEST-R. RODARTE<br>SAFETY VEST-T. LOPEZ<br>SAFETY VEST-G. JARA<br>SAFETY VEST-B. MCCULLAH<br>UNIFORM-M. LOGAN<br>UNIFORM-L. FERRARI | 5,933.10 |
| 48037 | 07/13/11 | 110605 | TERESA GONZALEZ<br>REFUND-HALL DEPOSIT 6/18/11 | 300.00 |
| 48038 | 07/13/11 | 110605 | BRYON A. HERNANDEZ<br>REFUND PARKING CIT#100017263<br>CIT#4043330 | 290.00 |
| 48039 | 07/13/11 | 110605 | KAREN HERRERA<br>REFUND-BELL PLAYSCHOOL | 50.00 |
| 48040 | 07/13/11 | 110605 | HUNTINGTON PARK RUBBER<br>NAMEPINS-CITY COUNCIL | 49.11 |
| 48041 | 07/13/11 | 110605 | ICRMA-INDEPENDENT CITIES RISK<br>DIR ASSESSMENT 09/10 INDEMNITY | 3,694.53 |
| 48042 | 07/13/11 | 110605 | INTERWEST CONSULTING GROUP INC<br>PLAN REVIEW SVCS-MAY'11 | 365.46 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 48043 | 07/13/11 | 110605 | KELDON PAPER COMPANY<br>PAPER-BELL P.D. | 784.71 |
| 48044 | 07/13/11 | 110605 | L.A. COUNTY SHERIFF'S DEPT.<br>BOOKING FEES-1/1-3/31/11<br>FOOD SVCS-MAY'11 | 1,773.77 |
| 48045 | 07/13/11 | 110605 | ABEL MEDINA<br>2011 BUS LIC. RENEWAL REFUND | 94.64 |
| 48046 | 07/13/11 | 110605 | MERRILL COMMUNICATIONS LLC<br>ELECTRONIC PROCESSING-MAY'11 | 1,392.77 |
| 48047 | 07/13/11 | 110605 | DANIELA MORENO<br>REFUND-HALL DEPOSIT 6/25/11 | 800.00 |
| 48048 | 07/13/11 | 110605 | JESUS MUNOZ<br>REFEREE SERVICES-5/23-6/30/11<br>BASEBALL GAMES | 1,995.00 |
| 48049 | 07/13/11 | 110605 | NATIONAL EMBLEM, INC.<br>UNIFORM PATCHES-BELL P.D.<br>UNIFORM PATCHES-BELL P.D. | 536.30 |
| 48050 | 07/13/11 | 110605 | OFSI<br>COPIER MAINT-6/1-30/11<br>BELL P.D. | 447.78 |
| 48051 | 07/13/11 | 110605 | OCE IMAGISTICS INC.<br>COPIER MAINT-5/1-31/11 LB PK<br>COPIER MAINT 6/1-8/31/11 C.H.<br>COPIER MAINT USAGE 3/1-5/31<br>COPIER MAINT 3/1-5/31/11 C.CTR<br>COPIER MAINT-5/1-31/11<br>BELL P.D. | 665.27 |
| 48052 | 07/13/11 | 110605 | PLAN REVIEW CONSULTANTS, INC.<br>PLAN CHECK | 5,133.82 |
| 48053 | 07/13/11 | 110605 | QUICK DISPENSE<br>MISC SUPPLIES<br>MISC SUPPLIES-BELL P.D. | 301.13 |
| 48054 | 07/13/11 | 110605 | QUILL CORPORATION<br>OFFICE SUPPLIES-C.COUNCIL | 127.70 |
| 48055 | 07/13/11 | 110605 | REGIONAL TRAINING CENTER<br>TUITON-5/23-27/11<br>POLICE RECORDS CLERK | 494.00 |
| 48056 | 07/13/11 | 110605 | RELIA-TECH<br>SERVICE CONTRACT-JUN'11 | 2,408.00 |
| 48057 | 07/13/11 | 110605 | ROSE CLEANERS & LAUNDRY | 260.00 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | BLANKET CLEANING SVCS-5/24/11<br>BELL P.D.<br>BLANKET CLEANING SVCS-5/27/11<br>BELL P.D.<br>BLANKET CLEANING SVCS-5/3/11<br>BELL P.D.<br>BLANKET CLEANING SVCS-5/10/11<br>BELL P.D.<br>BLANKET CLEANING SVCS-5/17/11<br>BELL P.D. | |
| 48058 | 07/13/11 | 110605 | RSCC ENGINEERING, INC<br>ENGINEERING SVCS-JUN'11<br>ENGINEERING SVCS-5/26-6/24/11<br>BELL SPORT COMPLEX<br>STREET REHAB<br>FLORENCE AC OVERLAY | 22,190.00 |
| 48059 | 07/13/11 | 110605 | STANLEY PEST CONTROL CO<br>PEST CONTROL-06/11<br>3700 E. GAGE AVE<br>PEST CONTROL-06/11<br>6707 BEAR AVE<br>PEST CONTROL-06/11<br>6326-6330 PINE AVE<br>PEST CONTROL-06/11<br>6250 PINE AVE<br>PEST CONTROL-06/11<br>6326-6330 PINE AVE<br>PEST CONTROL-06/11<br>4357 E. GAGE AVE<br>PEST CONTROL-06/11<br>6526 WILCOX AVE<br>PEST CONTROL-06/11<br>5320 E. GAGE AVE<br>PEST CONTROL-06/11<br>7100 WALKER AVE<br>PEST CONTROL-06/11<br>4400 GAGE AVE<br>PEST CONTROL-06/11<br>4874 E. GAGE AVE | 434.00 |
| 48060 | 07/13/11 | 110605 | U.S. HEALTH WORKS<br>BLOOD COLLECTION-DUI ARREST<br>PRE-EMPLOYMENT PHYSICAL<br>B. GONZALES<br>E. GONZALEZ | 95.00 |
| 48061 | 07/13/11 | 110605 | REYNA VIDAL<br>REFUND-PLAN CHECK #45232 | 534.36 |
| 48062 | 07/13/11 | 110605 | WELLS LOCK & KEY<br>KEYS-MASTER LOCKER | 7.50 |
| 48063 | 07/13/11 | 110605 | WEST COAST ARBORISTS, INC. | 750.00 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | TREE MAINT SVCS-6/3/11<br>6504 PROSPECT AVE | |
| 48064 | 07/13/11 | 110605 | WESTERN FENCE & SUPPLY CO<br>CHAIN LINK FENCE-C.CTR | 687.00 |
| TOTAL | 63 CHECKS | | | 503,444.67 |
| *W0000603 | 06/29/11 | 110606 | CITY OF BELL PAYROLL FUND<br>FICA & MEDI TAXES-PAY 6/24/11 | 9,653.49 |
| W0000604 | 06/30/11 | 110606 | CAL-PUBLIC EMPLOYEE RETIREMENT<br>RETIREMENT PY-6/24/11 6-2011-4 | 54,550.70 |
| W0000605 | 06/30/11 | 110606 | CAL-PUBLIC EMPLOYEE RETIREMENT<br>RETIREMENT PY-6/24/11 6-2011-4 | 3,614.95 |
| TOTAL | 3 WIRES | | | 67,819.14 |
| TOTAL | | | | 571,263.81 |

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# General

# Warrants
# for

# CY /
# July 1-13, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47999 | 06/28/11 | 110701 | URBAN ASSOCIATES, INC.<br>INTERIM CAO CONTRACT-7/1-15/11 | 7,291.67 |
| * 48001 | 07/06/11 | 110701 | VOID<br>VOID-PRINT ERROR | 0.00 |
| 48002 | 07/06/11 | 110701 | CITY OF BELL PAYROLL FUND<br>PAYROLL DEPOSIT-PAY OF 7/8/11 | 226,304.36 |
| * 48012 | 07/08/11 | 110701 | VISION SERVICE PLAN (CA)<br>VISION INS ADM FEE-JUL'11 | 355.00 |
| 48013 | 07/08/11 | 110701 | WELLS FARGO BANK<br>W.C. ACCT REPLENISH CK#5860-68 | 1,851.80 |
| * 48065 | 07/13/11 | 110702 | ADMIN SURE<br>W.C./LIABILITY SVCS-JUL'11 | 2,520.00 |
| 48066 | 07/13/11 | 110702 | FLATIRON CAPITAL<br>2011/2012 LIABILITY INSURANCE<br>1ST INSTALLMENT | 23,305.45 |
| 48067 | 07/13/11 | 110702 | NORMA MARES<br>REFUND-HALL DEPOSIT 7/3/11 | 300.00 |
| 48068 | 07/13/11 | 110702 | OCE IMAGISTICS INC.<br>COPIER MAINT-4/1/11-3/31/12<br>BELL P.D. | 744.00 |
| 48069 | 07/13/11 | 110702 | RELIA-TECH<br>COMPUTER MAINT AGRMT-JUL'11 | 2,408.00 |
| 48070 | 07/13/11 | 110702 | SECURITY SIGNAL DEVICES<br>SECURITY ALARM-7/11-9/30/11 | 174.90 |
| 48071 | 07/13/11 | 110702 | MARIA TORRES<br>REFUND-HALL DEPOSIT 7/2/11 | 300.00 |
| 48072 | 07/13/11 | 110702 | TOSHIBA AMERICA BUSINESS SOLUT<br>COPIER LEASE-JUL'11 | 395.10 |
| 48073 | 07/13/11 | 110702 | TRAINING INNOVATIONS, INC<br>TRAINING MANAGEMENT SYSTEMS<br>POLICE TRAINING-JUL'11/JUN'12 | 600.00 |
| TOTAL | 14 CHECKS | | | 266,550.28 |
| *W0000606 | 07/01/11 | 110703 | PUBLIC EMPLOYEES' RETIREMENT<br>HEALTH PREMIUM-JUL'11 | 3,579.51 |
| W0000607 | 07/01/11 | 110703 | PUBLIC EMPLOYEES' RETIREMENT<br>HEALTH PREMIUM-JUL'11 | 94,284.45 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| W0000608 | 07/08/11 | 110703 | CITY OF BELL PAYROLL FUND<br>FICA & MEDI TAXES-PAY 7/8/11 | 9,734.03 |
| W0000609 | 07/13/11 | 110703 | WILLIS OF LOS ANGELES, INC.<br>LIABILITY INS-7/1/11-7/1/12 | 116,176.17 |
| TOTAL | 4 WIRES | | | 223,774.16 |
| TOTAL | | | | 490,324.44 |

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# General

# Reconsideration of Questioned Warrants for

# May 11 & June 7 & 22, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47717 | 05/11/11 | 110502 | OLDTIMERS FOUNDATION<br>PARATRANSIT SVCS-MAR'11 | 40,904.40 |
| TOTAL | | 1 CHECKS | | 40,904.40 |

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
MAY 11, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47870 | 06/07/11 | 110508 | OLDTIMERS FOUNDATION<br>PARATRANSIT SVCS-APR'11 | 38,070.20 |
| TOTAL | | 1 CHECKS | | 38,070.20 |

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 7, 2011

216

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47967 | 06/22/11 | 110602 | MEDINA CONSTRUCTION<br>25% TAX WITHOLDING<br>LANDSCAPING MAINT-JUN'11<br>RIVER BED FROM GAGE TO LIVE<br>INCLUDING FLORENCE AVE<br>LANDSCAPING MAINT-JUN'11<br>CITY FACILITIES/LB PK<br>P.W/GEN MAINT SVCS-JUN'11 | 18,131.25 |
| TOTAL | | 1 CHECKS | | 18,131.25 |

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 22, 2011

217

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47969 | 06/22/11 | 110602 | MEYERS NAVE | 144,920.95 |
| | | | ATTORNEY LEGAL SVCS-APR'11 | |
| | | | CORRUPTION LEGAL SVCS-APR'11 | |
| | | | LITIGATION LEGAL SVCS-APR'11 | |
| | | | ATTORNEY LEGAL SVCS-MAR'11 | |
| | | | LITIGATION LEGAL SVCS-MAR'11 | |
| | | | CORRUPTION LEGAL SVCS-MAR'11 | |
| TOTAL | | 1 CHECKS | | 144,920.95 |

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 22, 2011

218

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 47973 | 06/22/11 | 110602 | OLDTIMERS FOUNDATION<br>PARATRANSIT SVCS-MAY'11 | 37,534.00 |
| TOTAL | | 1 CHECKS | | 37,534.00 |

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 22, 2011

219

# City of Bell
# Agenda Report

DATE: July 13, 2011

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

BY: Ana L Gutierrez, City Treasurer

SUBJECT: Book Transfers-Payroll Expenses

RECOMMENDATION:

Consideration and approval by City Council of six (6) book transfer payments made during July 2010 through January 2011 to enable the recording of these expenditures on the general ledger and vendor record in accordance with accounting procedures.

BACKGROUND:

In order to fulfill the City's payroll related expenses; salaries, payroll tax liabilities, and payroll retirement contributions, it was necessary to fund the payroll account by processing bank book transfers and wire transfers to meet the payroll obligations.. Subsequently, as set forth by the Internal Revenue Service and by the California Public Employees' Retirement System electronic payments were made to comply with respective deadlines and to avoid penalties.

As a result of insufficient staffing levels and increase in the department's workload, some processes were inadvertently bypassed as staff attempted to meet established deadlines. During the bank cash reconciliation of the City's general checking account, it was identified that six payments were unintentionally not included in the pertaining warrant register. These wire transfer are listed as follows:

| PAYEE | DECRIPTION | AMOUNT |
|---|---|---|
| Cal-PERS | Retirement Pay for June 11, 2010 | $81,952.64 |
| Cal-PERS | Retirement Pay for June 25, 2010 | $83,902.97 |

| PAYEE | DECRIPTION | AMOUNT |
|---|---|---|
| City of Bell Payroll Fund | Payroll of 12/10/10 (General) | $262,145.74 |

| | | |
|---|---|---|
| City of Bell Payroll Fund | Payroll of 12/10/10 (CRA) | $2,475.75 |
| City of Bell Payroll Fund | Payroll Taxes for 1/21/11 | $10,083.49 |

This action is required to properly record the aforementioned payments in the City's General Ledger and each vendor record. Upon your approval of this warrant register, the wire transfers will be processed through the accounts payable cycle similarly to all other wire transfers.

FISCAL IMPACT

Payments were already made in previous months. Approval of this warrant register will not have an additional financial impact.

# General / CRA

# Consideration of Wire Transfer Warrants for

## July 30, 2010
## December 10, 2010
## May 3, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| W0000598 | 07/30/10 | 1106 | CAL-PUBLIC EMPLOYEE RETIREMENT<br>RETIREMENT PY-6/11/10 6-2010-3 | 83,902.97 |
| W0000599 | 07/30/10 | 1106 | CAL-PUBLIC EMPLOYEE RETIREMENT<br>RETIREMENT PY-6/25/10 6-2010-4 | 81,952.64 |
| W0000600 | 12/10/10 | 1106 | CITY OF BELL PAYROLL FUND<br>PAYROLL DEPOSIT-PAY 12/10/10 | 262,145.74 |
| W0000602 | 05/03/11 | 1106 | CITY OF BELL PAYROLL FUND<br>FICA & MEDI TAXES-PAY 1/21/11 | 10,083.49 |
| TOTAL | 4 WIRES | | | 438,084.84 |

CONSIDERATION OF
WIRE TRANSFER WARRANTS FOR
JULY 30, 2010, DECEMBER 10, 2010,
MAY 3, 2011

223

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| W0000601 | 12/10/10 | 11061 | CITY OF BELL PAYROLL FUND<br>PAYROLL DEPOSIT-PAY 12/10/10 | 2,475.75 |
| TOTAL | | 1 WIRES | | 2,475.75 |

CONSIDERATION OF
WIRE TRANSFER WARRANTS FOR
JULY 30, 2010, DECEMBER 10, 2010,
MAY 3, 2011

224

# CRA-
# Community Redevelopment Agency

# Warrants for

# PY / June 30, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 5461 | 07/13/11 | 110615 | VOID<br>VOID-TEST PRINT | 0.00 |
| 5462 | 07/13/11 | 110615 | VOID<br>VOID-TEST PRINT | 0.00 |
| 5463 | 07/13/11 | 110615 | ROSENOW SPEVACEK GROUP<br>IMPLEM PLAN-3/2/11<br>IMPLEM PLAN-4/27-5/13/11 | 2,612.50 |
| TOTAL | 3 CHECKS | | | 2,612.50 |

226

# CRA-
# Community Redevelopment Agency

# Reconsideration of Questioned Warrants for

# June 22, 2011

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

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 22, 2011

228

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

# Warrants for

# PY / June 30, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 1440 | 07/08/11 | 110624 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1441 | 07/08/11 | 110624 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1442 | 07/08/11 | 110624 | VOID<br>VOID-PRINT ERROR | 0.00 |
| * 1445 | 07/08/11 | 110624 | THE GAS COMPANY<br>GAS BILLING-5/23-6/22/11<br>4209 BELL AVE | 16.26 |
| 1446 | 07/08/11 | 110624 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-5/10-6/20/11<br>4416 GAGE AVE<br>WATER BILLING-4/8-6/22/11<br>6419 PROSPECT AVE<br>WATER BILLING-5/10-6/20/11<br>6633 PINE AVE-LAUNDRY<br>WATER BILLING-5/10-6/20/11<br>6712-18 OTIS AVE<br>WATER BILLING-5/10-6/20/11<br>4207 BELL AVE<br>WATER BILLING-4/19-6/23/11<br>6327 PINE AVE | 1,905.71 |
| 1447 | 07/08/11 | 110624 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-5/13-6/14<br>6633 PINE AVE HSE | 43.33 |
| * 1452 | 07/13/11 | 110625 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1453 | 07/13/11 | 110625 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1454 | 07/13/11 | 110625 | JAVIER CASTILLO<br>GARDENING SVCS-JUN'11<br>VARIOUS LOCATIONS | 1,080.00 |
| 1455 | 07/13/11 | 110625 | J. CASTILLO/HANDYMAN<br>MAINTENANCE SVCS-6317 PINE AVE<br>UNCLOGGED MAIN DRAIN LINE<br>MAINTENANCE SVCS-6304 KING #C<br>SANITIZED ALL LIVING SPACES/<br>REMOVED SCREWS/PATCHED HOLES/<br>PAINT BATHROOM/ROACH TREATMENT<br>MAINTENANCE SVCS-5107 FILMORE<br>INSTALLED NEW SMOKE DETECTORS/<br>OUTLET COVERS<br>MAINTENANCE SVCS-6714-16 OTIS<br>RESIZED & BALANCED LAUNDRY<br>DRAIN PIPES/RUBBER WATER | 1,166.16 |

230

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | STOPPER<br>MAINTENANCE SVCS-6304 KING #E<br>REPLACED FAUCET/FIXED LEAK/<br>REPAIRED WATER HEATER | |
| 1456 | 07/13/11 | 110625 | SUN PAC STORAGE CONTAINERS<br>STORAGE CONTAINER-6/1-21/11<br>PRORATED AMOUNT-FINAL INVOICE | 83.17 |
| TOTAL | | 11 CHECKS | | 4,294.63 |

231

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

# Warrants for

# PY / June 30, 2011

| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 1443 | 07/08/11 | 110634 | VOID<br>VOID-TEST PRINT | 0.00 |
| 1444 | 07/08/11 | 110634 | VOID<br>VOID-TEST PRINT | 0.00 |
| * 1448 | 07/08/11 | 110634 | THE GAS COMPANY<br>GAS BILLING-5/23-6/22/11<br>FLORENCE VILLAGE MHP<br>GAS BILLING-5/23-6/23/11<br>BELL MHP | 951.34 |
| 1449 | 07/08/11 | 110634 | GOLDEN STATE WATER COMPANY<br>WATER BILLING-5/20-6/21/11<br>BELL MHP<br>WATER BILLING-5/20-6/21/11<br>BELL MHP | 6,795.59 |
| 1450 | 07/08/11 | 110634 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-5/31-6/29<br>FLORENCE VILLAGE-MMHP | 1,443.44 |
| 1451 | 07/08/11 | 110634 | SOUTHERN CALIFORNIA EDISON<br>ELECTRICAL BILLING-5/31-6/29<br>FLORENCE VILLAGE-DRMHP | 6,377.89 |
| * 1457 | 07/13/11 | 110635 | AMERICAN PAPER PLASTIC<br>MAINTENANCE SUPPLIES-BMHP | 319.97 |
| 1458 | 07/13/11 | 110635 | ELIAS DURAN<br>REFUND-CLUBHOUSE FVMHP | 100.00 |
| 1459 | 07/13/11 | 110635 | FIRST CHOICE<br>PURIFIED WATER-FVMHP<br>MISC SUPPLIES-BMHP<br>MISC SUPPLIES-FVMHP | 181.24 |
| 1460 | 07/13/11 | 110635 | G. T. CONSTRUCTION & LANDSCAPING<br>GARDENING SVCS-MAY'11<br>BELL MOBILE HOME PARK<br>GARDENING SVC-MAY'11<br>ADDITIONAL WORK #75 & #85<br>FLORENCE VILLAGE MHP<br>GARDENING SVCS-JUN'11<br>BELL MOBILE HOME PARK<br>GARDENING SVCS-JUN'11<br>FLORENCE VILLAGE MHP | 5,960.00 |
| 1461 | 07/13/11 | 110635 | MARIA GODINEZ<br>REFUND-CLUBHOUSE BMHP | 25.00 |
| 1462 | 07/13/11 | 110635 | METERMAN SERVICES, INC<br>METER READING-JUN'11<br>FLORENCE VILLAGE MHP | 815.53 |

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| CHECK NO | DATE | BATCH | VENDOR/DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | METER READING-JUN'11<br>BELL MOBILE HOME PARK | |
| 1463 | 07/13/11 | 110635 | PACIFIC STATES UTILITY COMPANY<br>REPAIR & MATERIALS-FVMHP | 838.38 |
| TOTAL | | 13 CHECKS | | 23,808.38 |

234