City Council Agenda

Regular Meeting

Wednesday, August 10, 2011
2:00 PM Closed Session
7:00 PM Open Session

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Danny Harber
Vice Mayor

Violeta Alvarez
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

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

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

City Council Organization

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

Addressing the City Council

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

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

Compliance with Americans with Disabilities Act

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

Regular Meeting of
Bell City Council
Bell Community Redevelopment Agency
Bell Community Housing Authority

August 10, 2011
Closed Session – 2:00 PM
Open Session - 7:00 PM

Bell Community Center
6250 Pine Avenue

I. Call to Order

1.01 Pledge of Allegiance to the Flag.

1.02 Roll call of City Council in their capacities as Councilmembers, Community Redevelopment Agency Members and Community Housing Authority 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: Interim Chief Administrative Officer (Longer Term)

3.02 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation
(Government Code Section 54956.9(b))
(Four (4) potential cases)

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, and the Planning Commission 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. 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.

5.01 Consideration of Treasurer's Quarterly report ending March 31, 2011. 1-7

Recommendation: Approve the report.

5.02 Staff Report Regarding the 2011 Justice Assistance Grant. 8-12

Recommendation: Receive and file.

5.03 Consideration of warrants dated July 27, 2011 through August 10, 2011. 13-20

Recommendation: Approve the warrants.

VI. 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.

6.01 Consideration of warrants dated July 27, 2011 through August 10, 2011 and Reconsideration of warrant no. 5460. 21-24

Recommendation: Approve the warrants.

6.02 Identification of items for next Community Redevelopment Agency Meeting.

VII. 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.

7.01 Consideration of warrants dated July 27, 2011 through August 10, 2011. 25-32

Recommendation: Approve the warrants.

7.02 Consideration of Maintenance Agreement with Jaime Lepe for Janitorial Services at Bell Mobile Home Park and Florence Village. 33-34 35-47

Recommendation: Approve the agreement and authorize the Chair to execute the agreement.

7.03 Consideration of Agreement with Betsy Balderama for After Hours Caretaker Services at Bell Mobile Home Park. 33-34 48-59

Recommendation: Approve the agreement and authorize the Chair to execute.

7.04 Consideration of Agreement with Olga Rodriguez for After Hours Caretaker Services at Florence Village Mobile Home Park.

Withdrawn: Ms. Rodgriguez is no longer able to fulfill this role. Notice will be posted at the park and on the City's website for a new Florence Village Mobile Home Park night time and evening caretaker".

7.05 Consideration of Agreement with Rudy and Juanita Davila for Interim Residential Managers at Florence Village Mobilehome Park. 33-34 60-71

Recommendation: Approve the agreement and authorize the Chair to execute the agreement.

7.06 Identification of items for next Community Housing Authority meeting.

VIII. 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 Planning Commission 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.

IX. 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.

X. 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.

XI. 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.

XII. Adjournment

Next Regular Meeting, Wednesday, August 10, 2011 at 6:00 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 August 5, 2011, Seventy-Two (72) hours prior to the meeting as required by law.

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

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

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.

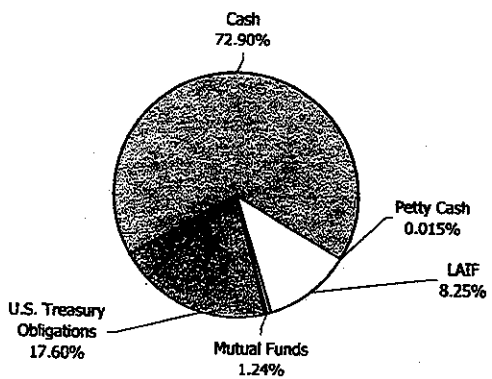
CITY OF BELL
INVESTMENT REPORT
FOR THE MONTH ENDING March. 31, 2011

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%	

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. Ban
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. Ban
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. Ban
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. Ban
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. Ban
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. Ban
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 Far
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

7

City Of Bell
Agenda Report

DATE: August 10, 2011

TO: Mayor and Members of the City Council

FROM: iCAO Kenneth C. Hampian

BY: Captain Steven Finkelstein

SUBJECT: 2011 Justice Assistance Grant

Background:
The City of Bell, as well as most of Los Angeles County, has grant funds available, from The Department of Justice (DOJ), through the Justice Assistance Grant (JAG). This program is designed to assist law enforcement in the purchase of otherwise unobtainable equipment, due to budgetary issues. The amount for each agency is set by DOJ. The allocated 2011funds for the Bell Police Department is $16,515.

Discussion:
Due to personnel shortages, most agencies have been forced to pull specialized narcotics enforcement teams back to the Patrol Division in an attempt to minimize overtime for the essential patrol functions. This has a two-fold effect; the lack of specialized narcotics investigation teams for regional investigations and the reduction of asset forfeiture funds. The specialized enforcement teams historically would bring in the majority of asset forfeiture funds from the large investigations that they are able to do. By law, any and all assets purchased with proceeds from narcotics sales are subject to seizure; these can include cash, vehicles, aircraft, homes, boats, etc. These funds can be used by the law enforcement agency to purchase equipment, police units, pay narcotics enforcement overtime, or a variety of other narcotics enforcement related expenses.

The Bell Police Department has long since had this very problem. With the retirement of our last narcotics detection K-9, the program was suspended due to budgetary short falls. Thus, we are proposing that the 2011 JAG funds be used for the restart-up costs for a narcotics detection K-9 program.

A narcotics detection K-9 can be put out in the Patrol Division and serve in patrol capacities when not being used, thus, keeping the Patrol force at current staffing levels. The Patrol K-9 Officer would work as a normal patrol officer, but would be called upon when the dog is needed for a search. Selection would be made by the testing process set forth in Bell PD policies and procedures. A current Bell Police Unit would be converted over for K-9 use. The average

deployment period for a narcotics K-9 is usually five years, thus continuing the program past the three year grant period.

The K-9 would be used not only in the City of Bell primarily, but can be sent to surrounding areas for special searches for other police agencies. If assets from these investigations are seized, all agencies involved get a percentage, thus, expanding the possibility of asset forfeiture funds to the Bell Police Department. All assets seized by a solo investigation by the Bell Police Department, would be kept and placed in the asset forfeiture fund.

The K-9 can also be used as a public relations tool in the local schools for D.A.R.E. demonstrations and Neighborhood Watch.

Although some Narcotics investigations would require some follow-up from our Detectives, the amount of personnel needed can be minimized with the use of vehicle trackers. The vehicle can be followed by minimal personnel, with the use of the internet, rather than a team of detectives possibly being spotted by the suspect and "burning" the investigation.

Recommendation

Receive and file the staff report from Captain Finkelstein, via iCAO Hampian, in regards to the 2011 JAG funds and accept the grant allocation for use in obtaining a narcotics detection K-9 and two vehicle trackers.

City of Bell Police Department
Justice Assistance Grant

Project Name: **Narcotics K-9 Program**

Project Narrative:
The City of Bell Police Department has, in the past, deployed a narcotics detection K-9. This program was extremely effective in deterring and apprehending narcotics offenders in both the "street level" and major offender level. The K-9 was assigned to a trained, uniformed, Patrol Officer and was used both in the City of Bell and other cities for special searches. We would send the K-9 to other cities, in a mutual aid capacity, for vehicle and building searches upon special request. With the retirement of the previous K-9, approximately five years ago, budgetary restrictions have prohibited replacing the dog, thus ending the program.

The Bell Police Department will absorb the cost of regular payroll by using an existing Patrol officer as the K-9 handler, but, the cost of the actual dog, the specialized conversion of an existing police unit, and the training required will require the use of the grant funds to start up the program again. Although the grant term is three years, the common deployment period for a narcotics K-9 is approximately five years, thus the program will continue after the grant period has ended. The K-9 is typically a Labrador Retriever and is strictly a narcotics detection dog, not a "bite" or cross-trained K-9.

The K-9 was also used for demonstrations during our Drug Abuse Resistance Education program at our local schools. The school children were allowed to watch the dog search, see the specialized police unit, and ask questions of the handler. They interacted with both the dog and the handler in a positive atmosphere.

The second prong of the program will be used for the follow-up investigation by the Detective Bureau. We are requesting grant funds in order to purchase two electronic tracking devices for vehicles. These devices are covertly placed on a suspect's vehicle and allow the Detectives to track the vehicle, via the internet, around the clock. This saves countless man hours on surveillances and helps keep the investigation on-going. Narcotics suspects are training themselves in counter surveillance driving and tactics. The Detectives never have to get close to the suspect vehicle in order to watch it, thus the chance of the investigation getting "burned" is minimalized. This also keeps a record of the suspect's movements that can later be used in court for prosecution.

The City of Bell has limited resources in regards to funding this necessary equipment. The cost of the equipment has been prohibitive. So, for these reasons, this grant is being submitted in order to provide the necessary equipment to provide the officers with the specialized equipment that is needed. The equipment needed is outlined in the Budget Narrative and estimated for the grant period. Any costs above these estimations will be absorbed by the City of Bell.

All draw downs and expenditures will be tracked by The City of Bell Finance Department and charged to an account set up solely for the grant funds.

The Goals and Objectives are to start up a Narcotics K-9 program and assist in the continued follow-up investigation. These goals and objectives will be met almost immediately upon funding of the grant, as this request is for initial training and equipment only.

Budget Narrative

A. Personnel Services: None
B. Fringe Benefits: None
C. Travel: None
D. Equipment:

1) **Narcotics K-9 and related equipment**
This will include the initial cost of the K-9, the unit conversion, initial training, and the required equipment.

Estimated cost: $13,174.87

2) **(2) covert, stealth electronic vehicle tracking devices**
This will be used for the equipment purchase and training for electronic tracking of suspects.

Estimated cost: $3,340.13

Total allowed Cost: $16,515.00

E. Supplies: None
F. Consultants/Contracts: None
G. Other Costs: None
H. Indirect Costs: None

Total costs: $16,515.00

Review Narrative

Due to the high volume of City Council agenda items, this program has not been able to be put up for review as of this date. It will be scheduled for review during the August 10 ,2011 City Council meeting. No grant funds will be allocated or grant implementation started until the review is completed and submitted.

Abstract:
City of Bell Police Department
Narcotics K-9 Program

Goals:

1) Purchase a trained and certified Narcotics detection K-9
2) Convert and existing police unit and purchase the required support equipment
3) Train and equip an existing Patrol Officer to handle the Narcotics K-9
4) Provide follow-up investigation capabilities, with the use of electronic tracking devices, by existing Detectives

Five project identifiers:

1) Drug Offenders
2) Equipment-General
3) Prevention- Substance Abuse
4) Surveillance
5) Policing

Submitted by,
Captain Steven Finkelstein
Bell Police Department
Email: sfinkelstein@cityofbell.org
Office (323) 585-1245 ext 266

General

Warrants for

PY / July 27- August 10, 2011

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48156	07/27/11	110710	LOS ANGELES COUNTY MTA TAP BUS PASS SALES-JAN'11	5,098.00
48158	08/05/11	110710	VOID VOID-TEST PRINT	0.00
48159	08/05/11	110710	VOID VOID-TEST PRINT	0.00
48160	08/05/11	110710	THE GAS COMPANY GAS BILLING-6/3-7/13/11 MULTIPLE ADDRESSES	232.97
48161	08/05/11	110710	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/2-7/19/11 6330 PINE AVE ELECTRICAL BILLING-6/17-7/18 4357 GAGE AVE ELECTRICAL BILLING-6/14-7/13 4400 GAGE-FOOD BANK STATION ELECTRICAL BILLING-6/14-7/13 6510 CLARKSON AVE ELECTRICAL BILLING-6/14-7/13 6800 OTIS TC1	11,097.70
48162	08/05/11	110710	SOUTHERN CALIFORNIA EDISON CHRISTMAS LIGHTING DEVICE 12/1/10-1/2/11 ANNUAL BILLING	2,980.52
48170	08/10/11	110711	ALL ACTION SECURITY SECURITY GUARD SVCS-C.CTR 6/25	172.50
48171	08/10/11	110711	JOSEFINA ARREOLA REFUND-VETS PAVILION RENTAL	35.00
48172	08/10/11	110711	BELL SERVICE CENTER LUBE/OIL/FILTER-UNIT #307 VARIOUS REPAIRS-UNIT #308 LUBE/OIL/FILTER/COOLANT FLUSH SYSTEM REPLACE BATTERY-UNIT #307	247.69
48173	08/10/11	110711	CARPENTER, ROTHANS & DUMONT LEGAL SVCS-5/5-6/11 MCSWEENY LEGAL SVCS-6/9/11 MCSWEENEY	330.46
48174	08/10/11	110711	CITY OF INGLEWOOD CITATION PROCESSING-APR'11 CITATION PROCESSING-MAY'11	2,823.07
48175	08/10/11	110711	CSG CONSULTANTS, INC. PLAN CHECK SVCS-JUN'11	485.29
48176	08/10/11	110711	COUNTY OF LOS ANGELES	8,287.45

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ANIMAL HOUSING SVCS-JUN'11	
48177	08/10/11	110711	G4S SECURE SOLUTIONS (USA)INC. CORRECTIONAL OFFCR SVCS-AUG'10	15,939.95
48178	08/10/11	110711	RUBEN GUZMAN REFUND-PAVILION & FOOD PERMIT	70.00
48179	08/10/11	110711	HINDERLITER DE LLAMAS & CONTRACT SVCS-SALES TAX 3RDQTR AUDIT SVCS-SALES TAX 1ST QTR	2,238.53
48180	08/10/11	110711	HUB INTERNATIONAL INSURANCE LIABILITY INSURANCE-C.CTR MAY-JUNE 2011	733.35
48181	08/10/11	110711	INTERWEST CONSULTING GROUP INC PLAN REVIEW SVCS-JUN'11	1,137.91
48182	08/10/11	110711	LOS ANGELES COUNTY MTA BUS PASS SALES-JUN'11 BUS PASS SALES-JUN'11 BUS PASS SALES-JUN'11 BUS PASS SALES-JUN'11	231.00
48183	08/10/11	110711	LOS ANGELES COUNTY MTA TAP BUS PASS SALES-4/25-5/31	10,798.00
48184	08/10/11	110711	NEXTEL COMMUNICATIONS CELLULAR BILLING-6/2-7/1/11 BCHA/BELL PD	131.57
48185	08/10/11	110711	XOCHITL T. PANIAGUA REFUND-PARK PAVILION RENTAL	45.00
48186	08/10/11	110711	PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-4/27-6/30/11 ENGINEEERING SVCS-VARIOUS PROJ	3,060.00
48187	08/10/11	110711	REGISTRAR-RECORDER/COUNTY ELECTION SVCS-MARCH 8, 2011 GENERAL MUNICIPAL AND SPECIAL ELECTION	131,393.14
48188	08/10/11	110711	ZEE MEDICAL, INC. MEDICAL SUPPLIES-BELL P.D.	98.86
TOTAL	25 CHECKS			197,667.96
W0000615	07/28/11	110712	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-PY 7/22/11 7-2011-4	2,518.18
W0000616	07/28/11	110712	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-PY 7/22/11 7-2011-4	62,944.39

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL		2 WIRES		65,462.57
TOTAL				263,130.53

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General

Warrants for

CY / July 27- August 10, 2011

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48157	08/03/11	110801	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY DF 8/5/11	223,069.78
48163	08/05/11	110801	AT&T-LONG DISTANCE TELEPHONE BILLING-5/2-6/1/11 LONG DISTANCE-VARIOUS DEPTS TELEPHONE BILLING-6/1-29/11 LONG DISTANCE-VARIOUS DEPTS	16.39
48164	08/05/11	110801	CSAC EXCESS INSURANCE W.C. INSURANCE PREMIUM-FY11/12	66,877.00
48165	08/05/11	110801	GOLDEN STATE WATER COMPANY WATER BILLING-6/21-7/22/11 7006 WALKER AVE WATER BILLING-6/20-7/21/11 4400 GAGE AVE	39.20
48166	08/05/11	110801	SOUTHERN CALIFORNIA EDISON ELETRICAL BILLING-6/22-7/21/11 5007 FLORENCE PED	66.11
48167	08/05/11	110801	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-JUL'11	1,066.00
48168	08/05/11	110801	VISION SERVICE PLAN (CA) VISION INS ADMIN FEE-AUG'11 VISION INS CLAIMS-JUL'11	2,856.02
48169	08/05/11	110801	WELLS FARGO BANK W.C. ACCT RPLNSH CK#5886-5915	10,877.30
48189	08/10/11	110802	ADMIN SURE W.C./LIABILITY SVCS-8/1-31/11	2,520.00
48190	08/10/11	110802	ALL ACTION SECURITY SECURITY GUARD SVCS-C.CTR 7/2, 7/3 & 7/9/ 2011	1,408.44
48191	08/10/11	110802	AMERICAN PAPER PLASTIC JANITORIAL/MAINT SUPPLIES	1,653.98
48192	08/10/11	110802	DAVID A. BASS CONSULTING SVCS-BUDGET 7/1-31	12,065.00
48193	08/10/11	110802	LUCIA CASTILLO BALLET INSTRUCTOR-6/27-8/1/11	668.00
48194	08/10/11	110802	CHANGE COMMUNITIES CITY CLERK WEBSITE UPDATES 7/13-29/11	300.00
48195	08/10/11	110802	SERGIO CHAVEZ REFUND-HALL RENTAL DEPOSIT	300.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			7/23/11	
48196	08/10/11	110802	DAILY JOURNAL CORP. HEARING NOTICE-CUP PMT#2011-01 HEARING NOTICE-RES 2011-26	343.20
48197	08/10/11	110802	VINCENT DIAZ KUNG FU INSTRUCTOR-6/28-8/4/11	274.40
48198	08/10/11	110802	FLATIRON CAPITAL 2011/2012 LIABILITY INSURANCE 2ND INSTALLEMENT PAYMENT	23,305.45
48199	08/10/11	110802	INTEGRATED OFFICE TECHNOLOGY COPIER OVERAGE W/SUPPLIES	566.63
48200	08/10/11	110802	LA OPINION PUBLICATION SVCS-RES 2011-22A PUBLICATION SVCS-RES 2011-24A PUBLICATION SVCS-RES 2011-21A PUBLICATION SVCS-RES 2011-23A	11,596.25
48201	08/10/11	110802	RICARDO LEON REFUND-HALL RENTAL DEPOSIT 7/24/11	300.00
48202	08/10/11	110802	MCAFEE VIRUS/RECOVERY SERVICES ANNUAL BILLING 5/1/11-4/30/12	1,314.00
48203	08/10/11	110802	MEDINA CONSTRUCTION REMOVE/REPLACE SIDEWALK 4854 EASTERN AVE/WATER LEAK	3,550.00
48204	08/10/11	110802	JESUS MUNOZ REFEREE SERVICES-7/5-28/11 BASEBALL GAMES	1,260.00
48205	08/10/11	110802	QUICK DISPENSE MISC SUPPLIES-C.H.	73.70
48206	08/10/11	110802	QUILL CORPORATION OFFICE SUPPLIES-BUILD/PLAN OFFICE SUPPLIES-BUILD/PLAN	322.79
48207	08/10/11	110802	RELIA-TECH COMPUTER MAINT SVCS-ICAO/P.C. OUTLOOK LOCAL DISTRIBUTION	130.00
48208	08/10/11	110802	REPUBLIC ITS INC TRAFFIC SIGNAL-FLORENCE &OTIS REPAIR CALL ON 7/8/11	4,135.00
48209	08/10/11	110802	JOSEFINA RIVAS AEROBICS INSTRUCTOR-6/27-8/4	1,200.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
48210	08/10/11	110802	RSCC ENGINEERING, INC ENGINEERING SVCS-6/7-7/15/11 FLORENCE AC OVERLAY PROJECT ASSESSMENT DIST ENGINEERING SEWER MAINTENANCE/LIGHTING LANDSCAPE/WASTE COLLECTION/ RECYCLING ENGINEERING SVCS-JUL'11 ENGINEERING SVCS-6/25-7/22/11 BELL SPORTS COMPLEX STREET REHABILITATION PROJECT FLORENCE AC OVERLAY	27,070.00
48211	08/10/11	110802	SCHOOLSIN BULLETIN BOARD-ADMIN	322.95
48212	08/10/11	110802	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-C.H. AUG'11	391.50
48213	08/10/11	110802	TRANSTECH PLAN CHECK SVCS #45308	174.24
48214	08/10/11	110802	UNIFIED TRANSLATION SERVICES INTERPRETING SVCS-7/22/11	300.00
TOTAL	34 CHECKS			400,413.33
W0000617	08/05/11	110803	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-AUG'11	100,466.99
W0000618	08/05/11	110803	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-AUG'11	3,571.35
W0000619	08/05/11	110803	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAYOF 8/5/11	9,645.04
W0000620	08/05/11	110803	WELLS FARGO REMITTANCE CENTER NATURAL GAS VEHICLE BILLING	193.64
TOTAL	4 WIRES			113,877.02
TOTAL				514,290.35

CRA-
Community Redevelopment Agency

Warrants for

PY / July 27- August 10, 2011

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5464	08/10/11	110721	VOID VOID-TEST PRINT	0.00
5465	08/10/11	110721	VOID VOID-TEST PRINT	0.00
5466	08/10/11	110721	ROSENOW SPEVACEK GROUP IMPLEM PLAN/PROF SVCS-JUN/11	305.00
TOTAL	3 CHECKS			305.00

CRA-
Community Redevelopment Agency
Reconsideration of Questioned Warrants for June 22, July 13 & 27, 2011

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

RECONSIDERATION OF
QUESTIONED WARRANTS FOR
JUNE 22, JULY 13 & 27, 2011

BCHA 1-
Bell Community Housing Authority

Warrants for

PY / July 27- August 10, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1479	08/05/11	110730	VOID VOID-TEST PRINT	0.00
1480	08/05/11	110730	VOID VOID-TEST PRINT	0.00
1481	08/05/11	110730	THE GAS COMPANY GAS BILLING-6/22-7/13/11 6633 PINE AVE-LAUNDRY GAS BILLING-6/22-7/13/11 4209 BELL AVE	24.49
1482	08/05/11	110730	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/19-6/20 6304 KING AVE	26.56
1483	08/05/11	110730	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/14-7/14 6633 PINE AVE HSE	43.62
1489	08/10/11	110731	FG BUILDERS HANDYMAN MAINT SVCS-6500 LUCILLE AVE REINSTALLED SMOKE DETECTOR MAINT SVCS-6633 1/2 PINE AVE REPLACED BROKEN WOOD MAINT SVCS-6502 FLORA AVE REMOVE OLD WOOD WATERPROOF PAPER INSTALLED PLYWOOD TO DAMAGE MAINT SVCS-6317 PINE AVE INSTALL WIRE,STUCCO, FELT PATCH AND PAINT HOLE MAINT SVCS-6317 PINE AVE REPLACE WINDOW FRAME MAINT SVCS-6718 OTIS AVE REMOVED OLD RING BELL PATCHED AND PAINTED HOLE	885.62
1490	08/10/11	110731	J. CASTILLO/HANDYMAN MAINTENANCE SVCS-6304 KING #C PAINTED/REPLACED BATHROOM TILE /SHOWER HEAD/LIGHT FIXTURES/ CLEANED CARPET/GEN CLEANING MAINTENANCE SVCS-6304 KING #C WASHED KITCHEN FLOOR/UNPLUGGED SINK/INSTALLLED DOOR HANDLES/ CLEANED WATER HEATER ROOM	864.85
TOTAL		7 CHECKS		1,845.14

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BCHA 1-
Bell Community Housing Authority

Warrants for

CY / July 27- August 10, 2011

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1485	08/05/11	110821	GOLDEN STATE WATER COMPANY WATER BILLING-6/20-7/21/11 4416 GAGE AVE WATER BILLING-6/20-7/21/11 6633 PINE AVE-LAUNDRY WATER BILLING-6/20-7/21/11 4207 BELL AVE WATER BILLING-6/20-7/21/11 6712-18 OTIS AVE WATER BILLING-6/23-7/26/11 6327 PINE AVE WATER BILLING-6/22-7/25/11 6419 PROSPECT AVE	1,157.62
1486	08/05/11	110821	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/20-7/20 6304 KING AVE	19.22
1492	08/10/11	110822	HECTOR E. GIRON GARDENING SVCS-JUL'11 14 VARIOUS LOCATIONS	960.00
1493	08/10/11	110822	J. CASTILLO/HANDYMAN MAINTENANCE SVCS-6624 FLORA #A REPLACED DOOR KNOB-GARAGE DOOR /FIXED GARAGE LIGHT SOCKET/ FIXED ELECTRIC PROBLEM-KITCHEN	67.09
TOTAL	4 CHECKS			2,203.93

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BCHA 2-
Bell Community Housing Authority

Warrants for

PY / July 27- August 10, 2011

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1484	08/05/11	110740	THE GAS COMPANY GAS BILLING-5/23-6/22/11 5246 FLORENCE AVE-FVMHP CORRECTED BILLING	591.92
1491	08/10/11	110741	FIRST CHOICE MISC SUPPLIES-BMHP	70.82
TOTAL		2 CHECKS		662.74

BCHA 2-
Bell Community Housing Authority

Warrants for

CY / July 27- August 10, 2011

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1487	08/05/11	110831	THE GAS COMPANY GAS BILLING-6/23-7/13/11 6503 WILCOX AVE-BMHP GAS BILLING-6/22-7/14/11 5162 FLORENCE AVE-FVMHP	567.40
1488	08/05/11	110831	GOLDEN STATE WATER COMPANY WATER BILLING-6/21-7/22/11 4874 GAGE AVE-BMHP WATER BILLING-6/21-7/22/11 4874 GAGE AVE-BMHP	7,539.39
1494	08/10/11	110832	FIRST CHOICE MISC SUPPLIES-FVMHP	21.65
1495	08/10/11	110832	METERMAN SERVICES, INC METER READING-JUL'11 5162 FLORENCE AVE-FVMHP METER READING-JUL'11 4874 GAGE AVE-BMHP	815.28
1496	08/10/11	110832	PETERSEN POOL & SPA POOL MAINT/SUPPLIES-FVMHP	974.00
1497	08/10/11	110832	WELLS LOCK & KEY KEYS-FVMHP	9.00
TOTAL	6 CHECKS			9,926.72

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City of Bell
Agenda Report

DATE: July 27, 2011

TO: Mayor and Council Members

FROM: Pedro Carrillo
Interim Chief Administrative Officer

BY: Magdalena Prado
Senior Management Analyst

SUBJECT: Bell Community Housing Authority (BCHA) Contracts

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

BACKGROUND:

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

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

1. Mr. Jaime Lepe Mora – Mr. Mora is the maintenance person at Bell Mobile Home Park and Florence Village Mobile Home Park. His hourly rate is $10 per hour, not to exceed twenty-five hours per week.

2. Ms. Betsy Balderama – Ms. Balderama is the afterhours caretaker at Bell Mobile Home Park. Her monthly rate is $580. The night caretaker had been given a rental credit in the past in lieu of payment.

3. Ms. Olga Rodriguez – Ms. Rodriguez is the afterhours caretaker at Florence Village Mobile Home Park. Her monthly rate is $580. The night caretaker had been provided a rental credit in the past in lieu of payment.

4. Mr. Rudy and Mrs. Juanita Davila -- Interim Residential Managers at Florence Village Mobile Home Park. Their monthly payment is $5,400 for two full-time resident managers. In addition, housing and utilities are provided.

Attachments:

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

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

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

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

1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards described in Exhibit A and if such standard is not presented in Exhibit A for a particular task or requirement, then to the prevailing industry standard.

1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above, all of the requirements in Exhibit A and to satisfy Contractor's obligations hereunder.

1.5 **Reserved**

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

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

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

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

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

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

2.3 **Reserved.**

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

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

2.5 **Reserved.**

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

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

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

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

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

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

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

Section 5. **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

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

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

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

Section 6. **STATUS OF CONTRACTOR.**

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

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

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

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

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

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

8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Reserved;

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

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

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9.1 **Records Created as Part of Contractor's Performance.** All reports, photographs, memoranda, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

10.6 **Reserved.**

10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

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

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Any written notice to City shall be sent to:

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

Exhibit A Scope of Services

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BELL	CONTRACTOR
_____	_____
Ali Saleh, Mayor	Jamie Mora Lepe

Attest:

_____

Rebecca Valdez, City Clerk

Approved as to Form:

_____

James Casso, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

JANITORIAL SERVICES

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

Mobile Home Park Office:

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

Shower and Bathroom Facility:

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

Laundry Facilities:

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

Recreation Center

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

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

Park Lights:

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

General:

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

2. **Property Location**: Florence Village (the "Village")
Days to Provide Service: Tuesdays, Wednesdays and Fridays

Village Office:

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

Shower & Bathroom Facility:

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

Laundry Facilities:

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

Recreation Center (upstairs & down stairs)

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

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

Village Lights:

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

Pool and Spa:

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

General:

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

1675153.1

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

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

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

1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractor shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractor is engaged.

1.3 **Assignment of Personnel.** If Contractor does not personally perform the services identified in this Agreement, Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractor's obligations hereunder.

1.5 **Reserved**

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

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

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

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

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

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

2.3 **Reserved.**

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

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

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

2.5 **Reserved**

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

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

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

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

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

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

Section 5. **INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.**

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

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

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

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

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

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

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

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[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BELL

Ali Saleh, Mayor

Attest:

Rebecca Valdez, City Clerk

Approved as to Form:

James Casso, Interim City Attorney

CONTRACTOR

Betsy Balderrama

EXHIBIT A

SCOPE OF SERVICE

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

Bell Mobile Home Park Office:

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

Shower and Bathroom Facility:

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

Laundry facilities/Recreation Center:

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

Park Lights:

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

General/Other:

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

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

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

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

1.1 **Term of Services.** The term of this Agreement shall begin on October 1, 2010 (the "Effective Date") and shall end on eighteen (18) months from the Effective Date, and Contractors shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractors to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Contractors shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the industry in which Contractors are engaged.

1.3 **Assignment of Personnel.** If Contractors do not personally perform the services identified in this Agreement, Contractors shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractors shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Contractors shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Contractors' obligations hereunder.

1.5 **Reserved**

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

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

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

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

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

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

2.3 **Reserved.**

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

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

2.5 **Reserved**

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

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

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

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

Section 6. STATUS OF CONTRACTORS.

6.1 **Independent Contractors.** At all times during the term of this Agreement, Contractors shall be independent contractors and shall not be employees of City. City shall have the right to control Contractors only insofar as the results of Contractors' services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Contractors accomplish services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractors and any of their employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Contractors Not Agents.** Except as City may specify in writing, Contractors shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractors shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever without City's express written consent.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Contractors and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractors and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Contractors represent and warrant to City that Contractors and their employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractors represent and warrant to City that Contractors and their employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractors and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Contractors shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractors under this Agreement. Contractors shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractors thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by both parties.

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

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

8.6 **Options upon Breach by Contractor.** If Contractors materially breach any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Reserved;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractors prepare or obtain pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractors hereby agree to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractors agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Contractor's Books and Records.** Contractors shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Contractors to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractors to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Los Angeles or in the United States District Court for the Central District of California.

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

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

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

10.6 **Reserved.**

10.7 **Conflict of Interest.** Contractors may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractors in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

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

10.8 **Solicitation.** Contractors agree not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Magdalena Prado ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or her designee.

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

_____

_____

_____

Any written notice to City shall be sent to:

_____

_____

_____

10.11 **Reserved**

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

Exhibit A Scope of Services

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BELL

Ali Saleh, Mayor

Attest:

Rebecca Valdez, City Clerk

Approved as to Form:

James Casso, Interim City Attorney

CONTRACTORS

Rudy Davila

Juanita Davila

EXHIBIT A

SCOPE OF SERVICE

RESIDENT MANAGER
Property: Florence Village (the "Village")

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

- Contact vendors for emergency repairs as needed, and ensure work is completed in a workman-like manner. Rotate vendors for emergency calls.

- Maintain logs, such as Inquiries, Complaints, Incidents, Maintenance, Lights and Clubhouse.

- Order and timely replenish maintenance and office supplies.

- Separate the billing statements (i.e. White copy for Resident, Yellow copy for Office and make 1 extra set of copies for Managers)

- Managers shall have no authority to enter into any verbal agreement or understanding, or to make any exception, or approve any arrangement inconsistent with the Rules and Regulations and rental agreement.

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