City Council Agenda

Special Meeting

Tuesday, December 13, 2011
5:00 PM

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.

Special Meeting of
Bell City Council

December 13, 2011
5:00 P.M.

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.

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

II. Communications from the Public

During Communications from the Public, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the Notice and Call for the Special Meeting.

Persons wishing to address the Council 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 or during this time that is devoted to oral communications; provided, however, that requests must be submitted prior to the beginning of the first speaker's remarks.

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.

III. 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.

3.01 Consideration of Selection of Executive Recruitment Firm for a Permanent CAO and Other Department Head Positions. 1-28

Recommendation: Staff recommends the following actions:

1. ***Interview representatives from the firms of Bob Murray and Associates and Peckham-McKenney***
2. ***Select a preferred firm and authorize the Mayor and Interim Chief Administrative Officer to negotiate an agreement with the selected firm***
3. ***Authorize the ICAO to execute an agreement with the preferred firm, approved as to form by the City Attorney.***
4. ***Authorize the selected firm to begin the recruitment process for a permanent CAO***

3.02 Consideration of Agreement for Services with Avery Associates to Conduct Negotiations with the Bell Police Officers Association. 29-46

Recommendation: Approve a contract with William Avery Associates not to exceed $12,000 for services in negotiating a Memorandum of Understanding with the Bell Police Officer's Association and authorize the Interim Chief Administrative Officer to execute, approved as to form by the City Attorney.

3.03 Consideration of Agreement with Interwest Consulting Group for City Engineer Services. 47-123

Recommendation: Award a three and half (3 ½) years contract with Interwest Consulting Group to provide City Engineer Services and authorize the Interim Chief Administrative Officer to execute, approved as to form by the City Attorney.

3.04 Consideration of Contract for Community Development Block Grant Administration Services. 124-157

Recommendation: Approve an Agreement with SJC3 Consulting for Community Development Block Grant Program Administration Services for FY 2011-12 in an amount not to exceed $26,880; and authorize the Interim Chief Administrative Officer to execute, approved as to form by the City Attorney.

3.05 Consideration of Amendment of Agreement with Dave A. Bass for Financial Related Professional Services. 158-170

Recommendation: The City Council approve the amendment to the professional services agreement of David A. Bass at a reduced rate of $72 per hour and extending the agreement to March 31, 2012.

3.06 Consideration of Adoption of 2012 City Council meeting schedule. 171-175

Recommendation: Adopt the resolution.

3.07 Consideration of Resolution requesting Cal PERS to Waive the 960 Hour Limitation for Interim Management Employees. 176-178

Recommendation: That the City Council adopt a resolution to permit the interim executive staff at the City of Bell to continue in place this fiscal year until the searches for the permanent staff are completed.

IV. Adjournment

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

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on Friday, December 9, 2011 Twenty-Four (24) hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Selection of Executive Recruitment Firm for a Permanent CAO and Other Department Head Positions

RECOMMENDATION

1. Interview representatives from the firms of Bob Murray and Associates and Peckham-McKenney
2. Select a preferred firm and authorize the Mayor and Interim Chief Administrative Officer to negotiate a contract with the selected firm
3. Authorize ICAO to execute an agreement with the preferred firm, approved as to form by the City Attorney
4. Authorize the selected firm to begin the recruitment process for a permanent CAO

BACKGROUND

A priority objective approved by the City on September 14, 2011 was to conduct a search for a permanent CAO (City Administrative Officer) and other department head positions. Currently, key executive positions are filled with interim personnel; these include: the CAO, Director of Community Services, Director of Community Development, Director of Finance and Chief of Police. Permanent appointments to these positions will need to be made in 2012.

Use of an executive search firm to recruit senior management positions is a common practice in California cities. There are several firms that specialize in municipal executive recruitment. In November 2011, the Interim CAO issued an RFP (Request for Proposals) to six well qualified executive search firms. Two firms responded: Bob Murray and Associates and Peckham-McKenney; their proposals are attached. Both firms are highly qualified and have conducted numerous searches for municipal executives.

An executive search firm will manage the recruitment process. Typical steps in the recruitment process include:

- Developing a recruitment announcement and position description based upon interviews with City Councilmembers

- Publication and distribution of the position announcement to attract candidates

- Contacting potential candidates and encouraging them to apply for the position
- Taking and screening resumes submitted by candidates
- Conducting interviews with the most qualified applicants
- Meeting with the appointing authority (Council or CAO) to review the top candidates and identify those to invite to an interview
- Managing the interview/selection process
- Facilitating discussion with the appointing authority regarding the outcome of the interviews
- Performing reference and background checks on the top candidates

The City Council will interview representatives from the two firms in an open session on Tuesday, December 13, 2011. Upon conclusion of the interviews, it is recommended the Council select a preferred firm and authorize the Mayor to negotiate an agreement, using the City's standard contract forms, with that firm. Upon completing contract development, the selected firm will begin the process, with the intent of having a recruitment brochure for the permanent CAO published in January 2012.

FINANCIAL IMPACT

Bob Murray and Associates has proposed a price of $17,500 per recruitment plus estimated expenses of $6,500 for recruitment of a Chief Administrative Officer. Peckham-McKenney has proposed a price of $16,500 per recruitment plus expenses not to exceed $7,000for a recruitment. The funding for executive recruitment services will come from the Transition Management Account (01-521-0900).

Attachments
Proposal from Bob Murray and Associates
Proposal from Peckham-McKenney.

BOB MURRAY
& ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

A PROPOSAL TO CONDUCT EXECUTIVE

RECRUITMENTS FOR THE

Community Development Director
and
Community Service Director

ON BEHALF OF THE

City of Bell

phone 916•784•9080
fax 916•784•1985
1677 Eureka Road, Suite 202, Roseville, CA 95661

November 7, 2011

Mayor Ali Saleh and Members of the City Council
City of Bell
6330 Pine Avenue
Bell, CA 90201

Dear Mayor Saleh and Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the Community Development Director and Community Service Director recruitment for the City of Bell. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee (for the Chief Administrative Officer recruitment), and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

Bob Murray & Associates is a small corporation consisting of seven full-time staff members including Bob Murray, President; Regan Williams, Vice President; Wesley Herman, Vice President; Renee Narloch, Vice President; Amanda Urrutia-Sanders, Principal Consultant; Sarah Kenney, Senior Consultant; and Rosa Gomez, Administrative Manager. We have two offices; our primary office is located in Roseville, California with a secondary office in Tallahassee, Florida. Bob Murray & Associates is known throughout the industry, by clients and candidates alike, as the leading firm in terms of customer service. We pride ourselves on our responsiveness to clients and candidates and assure the City that you will receive the highest caliber of service from every member of our team.

Bob Murray & Associates is a national firm with primary offices located at 1677 Eureka Road, Suite 202, Roseville, CA 95661. Our contact phone number is (916) 784-9080; fax (916) 784-1985; and website www.bobmurrayassoc.com. Our secondary office is located in Tallahassee, FL. Our firm has been in business since May 2000. Our corporation name is MBN Services Inc., with a dba of Bob Murray & Associates. It has operated as such since May 2000. The recruitments conducted on behalf of the City of Bell will be led by Mr. Bob Murray out of our Roseville office. There are no major changes in our business planned within the next year.

With respect to the Community Development Director and Community Service Director recruitment, Bob Murray & Associates offers the following expertise:

- Bob Murray & Associates has an unmatched record of success in recruiting local government professionals. With over 25 years of experience, we have conducted hundreds of searches for municipal and special district executives, including many for Community Development professionals. We are currently conducting the Community and Economic Development Director search on behalf of the City of Concord, the Economic and Community Development Director search on behalf of the City of Daly City, and the outreach effort for the City of Morgan Hill Community and Economic Development Director. Our recent experience includes Community Development Director recruitments for the California cities of Benicia; Chino Hills; Cotati; Beverly Hills; Capitola; Fullerton; Los Banos; Modesto; Moreno Valley; Newark; Oakland; Oceanside; Pleasanton; Redlands; San Carlos; Stockton (Director and Deputy); Vacaville; Vallejo; Walnut Creek; and Yuba City (Assistant City Manager of Development Services); in addition to the Town of Yucca Valley, CA; Maple Valley, WA; Newcastle, WA; Salem, OR; Marin County, CA; and San Antonio Housing Authority (Director of Community Development Initiatives). Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Bell's next Community Development Director and Community Service Director.

- Bob Murray & Associates is familiar with Los Angeles County and the surrounding region. We are currently conducting recruitments on behalf of the cities of Arcadia (City Manager); Montebello (City Administrator); Monterey Park (Human Resources Director and Risk Manager) and the Pasadena City College (Police Chief). We recently completed the City Manager recruitment on behalf of the City of Monterey Park and the Police Chief recruitment on behalf of the city of Manhattan Beach. We have conducted recruitments on behalf of the cities of Baldwin Park (Finance Director & Police Chief); Beverly Hills (City Planner, Deputy City Manager – Public Affairs, and Director of Community Development); Claremont (City Manager); Culver City (Police Chief); El Segundo (Director of Planning & Building and Parks & Recreation Director); Glendora (Police Chief); Inglewood (Accounting Manager and Public Works Director); Irwindale (City Manager and Police Chief); Lancaster (City Manager, Assistant City Manager and Finance Director); Long Beach (Manager of Community Recreation Services); Los Angeles (Police Chief); Lynwood (Director and Assistant Director of Recreation & Community Services); Maywood (Police Chief); Monrovia (City Manager, Fire Chief, Police Chief, and Public Works Director); Montebello (Police Chief and Fire Chief); Pasadena (Assistant City Manager, City Manager, Police Chief, and others); Pico Rivera (City Manager and Public Works Director/City Engineer); Pomona (Assistant City Manager, Community Services Director, Deputy Public Works Director, Human Resources Director and Public Works Director); San Fernando (Police Chief); Santa Clarita (Director of Parks, Recreation & Community Services; Recreation Superintendent;

and Transit Manager); Santa Monica (Director of Finance); Signal Hill (Police Chief); South Gate (Police Chief); South Pasadena (City Manager, Public Works Director/City Engineer, and Project Manager – Public Works); Temple City (City Manager); Whittier (Police Chief and Director of Parks); as well as on behalf of the Bob Hope Airport (Executive Director and Airport Engineer/Program Manager); Housing Authority of the City of Los Angeles (Executive Director, Human Resources Director, Section 8 Director, and Chief Financial Officer); the Hub Cities Consortium (Executive Director); the Los Angeles Convention Center (General Manager); the Los Angeles World Airports (Airport Police Chief and Director of Airport Safety Services); the Las Virgenes Municipal Water District (Human Resources Manager); the Port of Los Angeles (Director of Economic Development and Executive Director of Port Technologies Development Center); the Port of Long Beach (Director of Security and Managing Director of Finance and Administration); Palmdale Water District (Finance and Services Manager and Human Resources Director); Walnut Valley Water District (General Manager); and the West Basin Municipal Water District (Public & Governmental Affairs Manager). Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

We have over 25 years of experience and an unmatched record of success in recruiting local government professionals. Bob Murray & Associates has conducted over 800 recruitments for local government professionals throughout the United States and has placed over 200 City Managers.

- We are currently conducting City Manager/Town Manager and City Administrator recruitments on behalf of the cities and towns of Arcadia, Montebello, Rancho Santa Margarita, San Marcos, and Woodland, CA; as well the City of Arlington, TX (Deputy City Manager) and the City of Centennial, CO. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Bell's next Chief Administrative Officer.

- Prior to his career in executive search, Mr. Murray served as the City Manager for the City of Olympia, WA. He therefore understands and has personal insight regarding the dynamic relationship between the City Council and City Manager. This experience will be of great value when screening candidates and making an assessment of their credentials.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Bell, but also that the selected candidate will reflect positively upon your organization.

To learn first hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 9 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

Bob Murray
President
Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Bell has quality candidates from which to select the new Community Development Director and Community Service Director. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Bell's needs will be key to a successful search. We will work with the City and hiring managers to learn as much as possible about the organization's expectations for the new Community Development Director and Community Service Director. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Bell. We also want to know the City's expectations regarding the knowledge, skills and abilities sought in the ideal candidates and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidates. The profiles we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Bell's needs, we will design an effective advertising campaign appropriate for the individual recruitments. We will focus on professional journals that are specifically suited to the searches. We will also develop professional recruitment brochures on the City's behalf that will discuss the community, organization, positions and compensation in detail. Once completed, we will mail the profiles to an extensive audience, making them aware of the exciting opportunities with the City of Bell.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidates with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the positions to prospective candidates will be essential to the success of the searches.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates for each recruitment with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitments we will provide the City and hiring managers with updates on the status of the searches. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the Community Development Director and Community Service Director recruitments on behalf of the City of Bell is $33,000 plus expenses. Services provided for the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Bell will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project to be $12,500. Reimbursable expenses include such items as the cost of travel, clerical support, placement of ads, credit, criminal and civil checks, education verification, as well as newspaper searches. In addition, postage, printing, photocopying, and telephone charges will be allocated. We understand that the Chief Administrative Officer recruitment will begin in January; if Bob Murray & Associates were retained to conduct the CAO recruitment, our professional fee would be $17,500 with expenses projected to be $6,500.

We understand you are seeking the estimated number of hours that we would require to provide our service, the billing rates of persons that will provide said services, and any other estimated additional costs; however, Bob Murray & Associates does not bill based on the number of hours. Our recruiters do not spend a minimum or maximum number of hours on each section of the recruitment process. Instead, they spend the amount of time necessary to exceed the expectations of our clients. The most hours are typically spent on candidate outreach, as this ensures a successful recruitment more than any other aspect of the recruitment process. Developing the candidate profile, as well as the initial interview process and reference checking/newspaper searches, are other areas where significant time is spent.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy five to ninety days from the start of the search.

GUARANTEE

We guarantee that should the selected candidate (for the Chief Administrative Officer) be terminated within the first two years of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Bell. We are confident in our ability to recruit outstanding candidates and do not expect the City of Bell to find it necessary to exercise this provision of our proposal.

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, PRESIDENT

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor's of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

REGAN WILLIAMS, VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor's of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

WESLEY HERMAN, VICE PRESIDENT

Mr. Herman brings over 10 years of management and recruitment experience to Bob Murray & Associates. Most recently, he worked as a Regional Manager for an investment firm directing the recruitment, development and management of a team of associates located throughout the West Coast. Mr. Herman served as the lead contributor to conduct all candidate interviews, engage in negotiations and make recommendations to the firm's principals regarding associate employment for his division. In addition, Mr. Herman has acted in various public sector capacities including as a law enforcement officer and as a legislative advocate for a state industry association.

Mr. Herman's local government and private industry experience have afforded him a unique insight into the specialized needs of each selection process and the ability to identify the ideal group of candidates for an open position. Bob Murray & Associates values his strength in communicating and identifying quality candidates.

Mr. Herman received his Bachelor's of Science degree in Economics and Business Administration from Saint Mary's College of California. He has had further studies in both Public Administration and the Administration of Justice.

S. RENEE NARLOCH, VICE PRESIDENT

S. Renee Narloch is the Director of our East Coast practice located in Tallahassee, Florida. Ms. Narloch has extensive experience in public sector recruitments nationwide. She was formerly employed by a large, national search firm as a Senior Recruiter with sole responsibility for the firm's executive search practice in the Southeastern, Mid-Atlantic and Mid-Western states.

Ms. Narloch has 15 years of experience in Executive Recruitment and has been involved in over 400 national searches. Prior to her recruitment career, she was a Senior Consultant for a national search firm's cost plan and revenue enhancement divisions, serving public sector clients nationwide. She also worked for three Fortune 500 companies in their sales, marketing and financial accounting divisions. Ms. Narloch is responsible for all facets of recruitment including serving as lead consultant with project management responsibilities, recruiting candidates, conducting preliminary interviews and detailed reference inquires, and assisting clients in final interviews and negotiations. As Director of the East Coast Office, Ms. Narloch provides expertise in public sector recruitment, enabling us to better serve clients nationwide.

Ms. Narloch received her Bachelor's of Arts degree in Information Studies, summa cum laude, at the Florida State University, Tallahassee, Florida.

AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT

As a Principal Consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor's of Arts degree in Communications from the University of Wyoming.

SARAH KENNEY, SENIOR CONSULTANT

As a Senior Consultant with Bob Murray & Associates, Ms. Kenney is responsible for candidate recruitment and screening, research, reference checks, and background verifications. Her focus is client service, and she works closely with clients to coordinate candidate outreach and ensure successful searches.

Ms. Kenney brings over a decade of customer service and management experience to Bob Murray & Associates. She has been on both sides of the hiring process and uses her experience to ensure all parties involved are satisfied with every step of recruitment at our firm.

Ms. Kenney received her Bachelor of Arts degree in Psychology from the University of California at Davis.

ROSA GOMEZ, ADMINISTRATIVE MANAGER

Ms. Rosa Gomez is the Administrative Manager at Bob Murray & Associates. Ms. Gomez is the first point of contact at Bob Murray & Associates and has extensive administrative experience.

Ms. Gomez is known for her personal approach as she works closely with clients and candidates alike to ensure a successful search. As the first point of contact for Bob Murray & Associates Ms. Gomez's professional approach is of the highest caliber.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

CLIENT:	City of Montebello, CA
POSITION:	City Administrator, Fire Chief, and Police Chief
REFERENCE:	Mr. Paul Loehr, Director of Human Resources, (323) 887-1382
CLIENT:	City of Morgan Hill, CA
POSITION:	City Attorney, Police Chief and Community and Economic Development Director (outreach only)
REFERENCE:	Mr. Edward Tewes, City Manager, (408) 779-7271, Mr. Steve Tate, Mayor, (408) 779-7259
CLIENT:	City of El Segundo, CA
POSITION:	Director of Planning & Building, and Parks & Recreation Director
REFERENCE:	Mr. Brett Plumlee, Assistant City Manager for City of La Quinta, former Assistant City Manager/Administrative Services Director for the City of El Segundo, (760) 777-7035
CLIENT:	City of Moreno Valley, CA
POSITION:	Community Development Director and Human Resources Director
REFERENCE:	Ms. Denese Wilson-Beilke, former Human Resources Director, (626) 963-0452

PECKHAM & MCKENNEY

EXECUTIVE SEARCH AND CONSULTING

Executive Search Services

City of Bell

November 2011

PECKHAM & MCKENNEY

EXECUTIVE SEARCH AND CONSULTING

November 8, 2011

Mr. Arne Croce
Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, CA 94403-1388

Dear Mr. Croce:

Thank you for the opportunity to express our interest in assisting you and the City of Bell as you reform and rebuild the City organization. We appreciate your personal contribution to the City and the good work that you have already accomplished within the organization. It would be an honor to serve as the City's representative in recruiting top quality talent to move the City forward and continue this reform process.

We have included our responses to your specific questions within the attached proposal. You will find that one of the areas in which we are different from other search firms is in the number of client commitments that we will take on at any one point in time. We established Peckham & McKenney on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Many can claim this, but our business philosophy centers upon the understanding that this is a "people" related industry and that it is "all about fit." Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has lead to multi-year retainer agreements and multiple assignments with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us. Having just recently completed several recruitments, we are currently in a position to consider new client commitments.

We understand that this is a crucial decision for the City Council, organization, and community. We will do everything within our power to make each recruitment process a positive experience for everyone involved. If given the opportunity, we look forward to personally meeting with you in order to further discuss our qualifications and ensure a good fit as your Recruiter. Please feel free to call us toll-free at (866) 912-1919.

Sincerely,

Bobbi C. Peckham

Phil McKenney

Attachment
www.peckhamandmckenney.com

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THE FIRM

Peckham & McKenney provides Executive Search and Consulting services to local government agencies throughout the Western United States and is headquartered in Sacramento, CA. The firm was established as a partnership in June 2004 by Bobbi Peckham and Phil McKenney, who serve as the firm's Recruiters. We are supported by an Office Manager, marketing and design professional, research specialist, web technician, and distribution staff.

Bobbi Peckham and Phil McKenney have close to 35 years' combined experience in local government executive recruitment and have conducted hundreds of searches for City Managers, as well as key department heads overseeing Community Development, Community Services, Human Resources, Finance, Public Works, Parks & Recreation, Library, Fire, and Police. A listing of executive searches **personally** conducted by Ms. Peckham and Mr. McKenney is included as an attachment.

Peckham & McKenney was established on the premise that an executive search and consulting firm must be dedicated to providing its clients and candidates with professional service, as well as a personal, hands-on approach. Our business philosophy centers upon the understanding that this is a "people" related industry and that attention to others' needs is the key to providing effective customer service. Not only are we committed to providing our clients with well-qualified candidates, but we also take pride in treating both our clients and candidates with utmost respect. This commitment has lead to multi-year retainer agreements with a number of agencies, as well as numerous client and candidate testimonials to their experiences with us. We invite you to visit our web site at www.PeckhamAndMcKenney.com.

At Peckham & McKenney, we are committed to local government and sensitive to the challenges and issues faced by our clients. As such, we participate in the Cal-ICMA *Preparing the Next Generation* Committee and also serve as the Administrator for the *Credentialed Government Leader* program for the Municipal Management Associations of Northern & Southern California. In addition, we have provided workshops and training sessions in California and Colorado to up-and-comers on resume and interview preparation and general career guidance.

Since forming Peckham & McKenney in 2004, we have been extremely successful. The only change that we anticipate making within the near future is adopting technology to allow us to conduct preliminary interviews via video conferencing. This advancement will provide not only a decrease in expenses to our clients due to costs associated with consultant travel and meeting room rentals; but it will also allow us to conduct more preliminary interviews than in the past as well as increase the ability of candidates to participate in a preliminary interview without the conflict of taking time away from their current employment.

THE RECRUITMENT

The firm's two Executive Recruiters, Bobbi Peckham and Phil McKenney, will be responsible for conducting the recruitments for the City of Bell. One of the areas in which we are different from other search firms that you may consider is that we personally conduct the key steps in every process rather than handing them down to junior staff. This includes getting to know the community and organization, development of the brochure and advertisements, execution of the marketing plan, outreach calls, screening interviews and reference checks. This approach allows for a continuity of process involving our clients and candidates that is unmatched within the industry.

In addition, we limit the number of search assignments that we take on at any one point in time allowing us to provide the quality, personal attention that you deserve. This way, neither our clients nor our candidates ever feel "lost in the shuffle." We are only interested in assignments where everyone involved is completely satisfied with the process and the results. Over the years, we have found that a total of six (6) recruitments may be conducted by each of us at any one time in order to provide outstanding service to our clients and candidates. We are very cautious to plan accordingly and never commit to more than six recruitments each.

Bobbi C. Peckham

Bobbi Peckham is one of the West Coast's leading local government recruiters and has over 28 years of experience in local government and executive recruitment. Ms. Peckham began her career in the public sector in Naperville, Illinois, where she became familiar with all aspects of local government. Ms. Peckham was then recruited to join the Executive Search practice of a leading California recruitment firm. Later, she played an integral role in creating a national search business for what became the largest recruitment practice serving local government in the country. Here, she became Regional Director overseeing Northern California and a nine-state region.

In 2001, Ms. Peckham was invited to implement a public sector search practice for a Sacramento-based, private sector firm. With its significant success and her outstanding track record on local government placements, she chose to form her own search firm in partnership with Phil McKenney in 2004. Ms. Peckham has personally conducted hundreds of national searches throughout the Western United States. She has extensive experience working with City Councils, Executive Boards, and local government administrators, listening to and understanding their needs in executive level placements.

Ms. Peckham received a Bachelor of Science degree in Organizational Behavior from the University of San Francisco. She is a contributing member of the International City/County Management Association, Cal-ICMA, Women Leading Government, and Municipal Management Associations of Northern & Southern California. In addition, Ms. Peckham was instrumental in writing the ICMA's *Job Hunting Handbook for Local Government Professionals*, and she serves on the Planning Committee for the annual California *Women's Leadership Summit.*

Phil McKenney

Phil McKenney has over 30 years' management experience and is very familiar with local government agencies, having led a county organization and having worked with numerous city governments and special districts. Mr. McKenney began his career in the resort and hospitality industry and served as General Manager for Mattakesett Properties on the island of Martha's Vineyard. He then relocated to Keystone Resort in Colorado, which is now acknowledged as a premiere all-season resort with special recognition for its level of guest services. Mr. McKenney later took over the helm of the Summit County Chamber of Commerce as their Executive Director. This hybrid-Chamber was the only countywide organization responsible for marketing all of Summit County, Colorado, home to Breckenridge, Keystone, and Copper Mountain resorts. Through his leadership and collaborative style, and working with the cities and county within Summit County, he led the Chamber to being a readily recognized and well-respected organization within Colorado and the Western United States.

Mr. McKenney was then selected by Placer County, California to lead the merger of the North Lake Tahoe Chamber of Commerce and the North Tahoe Visitors and Convention Bureau into the North Lake Tahoe Resort Association. As Executive Director of this new county organization, he represented the Tourism industry for all of North Lake Tahoe. The Resort Association is now a proactive, nationally recognized organization whose model of governance is being replicated in numerous resort communities across the western United States.

Mr. McKenney joined Ms. Peckham in executive recruitment in January 2003 and has since conducted many national recruitments throughout the Western states, including Colorado, Arizona, Oregon, and California. Mr. McKenney has an undergraduate degree in Recreation from Slippery Rock State College as well as a Master of Business Administration from the University of Denver.

Joyce Johnson

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Office Manager. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. She has a total of 28 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. Ms. Johnson holds an Associate of Arts degree from American River College.

Additional Contract Staff

Peckham & McKenney also contracts with a marketing and design professional, research specialist, web technician, and distribution staff.

THE RECRUITMENT PLAN

While it is our intent to customize the search and project schedule to fit the City of Bell's specific needs, the search process typically includes the following key actions:

Project Organization – This phase provides for the development of a detailed Candidate Profile. We will meet individually with the Interim Chief Administrative Officer, as well as others you identify, to discuss the issues and challenges facing the City of Bell and the City's reform process. The desired background and experience, leadership style and personality traits, skills and abilities will be discussed. We will also discuss expected parameters of each search, the search timeline, and schedule future meeting dates with the Interim CAO.

Typically, we devote significant time to this phase of the recruitment in order to become fully knowledgeable of the organization, community, and desired profile of each recruited position. We encourage our clients to allow us to meet with staff, the executive management team, Commission members, labor representatives, community business leaders, residents, and others. These may be one-on-one meetings, small group discussions, or larger public forums, depending upon the appropriate style and venue desired by the City. Electronic survey tools may also be utilized to provide input opportunities to the community on a broader scale. We have significant experience in a variety of methods for gaining input on the candidate profile, and we will provide advice and recommendations to the Interim CAO. In addition, we ask for a tour of the community in order to more fully understand current and future projects as well as gain a stronger familiarity with the community.

Recruitment – Advertisements will be placed in the appropriate industry publications and websites, and our firm will assume responsibility for presenting your opportunity in an accurate and professional manner. Full information on the position will be posted on our firm's web site as well as the site of the City. In addition, an attractive brochure will be prepared to market the organization and position to potential candidates. This brochure will be mailed to 300-400 industry professionals, and it will also be available on our firm's web site. Copies of the brochure will also be made available to the City.

The main focus of our outreach, however, will be direct phone contact with quality potential candidates. With nearly 35 years of executive search experience, we have developed an extensive candidate database that is continuously utilized and updated. Our recruiting efforts will focus on direct and aggressive recruiting of individuals within the search parameters established during the Project Organization phase. We believe direct recruiting produces the most qualified candidates. We know how to identify the "hidden" candidates, including those passive candidates who may be resistant to considering an employment change. Throughout this active search process, we will regularly notify the Interim CAO of the status and share questions, concerns, and comments received from potential candidates as they consider the opportunity. By doing so, we will "team" with the Interim CAO to ensure that all issues and concerns of candidates are discussed and understood thereby eliminating "surprises" once the resume filing deadline has occurred.

As resumes are received, they will be promptly acknowledged, and we will personally respond to all inquiries. Once the resume filing deadline has passed, the Interim CAO will be once again updated on the status of the recruitment, the number of resumes received, and our intent for preliminary interviews.

Preliminary Interviews/Recommendation – As resumes are received, supplemental questionnaires will be sent to candidates who appear to meet the candidate profile. Following the resume filing deadline and a thorough review of the resumes and questionnaires received, we will conduct preliminary interviews with those individuals most closely matching the candidate profile. Preliminary reference checks will be conducted and a written recommendation of finalists will be personally presented at an on-site, one- to two-hour meeting with the Interim CAO. The City will receive a full listing of all candidates who applied for the position, as well as the cover letters, resumes, and supplemental questionnaires of the recommended group of candidates for further consideration.

Once a group of finalists has been selected as finalists by the Interim CAO, all candidates will be notified of their status. We will prepare a finalist interview schedule and notify finalist candidates accordingly. If necessary, finalists will make their own travel plans and reservations. It is customary that the City reimburse finalists for roundtrip airfare, car rental, and lodging necessary to attend the interviews. We will confirm this with the City at our meeting to recommend finalists.

Final Interviews/Selection – During this phase, finalists will be interviewed by the City using a multiple-panel interview process. We will provide on-site advice and facilitation assistance during the final interview process. Interview materials, including suggested interview questions, evaluation and ranking sheets will be provided for the City's and Panel's convenience.

An orientation session will be held with the Interim CAO and Panelists prior to the finalist interviews, and we will work with all through a ranking process and discussion of the finalists at the end of the day. We will assist the City in coming to consensus on the leading two to three finalists for further consideration, and we will provide recommendations on next steps, including additional meetings or social engagement with each finalist to learn more of the "fit" they may bring. In the past, our clients have chosen to conduct subsequent interviews, roundtable discussions, meals, or receptions with these finalists; we will provide the Interim CAO with recommendations and options.

Qualification – Once the final candidate has been selected, our firm will verify, at your discretion, professional work experience, educational histories, criminal, civil, credit, motor vehicle records, and second "tier" references. This comprehensive process ensures that only the most thoroughly screened candidate is hired. In addition, negotiation assistance will be provided as requested by the City. Our ultimate goal is to exceed your expectations and successfully place a candidate who "fits" your organization's and community's needs now and into the future.

PROFESSIONAL FEE AND EXPENSES

The professional fee for a single recruitment is $16,500. One-third of this fee is due as a retainer upon execution of the agreement. The remainder of the fee will be divided and billed in two separate, monthly invoices. If we are selected to conduct multiple recruitments, the professional fee will be reduced to $15,000 and negotiated thereafter. If selected to conduct the six executive recruitments currently considered by the City of Bell, the total professional fee will be $75,000.

A typical recruitment process includes a series of three scheduled meetings; the first to develop the Candidate Profile, the second to recommend finalists, and the third to facilitate finalist interviews. Requested additional meetings are typically negotiated and billed accordingly.

The City of Bell will also be responsible for reimbursement of expenses not to exceed from $5,500 to $7,000 for each recruitment. Cost savings may be possible by conducting multiple recruitments at one time. Expenses will be pre-approved and will be billed back at cost. Expenses include out-of-pocket costs associated with consultant travel, clerical, advertising, telephone, printing/copying, supplies/postage, and background checks. The cost of background checks ranges from $100 to $200 for each candidate and are included in this expense cap.

Insurance

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit) and Commercial General Liability Insurance ($2,000,000 General Liability, $4,000,000 General Aggregate, $1,000,000 Personal Injury and $4,000,000 Products). Our Insurance Broker is Wells Fargo Insurance Inc. out of Minneapolis, Minnesota, and our coverage is provided by Zurich Insurance Company and Markel America Insurance Company.

In addition, Bobbi Peckham and Phil McKenney each carry personal automobile liability insurance in the amount of $1,000,000.

PLACEMENT GUARANTEE AND ETHICS

Our placement record is particularly strong in that 94% of the candidates we have placed within the past six years continue in those positions today. In the unlikely event, however, that a candidate recruited and recommended by our firm leaves your employment ***for any reason within the first two years*** (except in the event of budgetary cutbacks or position elimination), we agree to provide a one-time replacement at no additional charge, except expenses.

Time and again, we receive unsolicited comments from clients and candidates relating to our integrity and high ethics.

- First, we believe in honesty. No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Conversely, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."

- We strive to keep everyone involved in a recruitment process informed of the status. Not only do we provide regular updates to our clients, but we also have a reputation for keeping our candidates posted, even to the extent of informing them as to who was eventually selected.

- As recruitment professionals, we do not recruit our placements -- ***ever***. Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. However, if they become a finalist, we ask that they speak to their supervisor (Council member or Manager) to alert them of their intent.

- We do not recruit staff from our clients for another recruitment during an active engagement. Nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.

- We are retained only by client agencies and not by our candidates. While we have a reputation for being actively involved in the profession and providing training, workshops, and general advice to candidates, we represent only our clients. In addition, we ***always*** represent and speak of our client in a positive manner; during the recruitment engagement as well as years after.

- We do not misrepresent our client list. Only those searches that we personally conducted appear on our list; rather than those conducted by other Recruiters while with other executive search firms.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Bobbi Peckham and Phil McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients of Ms. Peckham or Mr. McKenney listed in the Attachment.

City of Alhambra, CA – Community Development Director, Finance Director, Fire Chief and Police Chief (2010/11)
Julio Fuentes, City Manager; or Richard Bacio, Assistant City Manager
(626) 626-570-5095; jfuentes@cityofalhambra.org

City of Aurora, CO – Finance Director (current search)
Mr. Kin Shuman, Human Resources Director
(303) 739-7241; kshuman@auroragov.org

City of Belmont, CA – City Manager (2010)
Christine Wozniak, Mayor; Greg Scoles, City Manager; or Cora Dino, Human Resources Director
(650) 637-2988; cdino@belmont.gov

City of Carmel-by-the-Sea, CA – City Administrator (recently completed)
Sue McCloud, Mayor or Heidi Burch, City Clerk
(831) 624-7310; Cloud93921@aol.com

City of Campbell, CA – City Manager (current search)
Jason Baker, Mayor; or Jill Lopez, Human Resources Director
(408) 866-2122; jlopez@cityofcampbell.com

City of Encinitas, CA – City Manager (recently completed)
Teresa Barth, Council member; or Richard Phillips, Assistant City Manager
(760) 633-2610; rphillip@cityofencinitas.org

City of Fremont, CA – Assistant City Manager (2010)
Fred Diaz, City Manager; or Mark Danaj, Assistant City Manager
(510) 284-4002; fdiaz@fremont.gov

City of Laguna Niguel, CA – Community Development Director (2010)
Tim Casey, City Manager; or Robert Ming, Council Member
(949) 362-4300; tcasey@cityoflagunaniguel.org

City of Louisville, CO – Public Works Director (current search)
Heather Balser, Deputy City Manager
(303) 335-4530; heatherB@louisvilleco.gov

Mountain House Community Services District, CA – General Manager
Paul Sensibaugh, General Manager; or Mimi Duzenski
(209) 831-5642; mduzenski@sjgov.org

City of Palmdale, CA – City Manager (current search)
Mayor James Ledford; or Matt Ditzhazy, City Attorney
(661) 267-5108; mditzhazy@cityofpalmdale.org

City of Palo Alto, CA – Assistant City Manager (2009)
Library Director, Community Services Director, and Chief People Officer (current search)
James Keene, City Manager, or Pamela Antil, Assistant City Manager
(510) 387-6954; james.keene@cityofpaloalto.org

City of San Mateo, CA – City Clerk (current search) and Finance Director (2010)
Susan Loftus, City Manager; or Linda Spady, Administrative Services Director
(650) 522-7264; lspady@cityofsanmateo.org

Town of Woodside, CA – Town Manager (recently completed)
Susan George, retiring Town Manager
(650) 851-6790; SGeorge@woodsidetown.org

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Agreement for Services to Conduct Negotiations with the Bell Police Officers Association

RECOMMENDATION

Approve a contract with William Avery Associates not to exceed $12,000 for services in negotiating a Memorandum of Understanding with the Bell Police Officers' Association.

BACKGROUND

On September 14, 2011, the City Council approved negotiation of a new MOU (Memorandum of Understanding) with the BPOA (Bell Police Officers Association) as a priority objective for the current fiscal year. An MOU contains the conditions of employment for the employees represented in the bargaining unit, in this instance the sworn Police Officers of the City of Bell. The most recent agreement with the BPOA expired June 30, 2010.

A contract with William Avery Associates is recommended to conduct negotiations on behalf of the City with the BPOA. The contract is for a not-to-exceed amount of $12,000. Information about Avery Associates is attached. Bill Avery has over 30 years of experience in public sector labor relations including significant experience with police bargaining groups. I have used Bill for successful negotiations several times in San Mateo and Los Altos. He has several clients in Southern California.

A closed session of the Council will be held in January, after we have received the results of the compensation survey for Police Officers from CPS HR and had an initial meeting with the POA to review their key issues. The Council will give the ICAO and Mr. Avery directions regarding the City's objectives for a new MOU. Further closed sessions will be held as negotiations progress and the two parties move toward an agreement.

FINANCIAL IMPACT

The agreement with Avery Associates is for a not to exceed amount of $12,000; this includes professional services and expenses. The agreement will be funded out of the City's Transition Management Account (insert account #).

Attachments:
Agreement with Avery Associates
Information regarding Avery Associates

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR

LABOR NEGOTIATION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of December, 2011, by and between the CITY OF BELL, a California municipal corporation herein ("City") and Avery Associates (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Warranty. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. Contractor warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twelve Thousand Dollars ($12,000), inclusive of all expenses ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of $13,200 or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

2.4 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with

the Prevailing Wage Laws. The provisions of this Section may be waived in Exhibit "A" if inapplicable to the serves provided hereunder.

3. PERFORMANCE SCHEDULE

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

3.2 [Reserved.]

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

3.4 Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 5, pertaining to indemnification and insurance, respectively.

3.5 Term. This agreement is effective as of December 14, 2011 and, unless earlier terminated in accordance with Article 7 of this Agreement, shall continue in full force and effect until completion of the services but not exceeding twelve (12) months from the effective date hereof.

4. COORDINATION OF WORK

4.1 Representative of Contractor. Bill Avery is hereby designated as being the representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Arne Croce is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The Chief Administrative Officer of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

5.2 Indemnification. To the full extent provided by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

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

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

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

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if

any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.9 City Obligations. City shall assist Consultant by providing information, personnel, space and facilities as follows:

(a) All information reasonably within City control or accessible to City and which may be helpful to Consultant in the performance of his services as provided for herein; and

(b) A management team composed of a member of the department and, at least, one member of the City Manager's Office to assist Consultant during the meet and confer sessions; and

(c) Supplemental on site clerical and stenographic assistance as Consultant may reasonably require; and

(d) A suitable location where meet and confer sessions may be conducted.

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

CITY:

CITY OF BELL, a municipal corporation

_____
Interim Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
David J. Aleshire, City Attorney

CONTRACTOR:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two signatures are required if a corporation

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

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2011 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

106772

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

106772

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Consultant shall act as City's principal representative and chief negotiator at all meet and confer sessions held with the Bell Police Officer's Association. All such representations and negotiations shall abide by the guidelines established by the City, and Consultant shall meet and confer as often as is reasonably necessary until agreement is reached, or until the City Council has determined that agreement is not reasonably possible. Consultant shall also act as City's representative at any impasse proceedings that may be conducted. Consultant shall meet with the City Manager and City Council, as often as is necessary during each meet and confer process, and shall consult with the City Attorney as to legal issues which may arise, including impasse.

B. When agreement is reached with an employee bargaining unit, a Memorandum of Understanding will be prepared by Consultant, reviewed by the City Attorney, and submitted to the City Council for approval. When approved, Consultant shall meet with City's management to review the approved Memorandum of Understanding.

C. In addition to the services described above, Consultant shall provide such other assistance in furtherance of said services as directed by the City.

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

A. Memorandum of Understanding Between the City of Bell and the Bell Police Officers' Association.

III. [Not Applicable.]

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

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

A. Bill Avery

VI. [Not Applicable.]

EXHIBIT "B"

SCHEDULE OF COMPENSATION

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

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

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

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

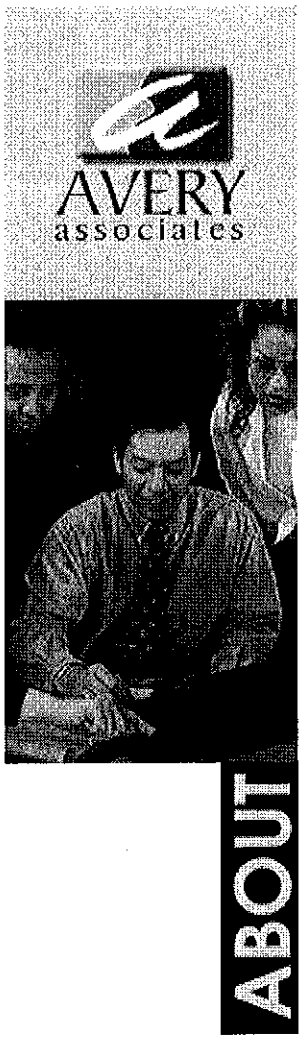
D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

II. The total compensation for the Services shall not exceed $12,000, as provided in Section 2.1 of this Agreement.

William Avery & Associates, Inc. is an Executive Search and Labor Relations consulting firm, which has served both the public and non-profit sectors for over 25 years. Building strong relationships with clients, and helping clients build strong relationships within their own organizations, are key objectives at Avery Associates.

The firm is pleased to announce the creation of a new Management Group to complement its current services. This Group consists of local government professionals who have previously done exceptional work together and have considerable practical problem solving skills based on extensive local government, special district, non-profit work, and consulting experience. The Management group will take an innovative and solutions-based approach focused on addressing critical challenges that are at the core of the current fiscal crisis in local government and special districts.

Members of the Avery team work together closely to design a customized, winning strategy for each client. Our personal approach is characterized by the highest standards of integrity, ethics, responsiveness, and commitment to your success.



Avery Associates builds relationships.

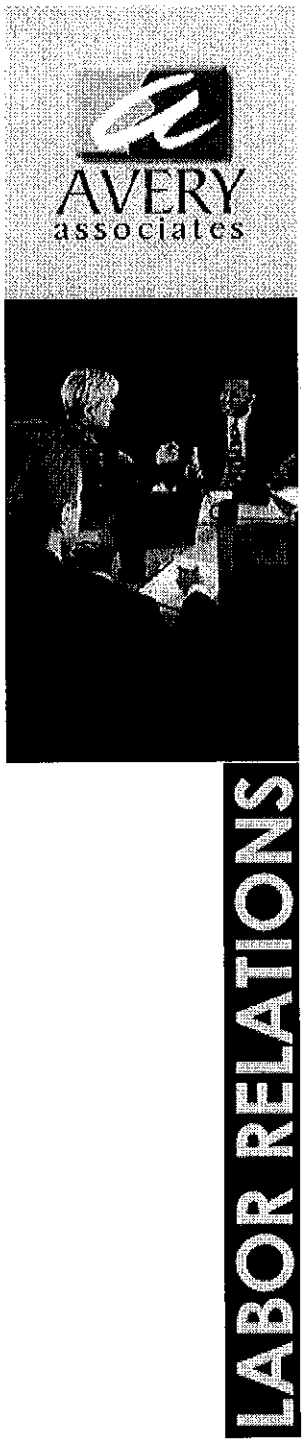
Whether it is recruiting the perfect executive for your team, performing labor negotiations to strengthen workplace relationships, or evaluating management challenges and opportunities, Avery professionals will begin by learning about your organization. We get to know your people, your culture, your vision and your goals.

Since 1981, Avery Associates has focused on understanding our clients. Bill Avery has created a team of professionals qualified to meet the specific needs of both the public and the non-profit sectors. For many organizations, retaining executive search support is the most time efficient and cost effective way to ensure optimum results for the successful placement of outstanding executive management.

The new Management Group has a combined experience that allows them to understand the complex environment of political constraints, policy, fiscal, and management limitations in offering contemporary and practical solutions to local government. The Management Group is experienced in fiscal and budget management, economic development, conducting organizational assessments to help downsize organizations, negotiations, risk management and other disciplines necessary to help local government cope with a dramatically changed economic and political climate.

Avery professionals, have been there, in roles such as City Manager, Deputy City Manager, Police Chief, Finance Director, Community Development Director, Economic Development Director, University Vice Chancellor, Downtown Business Coordinator, CPA, Community College District Controller, Assistant County Counsel, Human Resource Director, and in several corporate leadership positions. Knowing the territory and building strong relationships statewide gives us an advantage that works for every client.

We understand your work environment, and have the tools to help you make it better.



Trust Builders in Labor Relations

Labor Relations activities no longer need to be confrontational exercises designed to discourage cooperation, understanding, or the speedy settling of differences. Avery Associates takes a different approach.

For more than 25 years, Bill Avery has applied a cooperation-based, problem-solving approach to labor relations issues. Bill Avery says "we have had tremendous success guiding negotiating teams to work together to determine fair resolution of the issues, and to demonstrate respect and dignity for each other throughout the process."

While strongly representing clients' interests, Avery Associates uses the negotiations process as an opportunity to strengthen workplace relationships by bringing negotiation teams together to define and resolve differences fairly.

Successful use of its positive techniques has resulted in the firm's developing effective and long-standing working relationships with employee organizations throughout California.

Avery Associates has represented clients for the full-range of labor relations and personnel issues:

- Negotiations (as Chief Negotiator)
- Representation in grievance and disciplinary matters
- Impasse proceedings, including arbitration
- Representation before the Public Employee Relations Board

New legislation will encourage even greater confrontational negotiations between public agency labor unions and management. Because your people must work well together every day, you cannot afford to have relationships undermined by a negotiations process focused on self-interest and obsolete confrontational techniques.

We think you'll like our approach, and our results.

AVERY associates

STAFF

William Avery

"I was very careful in building my firm. I defined my direction and needs, then took my time to fill those needs with experts who complement my skills and expand what we can do for clients... I'm extremely proud of our team."

Bill Avery founded his successful management consulting firm in 1981. He has directed William Avery & Associates in service as a Labor Relations and Executive Search consultancy, serving personally as a chief negotiator, trainer, and representative in grievance and disciplinary matters.

A specialist and widely recognized expert in employer-employee relations, he has served as a City Manager (Los Gatos) and Assistant City Manager. While City Manager, he was President of the Santa Clara County City Manager's Association and Chair of the County Employee Relations Service.

Bill has lectured at De Anza College, San Jose State University, and Stanford University, and regularly makes presentations for the League of California Cities, CALPELRA, and other public sector organizations.

Building on his personal track record of success, he expanded the firm's focus to include increased emphasis on not-for-profit and private sector search. He added proven industry professionals with expertise in these areas. The result has been to create an exceptionally strong management consulting firm, now known as Avery Associates, with the expertise to provide the full range of services required for successful public or private sector executive search.

A key measure of the firm's success has been the many long-term relationships that he and his staff have established with clients.

Bill holds B.A. in Political Science and an M.P.A. from San Jose State University, where he was graduated with highest honors.

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Approve a Three and a half-year Contract for City Engineer Services with Interwest Consulting Group.

RECOMMENDATION:

That the City Council Award a three and a half (31/2) years contract with Interwest Consulting Group to provide City Engineer services; and Authorize the Interim Chief Administrator to execute the agreement on behalf of the City.

BACKGROUND:

On July 1, 2010, the previous administration approved a 1 year contract with RSCC Engineering (RSCC) to provide City Engineer services for the period between July 1, 2010 and July 31, 2011. Prior to the RSCC contract expiration, the current City Council made the determination to select an engineering firm through an open and competitive Request for Proposal (RFP) process. RSCC continued to provide interim engineering services until such time the City has completed the selection process for City Engineer services.

DISCUSSION:

The City issued a Request for Proposal for City Engineer Services on July 19, 2011. On August 24, 2011, the City Council extended the response deadline to September 30, 2011. Proposals were received from ten firms (see attached list). The proposals were reviewed by the Directors of Public Works in Lynwood, Bell Gardens and Downey, and by the interim Bell CAO. The proposals were ranked based upon the response to the RFP and the qualifications and capacities of the firms. As a result of this review, six firms were invited to interview: Interwest, Transtech, Quantum, Onward, RSCC Engineering and Willdan.

Interviews with the six firms were conducted on October 17, 2011. The interview panel consisted of the three public works directors, interim CAO, Vice Mayor Harber and Councilmember Quintana. The firms were ranked by the panel at the conclusion of the interviews. Two firms were identified as the most capable of providing the engineering services needed by the City: Interwest and Transtech. Both firms also had competitive fee proposals. The former Public Works Director from the City of Sunnyvale conducted reference checks, pro bono, on the two firms and did a comparative analysis of both proposals. Both companies had very good

references, and either one was well-qualified to meet the City's needs. Interwest was selected as the preferred firm because of the particular strength of references for Terry Rodrigue, the person that will serve as the City Engineer, the greater depth of staff in the firm and an overall lower fee structure. The interim CAO and interim Community Development Director commenced contract negotiations with Interwest.

Given the nature of the services and the value of continuity and consistency, the proposed contract will be for the remaining half of this fiscal year 2011/12 plus three fiscal years, for a total of three and a half years (3 ½). A provision in the contract allows the City to consider an extension of 2 additional years subject to Council approval.

SUMMARY OF SERVICES

City Engineers typically provide services in two areas, one being general administrative function and two being development review function.

Examples of general administrative functions are:

- Assist in the preparation of capital improvement projects, improvements plans, specifications, bid documents and public improvement management.
- Assist in soliciting proposals for capital improvement project design work, and assist in the review and evaluation of bid submittals.
- Provide construction observation and management during the course of City projects. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Attend Council, Commission, and Committee meetings.
- Advise City as to engineering and construction financing for other government agencies, and when directed, prepare and initiate applications for funding.
- Serve as resident City Engineer. Assist in management of records. Provide public information regarding engineering matters.
- Advise the City on National Pollution Discharge Elimination system (NPDES) compliance.

Example of development review functions are:

- Review of proposed public improvements in private development (streets, drains, water lines, etc.).
- Review and checking of lot line adjustment, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with Subdivision Map Act and City ordinances.
- Provide "turn around" checking time for map and improvements plans generally not to exceed two weeks for first plan check after application has been deemed complete.
- Establish performance, labor, and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.

FINANCAL IMPACT

RSCC provides city engineering services for 5 hours a week with a rate of $135 per hour. Interwest proposes to provide city engineering services for the first 10 hours of each week at the rate of $95 per hour. For a 10-hour week, the bill rate from RSCC would be $1,350 versus a bill rate of $950 from Interwest. Interwest will not charge the City for time spent on learning about the City, its practices and procedures. Interwest estimated that this amounts to a cost savings for the City of approximately $10,000 (100 hours at an average bill rate of $100 per hour). In addition, they have offered not to charge the City for the first two months of general city engineering services. This is an additional cost savings of $4,750 (a total of 50 hours at a rate of $95 per hour).

The funding for general and administrative engineering services is from General Fund 01-525-3200 under professional services. Upon approval of City Engineer contract services, Interwest will begin to administer Fiscal Year Capital Improvement Project (CIP) program and will be assigned CIP tasks. Since CIP projects are funded by various transportation funds from Proposition A, Proposition C, Measure R or federal grants, therefore the design, the preparation of plans and specifications and the project management of an assigned CIP task will be through those funds and will not have an impact to the general fund.

ATTACHMENTS

A Proposed Contract Services Agreement with Interwest Consulting Group
B. Interwest response to the City of Bell RFP
C. Bell Request for Proposal City Engineer Services
D. List of firms responded to Bell's RFP

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

INTERWEST CONSULTING GROUP

For

CITY ENGINEER SERVICES

107013

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND
IINTERWEST CONSULTING GROUP

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this 14th day of December, 2011 by and between the City of Bell, a municipal corporation ("City") and Interwest Consulting Group, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

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

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

C. Pursuant to the Bell Municipal Code, City has authority to enter into this Services Agreement and the Chief Administrative Officer has been delegated authority to execute this Agreement by the City Council.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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

Contractor shall provide services as the City Engineer and in serving in such capacity shall have the duties, responsibilities, immunities and defenses of an officer of the City. Pursuant to the authority of Government Code Section 36505, the individual employed by Contractor appointed as City Engineer is Terry J. Rodrigue, PE. All other employees performing services under this Agreement shall serve as the appointed City Engineer's deputies.

1.2 Contractor's Proposal.

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

1.3 Term of Agreement.

This Agreement shall take effect on December 14, 2011 and shall remain in effect for a period of three and a half (3 ½) years, up to and including June 30, 2015 unless earlier terminated as set forth herein. City has the option of extending the Term of Agreement up to a maximum of two (2) additional years subject to City Council approval.

1.4 Compliance with Law.

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

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

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

1.7 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 [Reserved.]

1.9 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.10 Further Responsibilities of Parties.

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

1.11 Additional Services.

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

1.12 [Reserved.]

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for General City Engineer Services shall not exceed $22,800 between December 14, 2011 and June 30, 2012, and $45,600 for each subsequent fiscal year, for a total of $159,600 for the Contract Term established in Section 3.5 (the "Contract Sum"). The total compensation, including reimbursement for actual expenses, for Task Order City Engineer Services, as described in Exhibits "B" and "C", shall not exceed $67,500 between December 14, 2011 and June 30, 2012, and $135,000 for each subsequent fiscal year, for a total of $472,500 during the Contract Term.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5,

and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

The time period(s) for rendering any services pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency,

including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

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

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2015, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

TERRY J. RODRIGUE	PRINCIPAL
(Name)	(Title)
P. TIMOTHY D'ZMURA	MUNICIPAL SERVICES
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Agency to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Agency. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Agency. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Agency.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not

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

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

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

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

5.2 General Insurance Requirements.

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

All certificates, except workers compensation and professional liability insurance, shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

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

[to be initialed] _____
Agent Initials

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3. .

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity to the extent arising

out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer or Surety.

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

right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed

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

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's negligent, reckless or willfully wrongful acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. In the event of a determination that such sums are not owed by Contractor to City, such amount shall bear interest at the legal rate. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

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aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

_____

Chief Administrative Officer

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

David Aleshire, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP

_____

By:_____
Name: Terry J. Rodrigue, PE
Title: Principal

By:_____
Name: P. Timothy D'Zmura, PE
Title: Municipal Services

Address: 15061 Springdale St, Suite 205
Huntington Beach, CA 92649

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

107013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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

_____
_____

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. General Administrative Functions:

1. Be available to consult with staff on all matters relating to engineering.
2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interest and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
4. Attend Council, Commission, and Committee meetings as requested by the Chief Administrative Officer.
5. Direct other contract engineering services to assure compatible and timely response to City needs.
6. Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.
7. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the Chief Administrative Officer or his/her designee.
8. Perform other engineering related functions as directed by the Chief Administrative Officer or his/her designee.
9. Advise the Chef Administrative Officer or his/her designee as to engineering and construction financing available from other government agencies and, when directed, prepare and initiate applications for funding. Also, serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.
10. Provide technical assistance for City personnel when so directed.
11. Provide for enforcement of engineering related City Ordinances.
12. Provide inspection services for investigations of engineering related complaints and conditions.
13. Assist clerical staff in management of records relating to engineering. Serve as liaison to the City Clerk for engineering related matters. Provide public information regarding municipal engineering matters.
14. Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management
15. Solicit proposals for capital improvement project design work.
16. Assist the Chief Administrative Officer in the review and evaluation of bid submittals.
17. Advise the Chef Administrative Officer or his/her designee as to engineering and construction financing available from other government agencies and, when directed, prepare and initiate applications for funding. Also, serve as Resident Engineer when required pursuant to Caltrans/Federal requirements.

18. Advise the city on National Pollution Discharge Elimination System (NPDES) compliance.
19. Provide four (4) hours of public counter or inter-office services per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, subdivision maps and other engineering related issues.

B. Development Review Functions:
1. Review proposed improvements and land development and provide recommendations as to engineering matters to ensure conformance with City Ordinances and State Law.
2. Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City Ordinances.
3. Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final map or final map deficiencies within thirty (30) days, specifying those items needed to complete the application.
4. Establish performance, labor and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.
5. Provide such necessary and related functions as are normal practice of the City Engineer in control of private development.

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

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 2.6 is added as follows:

2.6 Compensation for Task Order City Engineer Services.

The City expects to assign Contractor to perform specialized City engineering services funded from accounts other than the General Fund, pursuant to separate written task orders issued by the Chief Administrative Officer or designee ("Task Order City Engineer Services") prior to the commencement of the work specified in the task order. The specific tasks will vary depending on the project. Contractor shall have no claim for compensation for any services or work which has not been authorized in writing by the City's Chief Administrative Officer or Designee.

EXHIBIT "C"
COMPENSATION

I. Contractor will be compensated for General City Engineer Services according to the following billing rate, and any Task Order City Engineer Services, as described in Section II. below, will be billed at the rates shown in attached Exhibit C-1:

City Engineer (for first 10 hours per week)	**$95 per hour**
City Engineer (for each hour exceeding 10 per week)	**$125 per hour**

General City Engineer Services means those services funded by the City's General Fund.

II. In addition to General City Engineer Services, the City Engineer shall perform Task Order City Engineer Services funded from accounts other than the General Fund. Such services may include, without limitation, the preparation of annual assessments for the City's assessment districts and the design and management of capital projects with specific project accounts and funding.

III. The City will compensate Contractor for General City Engineer Services and Task Order City Engineer Services performed upon submission of a valid invoice. Each invoice is to include:

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

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

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

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

E. In addition, each Task Order City Engineer Service shall be memorialized by a separate invoice, to be submitted monthly, and including, in addition to the information in subparagraphs A. through D. above, an identification of the project which is the subject of the Task Order City Engineer Service and the project account number.

The total compensation for General City Engineer Services shall not exceed $45,600 for each year as provided in Section 2.1 of this Agreement. The total compensation for Task Order City Engineer Services shall not exceed $135,000for each year as provided in Section 2.1 of this Agreement.

EXHIBIT "C-1"
COMPENSATION

Section D

Project Fee

For administering the functions pertaining to the engineering needs of the City, attending City Council meetings as needed and providing four (4) hours of public counter or inter-office service per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, sub-division maps and other engineering related issues, we estimate a total time commitment of 10 hours a week. For this initial 10 hours a week we propose an hourly rate of $95 for the City Engineer. Authorized work exceeding the initial 10 hours a week would be billed at the rate schedule below.

Detailed monthly invoices will be prepared and submitted delineating the tasks and hours worked for the City.

For additional services we propose the following rates:

CLASSIFICATION	HOURLY BILLING RATE
Engineering	
City Engineer (for first 10 hours per week)	$ 95
City Engineer (for each hour exceeding 10 per week)	125
Assistant City Engineer	120
Traffic Engineer	110
Storm Water Engineer	110
Land Development Engineer	110
Construction Manager III	95
Construction Manager II	85
Construction Manager I	75
Public Works Observer III	85
Public Works Oberver II	75
Public Works Observer I	65

Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

The Contractor shall generally perform the services described within the time frames provided hereunder, which are typical. Contractor shall keep the Contract Officer, and all persons receiving services informed of the status of projects and advise them in advance if deadlines cannot be met, and of when the services will be accomplished. Contractor shall meet all deadlines set by law. Notwithstanding the schedule herein, the Contract Officer requests expedited service. Contract shall endeavor to meet any deadlines set by the Contract Officer.

SEPTEMBER 30, 2011

Proposal to Provide City Engineer Services

Prepared for the

City of Bell

City Clerk
City Hall
6330 Pine Avenue
Bell, CA 90201

By

Interwest Consulting Group

15061 Springdale Street, Suite 205
Huntington Beach, CA 92649
714.899.9039 Office
714.899.9146 Fax

www.interwestgrp.com

INTERWEST CONSULTING GROUP

Section A

Letter of Transmittal

September 30, 2011

City Clerk
City Hall
6330 Pine Avenue
Bell, CA 90201

Re: Proposal for City Engineer Services

City Clerk:

Interwest Consulting Group is pleased to submit our proposal to the City of Bell. We provide municipal engineering, transportation planning, traffic engineering, building & safety, GIS, real property, facility management and construction management services to public agencies throughout California. Interwest Consulting Group only serves public agency clients, typically in a staff augmentation and program management roles. Our exclusive commitment to public agency clients is important as it allows us to avoid any real or perceived issues regarding conflicts of interest.

We thoroughly understand the challenges and requirements of municipal governments since many of our staff have held senior and executive management positions with numerous jurisdictions. With comprehensive background and experience at serving in the capacity of the "owner"—especially at local agencies—our staff delivers a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff values the importance of maintaining agencies we serve.

We propose **Terry J. Rodrigue, PE, TE**, as the City Engineer for this important assignment. Terry is the Principle of Interwest and has over 30 years experience in City Engineering, City Traffic Engineering, public works, operations, design and special district financing. Having provided technical and strategic assistance and support to city managers, elected officials, and the community on various public works programs, policies and activities he will bring a positive approach to ensure he is meeting the needs of the City of Bell in the most effective and efficient way possible.

We have been assisting the City of Bell during the past year by providing Building & Safety Plan Review Services and currently have a staff member visiting city offices several times a week for plan pickup and return. This will help enable us to provide excellent response times for the timely turn-around of engineering assignments.

Based on our review of the Request for Proposal and our background and experience in serving in similar roles, we view the keys to serving the City of Bell as providing the following:

- ✓ *Expert advice and recommendations on engineering related matters to staff, City Manager and City Council*
- ✓ *Direction and leadership to ensure the capital projects are delivered according to schedule and within budget*
- ✓ *Advice and assistance on the implementation of the MS4 storm water permit requirements*
- ✓ *High level of customer service for both internal and external customers of the Public Works Department*
- ✓ *Cost conscientious and transparent services*

Our address and phone numbers to the primary contacts for this proposal will be:

15061 Springdale Street, Suite 205
Huntington Beach, CA 92649
714-625-5840 – Tim D'Zmura
714-899-9039 – Main Office

As requested in the RFP, we are unaware of any conflict of interest that would preclude us from performing the proposed work.

We appreciate the opportunity to present our proposal for your review and consideration. Please call me if you have any questions or would like additional information.

Sincerely,

Tim D'Zmura, PE, CBO, AICP
Municipal Services Director

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Section B

Qualifications | Projects

Interwest Consulting Group has been in business for nearly a decade and was founded by individuals with a passion for serving municipalities. We currently employ approximately 100 employees spanning a multitude of disciplines, within city engineering, public works, and building and safety departments throughout California, Nevada, Utah and Colorado.

Our staff has held senior and executive management positions with numerous California cities and includes City Engineers, Public Works Directors, Building Officials, Traffic Engineers and other well-seasoned management personnel. This depth of experience brings a high level of experience and sensitivity towards community and special interest group issues. We value the importance of a focus that represents the interests of our public agency clients and reflects positively on the citizens they serve.

We currently serve over 70 cities, counties and state agencies. We serve the Southern California municipalities of Bell, Wildomar, Eastvale, Irvine, Lake Forest, and Pomona, just to name a few.

Our proposed City Engineer, and supporting proposed staff, is available immediately to begin work at the direction of the City.

ORGANIZATIONAL STRUCTURE

Terry Rodrigue, PE, TE
City Engineer & Principal in Charge

Additional staff available to provide backup and support if needed (subject to prior approval by the City):

Tim D'Zmura, PE, CBO, AICP
Assistant City Engineer

Jon Crawford, PE
Land Development Engineer

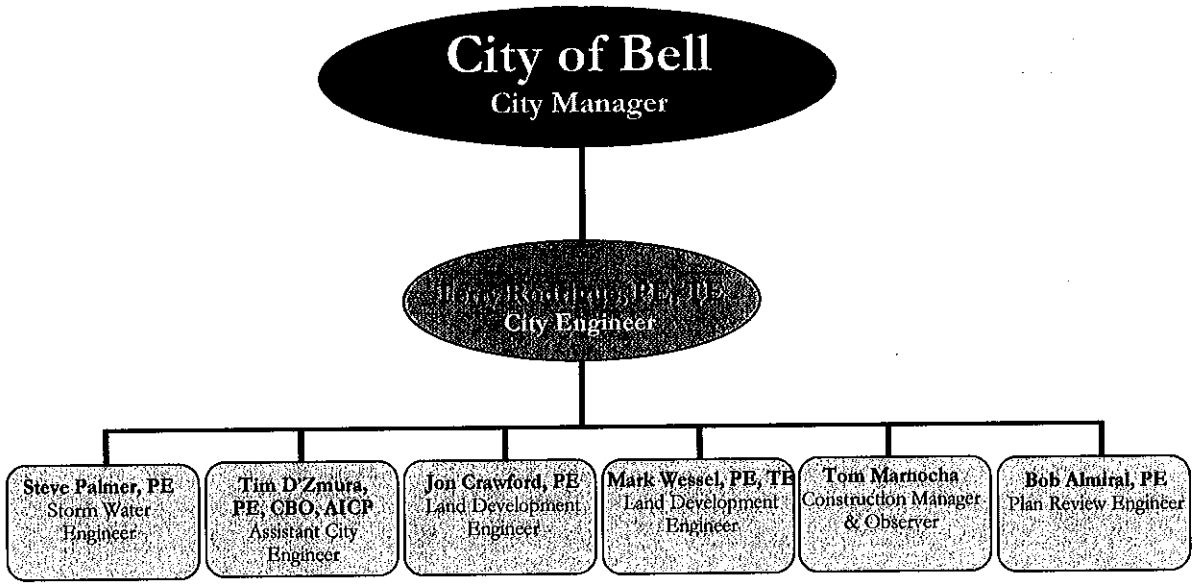
Mark Wessel, PE, TE
Traffic Engineer

Steve Palmer, PE
Storm Water Engineer

Bob Almiral, PE
Plan Review Engineer

Tom Marnocha
Construction Manager & Observer

ORGANIZATION CHART



SUMMARY OF CAPABILITIES OF CITY ENGINEER AND PROJECT TEAM

(detailed resumes are included in the exhibits)

The capabilities of the staff selected for this assignment align with the specific needs of the City of Bell.

Additionally, they are available and ready to serve!

Terry Rodrigue, PE, TE | CITY ENGINEER / PRINCIPAL IN CHARGE
Terry has over 30 years of experience in City Engineering, City Traffic Engineering, public works, operations, design and special district financing. He provides technical and strategic assistance and support to city managers, elected officials, and the community on public works programs, policies and activities, and projects. He has successfully negotiated and resolved sensitive, political, and controversial program, policy, staffing, and project issues. His approach is to ensure he is meeting the needs of the client in the most effective and efficient way possible and to work with individual communities and to focus on what is possible through creativity, expertise and relationships.

Tim D'Zmura, PE, CBO, AICP | ASSISTANT CITY ENGINEER
Tim has served as a Public Works Director, City Engineer, Building Official and Planning Director for a number of southern California municipalities during his 20+ year career in municipal services. He served as the Public Works Director/City Engineer for Pomona from 2002-2005. He brings a business-minded approach focused on accountability and understands the added responsibility with administering the proper use of public funds. Successfully filling both full and part-time director level positions in both in-house and contract positions, Tim knows how to effectively serve clients by delivering projects in a timely and budget conscious manner.

Jon Crawford, PE | LAND DEVELOPMENT ENGINEER
Jon has over twenty years of experience in the engineering field in both the public and private sectors and has served as Public Works Director and/or City Engineer for several different municipalities including the cities of Wildomar, Eastvale, Lathrop, Winters and Oceanside. Jon has served as the City Surveyor for the City of Galt. He has managed and coordinated a wide scope of engineering plan check reviews. Jon's experience includes plan reviews for Medeira Elk Grove, a 1,900 acre specific plan including over 7,000 single family units and Elk Grove Promenade, a premier shopping, dining and entertainment destination.

Mark Wessel, PE, TE | TRAFFIC ENGINEER
Mark has more than 22 years of experience in municipal engineering in both the public and private sectors. As a consultant, he built a traffic engineering section and managed a civil design division. For many years, his professional services were provided exclusively to public agencies and he specialized in serving as contract City Traffic Engineer and/or Deputy City Engineer for various cities, including Big Bear, Moorpark, Thousand Oaks, Westlake Village, Calabasas, and Goleta. In that capacity, he has been responsible for establishment of standards and procedures, development review, impact study scoping/review, development and update of impact fees, plan checking, design, construction management and troubleshooting, traffic infrastructure maintenance, traffic investigations (citizen requests), and City Council staff reports and presentations. As a manager, he has been responsible for recruiting, training and performance review of staff, as well as business development, project scope and fee determination, proposal preparation, contract negotiation, client coordination, project interview presentation, and project management (budget, schedule, accounting, and quality control).

Steve Palmer, PE | STORM WATER ENGINEER
Steve has over 16 years of Civil and Environmental Engineering experience, including manging a city engineering department, large capital improvement projects, experience as a land development engineer, and environmental engineering. Steve has been involved in all phases of project development for both land development and public works improvement projects. His land development experience includes plan review, reviewing financing plans and cost estimating, tentative map preparation, performing hydrology and hydraulic analyses, preparing grading plans, preparing improvement plans, and providing engineering construction support. Steve's design experience encompasses grading, sewer, water, storm drain, and roadway improvements. He is also highly experienced in providing engineering support required to form and administer infrastructure financing programs, development impact fee programs, community facility districts, and assessment districts. His capital project experience includes grant writing and management of interchange and other large roadway improvement projects.

Bob Almiral, PE | PLAN REVIEW ENGINEER
Bob has 25 years of experience providing general civil engineering and client support services. His experience includes the design, project management and oversight, including plan review, of public and private land development projects in Virginia, California and Colorado. These have included residential, commercial, and industrial site developments, roadway designs, watershed analyses, grading and drainage plans, storm sewer and stormwater management plans, erosion and sedimentation control plans, sanitary and water main system design, flood plain studies, and site layouts.

Tom Marnocha | CONSTRUCTION MANAGER & OBSERVER

Tom has over 25 years of experience providing general civil engineering and client support in the areas of construction management, inspection, planning, schedule analysis, project management, billings and payments, contract administration and compliance, field engineering, quality assurance, and materials testing for a variety of public works, residential and transportation projects. His diverse background allows him to bring a deep understanding and expertise to cities and government agencies on large, complex, high-value construction projects. Projects range from small city projects to multi-million dollar projects including parks, fire stations, street improvements, and community buildings.

ADDITIONAL RESOURCE LOCATIONS

Our local office has the technical capabilities to provide the City with the required engineering support services.

SOUTHERN CALIFORNIA SERVICES
15061 Springdale Street
Suite 205
Huntington Beach, CA 92649
714.899.9039 Office
714.899.9146 Fax

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Office
805.715.8018 Fax

NEVADA SERVICES
4815 West Russell Road
Suite 11K
Las Vegas, NV 89118
702.476.2200 Office
702.476.2202 Fax

NORTHERN CALIFORNIA SERVICES
8150 Sierra College Boulevard
Suite 100
Roseville, CA 95661
916.781.6600 Office
916.781.7597 Fax

6280 W. Las Positas Boulevard
Suite 220
Pleasanton, CA 94588
925.462.1114 Office
925.462.1115 Fax

9300 West Stockton Boulevard
Suite 105
Elk Grove, CA 95758
916.683.3340 Office
916.683.3375 Fax

COLORADO SERVICES
1218 W Ash Street
Suite C
Windsor, CO 80550
970.674.3300 Office
970.674.3303 Fax

1076 Lincoln Place
Boulder, CO 80302
303.444.0524 Office
303.444.0361 Fax

RELEVANT PROJECTS

As a full service company to government agencies, we pride ourselves in constantly updating and adding to our list of services and professional staff. As requested in the RFP, below are five (5) current references for similar work projects in the past three years.

City of Wildomar
Frank Oviedo
City Manager
23873 Clinton Keith Road, Suite 201
Wildomar, CA 92595
951-677-7751
foviedo@cityofwildomar.org

SERVICES PROVIDED:

City Engineering
Capital Project Management
Construction Management
Construction Observation
Building and Safety

Interwest Consulting Group began assisting the City during their transition from County to City services and incorporation in 2008, developing the City's Planning, Public Works and Building Departments. We furnish a broad range of staffing at all levels; Public Works personnel such as the Public Works Director, City Engineer, construction inspectors and personnel support for GIS and IT and all Building and Safety personnel including a building official, building inspectors, permit technicians and clerical assistance Our team furnishes high-level consultation and management across all departments.

City of Lincoln
Jim Estep
City Manager
600 Sixth Street
Lincoln, CA 95648
916-434-2400
city_manager@ci.lincoln.ca.us

SERVICES PROVIDED:

City Engineering
Capital Project Management
Construction Management
Construction Observation

In March 2009, Interwest Consulting Group began services to the City of Lincoln. As a full service City, the Public Works Department furnishes development engineering, capital improvement projects, transit, solid waste collection, water distribution, wastewater collection and treatment, fleet maintenance, roadway maintenance, and airport services. Interwest Consulting Group provided a Public Works Director, City Engineer, Traffic Specialist, as well as Construction Management and Inspection services.

City of Eastvale
Bob Van Nort
Interim City Manager
6080 Hamner Ave, Ste 103
Eastvale, CA 91752
951-361-0900
rvannort@ci.eastvale.ca.us

SERVICES PROVIDED:

City Engineering
Building and Safety

Interwest Consulting Group recently began serving this newly formed City upon its incorporation on October 1, 2010. Interwest staff established the City's building department and assisted in the transition of services from the County to the City. We furnish a broad range of staffing at all levels; Public Works personnel such as the Public Works Director, City Engineer, construction inspectors and personnel support for GIS and

IT and all Building and Safety personnel including a building official, building inspectors, permit technicians and clerical assistance.

City of Lake Forest

25550 Commercentre Drive
Lake Forest, CA 92630
949-461-3400
Bob Woodings – Public Works Director
bwoodings@city-lakeforest.com
Gayle Ackerman – Development Services Director
gackerman@city-lakeforest.com

SERVICES PROVIDED:

City Engineering Plan Review
Building and Safety

In April 2009, Interwest Consulting Group began providing turn-key building and safety services to the City of Lake Forest. Interwest provides services of a full-time building official, inspection and front counter technician, as well as onsite and overflow plan review for this jurisdiction. Key staff was recruited with specific job skills and unique experience to seamlessly transition into the City's procedures and protocol with a focus on continuous, flawless customer service levels.

City of Irvine

Steve Sherwood
Senior Civil Engineer
1 Civic Center Plaza
Irvine, California 92623-9575
949-724-7327
ssherwood@ci.irvine.ca.us

SERVICES PROVIDED:

City Engineering Plan Review

Interwest Consulting Group provides engineering plan check services for various land development projects in the City of Irvine. We are charged with the timely review of complex drainage plans for consistency with local and regional engineering standards. These services are provided on an as needed basis both on and off site.

Section C

Scope of Work

Utilizing consultant city engineering services through Interwest Consulting Group is an extremely valuable strategy for delivering cost-effective, high quality municipal services. By design our staff is comprised of professionals with extensive experience working directly for public agencies. The familiarity and know-how gained by working side-by-side with local agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, delivers successfully completed projects and services, well-managed budgets, and thoroughly satisfied stakeholders and clients.

Specifically, for the City of Bell, we understand that the City requires a number of services from the selected City Engineer. We have identified the highest priority needs on this project: as follows:

- ✓ *Expert advice and recommendations on engineering related matters to staff, City Manager and City Council*
- ✓ *Direction and leadership to ensure the capital projects are delivered according to schedule and within budget*
- ✓ *Flexible schedule with the ability to quickly increase our service level based on City needs*
- ✓ *Advice and assistance on the implementation of the MS4 storm water permit requirements*
- ✓ *High level of customer service for both internal and external customers of the Public Works Department*
- ✓ *Cost conscientious and transparent services*

CITY ENGINEER

Transparency in the delivery of services is of critical importance in providing the requested engineering services. Our team understands the high ethical standards required by the City of Bell.

We understand that the City is seeking to contract for a qualified part-time City Engineer. Our proposed City Engineer has the capability to quickly respond to projects and has the availability to devote more than part-time if workload increases and if requested by the City. This individual will also be responsible to attend and assist at City Council meetings when so requested by the City Manager.

All of our proposed staff has significant direct experience working as city employees and as contract staff members in similar jurisdictions throughout Southern California. The resumes for each individual highlight their significant personal experience on a variety of public works and city engineering projects.

Our specific areas of services include the following as requested in the RFP:

General Administrative Functions

- ✓ *Be available to consult with staff on all matters relating to engineering.*

- ✓ *Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices as well as with local, state, and federal laws.*
- ✓ *Be available to the public and private developers to handle matters dealing with the engineering functions of City government.*
- ✓ *Attend Council, Commission, and Committee meetings as requested by the Chief Administrative Officer or his/her designee.*
- ✓ *Direct other contract engineering services to assure compatible and timely response to City needs.*
- ✓ *Maintain, at City Hall, municipal engineering records and maps required to insure accurate information is available to the City and public.*
- ✓ *Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the City Manager or his/her designee.*
- ✓ *Perform other engineering related functions as directed by the Interim Administrative Officer or his/her designee.*
- ✓ *Advise the Chief Administrative Officer or his/her designee as to engineering and construction financing available from other government agencies and, when so directed, prepare and initiate applications for funding. Also serve as Resident Engineer when required pursuant Caltrans/Federal requirements.*
- ✓ *Provide technical assistance for City personnel when so directed.*
- ✓ *Provide for enforcement of engineering related City ordinances.*
- ✓ *Provide inspection services for investigations of engineering related complaints and conditions.*
- ✓ *Assist clerical staff in management of records relating to engineering. Serve as liaison to the City Clerk for engineering related matters. Provide public information regarding municipal engineering matters.*
- ✓ *Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.*
- ✓ *Assist City personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.*
- ✓ *Solicit proposals for capital improvement project design work.*
- ✓ *Assist the Chief Administrative Officer in the review and evaluation of bid submittals.*
- ✓ *Provide construction observation and management during the course of City projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.*
- ✓ *Advise the City on National Pollution Discharge Elimination System (NPDES) compliance.*
- ✓ *Provide (4) four hours of public counter or inter-office service per week to assist with the evaluation and/or processing of utility excavation permits, grading plans, sub-division maps and other engineering related issues.*

Development Review Functions

- ✓ *Review proposed improvements and land developments and provide recommendations as to engineering matters to insure conformance with City ordinances and State Law.*
- ✓ *Perform statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final, and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.*
- ✓ *Provide a "turn around" checking time for maps and improvement plans generally not to exceed two weeks for first plan check after the application has been determined complete. The Engineer shall be responsible for notifying the applicant in writing of any final plan or final map deficiencies within (30) days, specifying those items needed to complete the application*
- ✓ *Establish performance, labor, and material bond amounts when required and insure the posting of such securities and other development fees within the proper time sequence of such development control.*
- ✓ *Provide such necessary and related functions as are the normal practice of the City Engineer in control of private development.*

We look forward to the opportunity to refine this scope based on the City's specific direction so that it may be incorporated into a professional services contract.

Section D

Project Fee

As outlined in the selection criteria of the RFP the project fee schedule is attached under a separate cover.

Section E

Acceptance of Conditions

Interwest Consulting Group has reviewed and accepts all conditions listed in the RFP.

Section

E

Exhibits

- ✓ *Resumes*
- ✓ *Sample Certificate of Insurance*
- ✓ *Authorization Form*
- ✓ *Proposal Form*

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Terry Rodrigue, PE, TE

City Engineer

Terry has over 30 years of experience in City Engineering, City Traffic Engineering, public works, operations, design and special district financing. He provides technical and strategic assistance and support to city managers, elected officials, and the community on public works programs, policies and activities, and projects. He has successfully negotiated and resolved sensitive, political, and controversial program, policy, staffing, and project issues. His approach is to ensure he is meeting the needs of the client in the most effective and efficient way possible and to work with individual communities and to focus on what is possible through creativity, expertise and relationships.

EDUCATION

MBA, University of Southern California 1989
BS, University of Maine, Civil Engineering | 1980

REGISTRATIONS CERTIFICATIONS

State of Colorado
Professional Engineer | 30697

State of California
Professional Civil Engineer | 38694

State of California
Professional Traffic Engineer | T1497

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Institute of Transportation Engineers

PROJECT SPECIFIC EXPERIENCE

Contract Director of Pubic Services Lincoln, CA

As the Director of Public Works for the City of Lincoln, managed the daily operations of the following functions:

- ✓ *Engineering* – including environmental permitting, GIS, Capital Project Development and implementation and development plan review
- ✓ *Wastewater Treatment* – A 4MGD tertiary wastewater treatment plan
- ✓ *Wastewater Collection* – A complete wastewater collection system.
- ✓ *Water Distribution* – Tanks, reservoirs wells and a complete distributrion system for the community water supply
- ✓ *Streets* – Maintenance and management of 250 miles of streets including signals, signing and stripping and sidewalks
- ✓ *Parks/Open Space/ Facilities* – Maintenance and operation of all city parks, open space and facilities
- ✓ *Transit* – A local fixed route and Dial-a-Ride system.
- ✓ *Solid Waste* – Residential and Commercial solid waste collection and recycling program
- ✓ *Airport* – Operation and maintenance of municipal airport
- ✓ *Construction Management* – Managing and inspecting all public infrastructure construction.

Worked as part of the City's executive management team to develop and implement a long-term staffing and reorganization plan and improve customer services. Assisted in resolving major outstanding claims and issues on several private development projects. Negotiated extensively with large land development entities. Worked with a multitude of funding sources including stimulus funding grants.

Principal-in-Charge Transition Team Wildomar, CA

Principal-in-Charge of the successful transition of public works, planning, building and safety, and code enforcement services from the County of Riverside to the City of Wildomar.

- ✓ *Transfer of Services* – The team, together with key Riverside County staff, developed detailed processes, protocols, delivery methods, and agreements necessary to accomplish the seamless and cooperative transfer of services.
- ✓ *Management Systems* – Developed and implemented management systems to monitor and track activities associated with planning and development entitlement reviews, engineering and building plan reviews, code enforcement cases, and street maintenance works orders.
- ✓ *Budgets* – Created fiscally prudent and conservative operating and capital improvement budgets based upon available funding sources and revenues.
- ✓ *Departments* – Oversaw and responsible for all aspects of public works, planning, building and safety, and code enforcement.

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Transition Manager | Contract Manager Engineering & Building Elk Grove, CA
As the Manager of Engineering and Building for the City of Elk Grove, transitioned all Public Works and Building Department Services from Sacramento County to the City of Elk Grove. Built a staff of 60 people within 9 months and led the transition of the following services from Sacramento County:

- ✓ *Public Works Plan Checking*
- ✓ *Public Works Inspection*
- ✓ *Permit Issuance*
- ✓ *Public Counter Operations*
- ✓ *Capital Projects*
- ✓ *Drainage*
- ✓ *Transportation*
- ✓ *Street Maintenance*
- ✓ *Special Districts*
- ✓ *All Building Department Operations*

Contract City Engineer Westlake Village, CA
As Contract City Engineer for the City of Westlake Village, prepared capital programs for improvements to City-owned facilities; supervised the preparation of pans, specifications and bidding; monitored the construction of capital projects; responded to citizen inquiries, reviewed development proposals and made presentations to City Council and citizen groups.

Transition Manager Malibu, CA | Calabasas, CA
Served as the transition manager for all services for the newly incorporated City of Malibu and Calabasas. Set up City Facilities, worked with County and other Regional Agencies to effect an efficient transition of all public works, engineering, planning and building services. Implemented new procedures and worked with the newly elected City Council to improved community service.

Contract Traffic Engineer Moreno Valley, CA
Served on the transition team and subsequently the first City Traffic Engineer for the newly incorporated City of Mroeno Valley. Successfully established new policies to address a wide range of transportation issues identified by the City Council. Master planned longterm Freeway access program, established creiteria for signalization of intersections and reviewed large master planned communities for transportation related issues.

Contract City Traffic Engineer
Served as Contract City Traffic Engineer for the Rolling Hills Estates and Moreno Valley. In this capacity, performed a variety of traffic investigations requested by citizens and City Council, reviewed developer plans and studies, developed and implemented traffic safety programs and policies, conducted traffic analyses and studies and made presentations to traffic commissions, City Councils and citizens groups.

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EDUCATION

BS, Civil Engineering
University of Notre Dame

MBA, Emphasis in Leadership and Managing Organizational Change, Pepperdine University

Certificate in International Business, ESC Rouen, France

Certificate in International Business, Oxford University, England

REGISTRATIONS CERTIFICATIONS

Professional Engineer, State of California | 35321

Professional Civil Engineer State of California | 45607

Professional Engineer State of Illinois | 0062-048267

Professional Engineer State of Maryland | 20260

ICC Certified Building Official | 2356

ICC Certified Building Inspector | 60961

PROFESSIONAL AFFILIATIONS

International Conference of Building Officials

Rotary International

Tim D'Zmura, PE, CBO, AICP

Assistant City Engineer

Tim has served in a number of capacities in the fields of civil engineering, municipal public works, current and advanced planning and building safety administration and inspection. He has served public sector clients as in-house public works director, city engineer, planning director, assistant city engineer and building official and has served private sector clients as a project manager and design engineer.

His background also includes responsibility for leading and managing the successful delivery of a variety of municipal contract services to numerous cities throughout Southern California. He has dedicated himself to serving the client's needs in the most effective and efficient manner possible.

PROJECT SPECIFIC EXPERIENCE

Public Works Director | City Engineer
2009-Present City of Wildomar

Tim currently serves as the Public Works Director for the City and has responsibility for the overall direction of the city engineering services and capital project delivery. He has represented the City in MS4 storm water permit negotiations with the San Diego Regional Water Quality Control Board. He also successfully coordinated and transitioned the management of local capital improvement projects from the county of Riverside to the City of Wildomar.

Public Works Director | City Engineer
2006-2009 City of Pomona

Tim served as Public Works Director/City Engineer/Building Official reporting directly to the City Manager. Charged with overall responsibility for managing and directing the engineering, public works and building safety divisions, Tim has focused on ensuring the timely implementation of the City's capital improvement program and the re-structuring the building safety division. Department and budget restructuring resulted in the successful implementation of nearly $2 million in annual operational savings.

City Engineer
2002-2005 City of Los Alamitos

Serving as the City's Contract City Engineer, Tim's accomplishments and assignments have included the development of the Traffic Commission's policies and procedures, which enabled the City to effectively and efficiently resolve traffic related issues. He also developed project reports for road and intersection improvements and was successful at securing approximately $1 million in funding through the Orange County Transportation Authority's Combined Transportation Funding Program. Tim has served in a number of capacities in the fields of civil engineering, municipal public works, current and advanced planning and building safety inspection and administration. He has served public sector clients as in-house public works director, planning director, assistant city engineer and building official and has served private sector clients as a project manager and design engineer.

City Engineer
2001-2002 Town of Yucca Valley

Tim served as Contract City Engineer for this San Bernardino County city and was responsible for the engineering activities including Land Development Review, Resident Engineering on Highway 62 Median Improvement Projects, all contract administration and project management on federally funded roadway improvement projects, project management and resident engineering on the California Welcome Center Project, development and review of two new roadway projects.

Public Works Director | City Engineer
1991-2000 City of Palos Verdes Estates

Principal accomplishments and assignments included: Development of a Pavement Management System, drafted the Soils and Geology Review Process, provided project engineering on the Via Zurita Hairpin Turn Roadway Repair Project, management of the Preparation of the Traffic Calming Plan, Construction Contract Management, Plan Review, Capital Improvement Planning and Implementation, Guidance on Hillside Development and Grading, Roadway and Landscape Maintenance Management, and Feasibility Studies.

Building Official
1991-2000 City of Palos Verdes Estates

Tim was instrumental in the following: Development and implementation of the City's first Computer Building Permit System which provides automated tracking of all permit activity in the City. He also instrumented the City obtaining the highest rating given to a building department under the Building Code Effectiveness Grading Schedule (BCEGS), a national insurance industry rating system.

Building Official
1995 City of Mission Viejo
Tim served as interim Building Official during the transition of contract Building & Safety services from another contract service provider. He directed the implementation and overhaul of the department's policies and procedures, the implementation of a new computerized permit issuance and tracking system, hiring and training of seven new staff members, plan check procedures and coordination with the Planning Department.

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Jon Crawford, PE

Land Development Engineer

Jon has over 30 years of experience in the engineering field in both the public and private sectors serving as a Public Works Director and City Engineer and City Surveyor for several cities. As a manager, he has provided effective coordination and oversight of the development review process including discretionary application and subsequent improvement plan and subdivision map reviews, has extensive training, knowledge and use of the State Map Act, drafted and enacted ordinance and Code revisions, managed the formation of Community Facilities Districts, Assessment Districts and Lighting and Landscape Districts, implemented processes to meet current NPDES design and construction requirements, as well as established integrated programs with other City departments on common processes, particularly with functionally maintainable design and construction guidelines.

EDUCATION

BS, University of California, Irvine, 1978
Civil and Environmental Engineering

REGISTRATIONS CERTIFICATIONS

Professional Engineer
State of California | RCE32935

PROJECT SPECIFIC EXPERIENCE

Supervising Development Engineer
2008 – Present Interwest Consulting Group | Wildomar, CA

Jon has been responsible for establishing and managing all engineering processes for the newly incorporated city, including the civil review of discretionary applications, final maps and grading and improvement plans. Oversaw the transition of over 30 project applications and civil reviews from the County of Riverside and worked with the Planning and Building Departments on establishment of a uniform tracking system where 250+ projects are being tracked and processed after only 6 months of incorporation. Worked with Finance to establish a tracking of deposits and billing system for all private development reviews (Planning, Engineering, Stormwater and Building). Proposed creative review process with highly desirable hotel project where the entitlement process is running concurrently with site and building design with weekly meetings early in the process to avoid differences in design approach of City and Applicant. Process will result in the start of construction within 2 weeks of project approvals.

Supervising Development Engineer
2004 – 2009 Interwest Consulting Group | Elk Grove, CA

Jon has been responsible for managing the civil review of grading and improvement plans Interwest receives from various agencies. Jon has also provided specialized on-site staff augmentation to agencies. As Special Projects Manager for City of Elk Grove Public Works, Jon coordinated the discretionary project review and approvals, design review and construction of major private and public projects through the often cumbersome City and outside Agency permitting processes including the design and construction in less than nine months of a 911 Dispatch Center for the City's new Police Department and facilitated the processing of discretionary applications and construction of an over 2 million sq ft Regional Mall retail center through the City. Additionally, Jon has been responsible for coordinating the plan review and inspection of the 7,000 home Laguna Ridge project and over $120M in infrastructure improvements, including flood control channels, drainage facilities, new major roads, parks and mitigation improvements. Parks planning, design oversight and construction management of the new parks has recently been added to his responsibilities.

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Engineering Manager
2001 – 2004 Nolte Engineering | Sacramento, CA

Responsible for management of water, wastewater and recycled water infrastructure projects. He provided quality assurance and quality control reviews on public agency projects and studies, served as construction manager and resident engineer for a $1.4 million wastewater treatment plant expansion and assistant resident engineer of 32-mile treated water pipeline project bid in 5 separate contracts and supervised 6 project inspectors and the Geotechnical Consultant. Also supervised and mentored design engineers and managed design contracts.

Public Works Director
1999 – 2001 City of Lathrop | Lathrop, CA

Responsible for management of a full-service Public Works and Engineering Department including water distribution and treatment, sewer collection and wastewater treatment, refuse collection and recycling, street and storm drain maintenance, parks and median maintenance, special projects, design engineering, special studies (i.e. Master Plans, environmental review, fee and capacity studies), and project management. Responsible for overseeing the department operating budget and professional, technical, and clerical staff as well as the annual renewal of the Citywide Maintenance Assessment District under the 1972 Landscape and Lighting Act, developed and implemented the City's Capital Improvement Program.

Public Works Director / City Engineer
1994 - 1999 City of Winters | Winters, CA

Responsible for management of a full-service Public Works Department including water distribution and treatment, sewer collection and contract wastewater treatment, refuse collection and recycling, street and storm drain maintenance, parks and median maintenance, special projects and engineering. He was also responsible for combined general fund and enterprise budgets equaling $1.67 million and development and implementation of the City's Capital Improvement Program of $4.1 million. Reviewed and recommended conditions of approval for all submitted tentative maps and development plans, reviewed and approved subdivision maps and improvement plans, acted as Project Manager and Construction Manager for construction projects, and renewed Citywide Maintenance Assessment District under 1972 Landscape and Lighting Act. Oversaw professional, technical and clerical staff, represented the department at all City Council and Commission meetings, and oversaw all consultant contracts. Jon designed, put out to bid and managed the construction of the City's first new park in 30 years.

Public Works Director / City Engineer
1992 – 1994 City of Morro Bay | Morro Bay, CA

Responsible for management of a full-service Public Works Department including water distribution and treatment, sewer collection, transit, refuse collection and curbside recycling, street vehicle maintenance, special projects and engineering including all professional, technical and clerical staff. Managed a $2.7M operating budget and developed and implemented the City's $6.7 M Capital Improvement Program. Sought and obtained extension on 301(h) waiver of discharge limitations from EPA and RWQCB for advanced primary discharge into the Pacific Ocean and necessary permits for emergency operations of the City's Desalination Treatment Facility and intake wells. Acted as the Project Manager for construction projects, approved subdivision maps and improvement plans, met and attended functions with the public, development community, and other agencies, negotiated contracts, and oversaw the cable television franchise agreement.

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EDUCATION

University of Missouri
Bachelor of Science, Civil Engineering
1980
Master of Science, Civil Engineering
1982

REGISTRATIONS
CERTIFICATIONS

Professional Civil Engineer
State of California | C38933

Professional Traffic Engineer
State of California | TR1469

Professional Engineer
State of Nevada | No. 9506

Professional Engineer
State of Arizona | No. 25442

ITE Professional Traffic Operations
Engineer Certification

PROFESSIONAL
AFFILIATIONS

American Public Works Association

Institute of Transportation Engineers

Member, Traffic Engineering Council
Institute of Traffic Engineers

Mark Wessel, PE, TE

Traffic Engineer | Professional Civil Engineer

Mr. Wessel has more than 29 years of experience in municipal engineering in both the public and private sectors. As a consultant, he built a traffic engineering section and managed a civil design division. For many years, his professional services were provided exclusively to public agencies and he specialized in serving as contract City Traffic Engineer and/or Deputy City Engineer for various cities, including Moorpark, Thousand Oaks, Westlake Village, Calabasas, and Goleta. In that capacity, he has been responsible for establishment of standards and procedures, development review, impact study scoping/review, development and update of impact fees, plan checking, design, construction management & troubleshooting, traffic infrastructure maintenance, traffic investigations (citizen requests), and City Council staff reports and presentations.

As a manager, he has been responsible for recruiting, training and performance review of staff, as well as business development, project scope and fee determination, proposal preparation, contract negotiation, client coordination, project interview presentation, and project management (budget, schedule, accounting, and quality control).

PROJECT SPECIFIC EXPERIENCE

City Traffic Engineering:

City of Westlake Village (City Traffic Engineer)	2006-present
City of Elk Grove (Traffic Engineer)	2003-2005
City of Westlake Village (City Traffic Engineer)	1989-2003
City of Westlake Village (Deputy City Engineer)	1996-2003
City of Goleta (City Traffic Engineer)	2002-2003
Town of Los Gatos (Town Traffic Engineer)	1993-1999
City of Calabasas (City Traffic Engineer)	1991-1994
City of Thousand Oaks (City Traffic Engineer)	1991-1992
City of Moorpark (City Traffic Engineer)	1984-1991

Design: Designed or supervised the design of dozens of projects involving traffic signals, signing, striping, traffic control, roundabouts, street widening, slurry seal, and pavement overlay. Many of these projects entailed intersection widening, construction staging, raised median modification, special phasing, and/or Caltrans coordination. Project examples include Palomar Avenue Gate for the City of Ventura, West Ventura Boulevard – Town Center East Driveway signal for the City of Camarillo, Bridge Street Reconstruction for the City of Yuba City, Telephone Road – Jasper Avenue traffic signal and other signals for the City of Ventura, Yerba Buena School temporary traffic signal for the Las Virgenes Unified School District, Balcom Canyon Road Storm Damage Repairs for the County of Ventura, traffic control for various festivals and 10K run events for the City of Westlake Village, Las Virgenes Road – Lost Hills Road major intersection modification for the City of Calabasas, various traffic signals for the Cities of Westlake Village and Moorpark, Patterson Road Naval Construction Battalion Entrance for the City of Port Hueneme, major corridor improvements along Lindero Canyon Road for the City of Westlake Village, and Harbor Boulevard Overlay for the City of Ventura.

Operations: As City Traffic Engineer or Deputy City Engineer, responded to citizen requests and complaints, conducted field investigations, and coordinated with

contractors, utilities, law enforcement, other agencies, commissions, etc. Investigations dealt with speed limits, signal operation, school zones, sight distance, speed humps, parking restrictions, pavement repair, collisions, sewage spills, road closures, tree trimming, lighting, drainage, street sweeping, encroachment permits, landscaping, sidewalk repair, etc.

Planning: Supervised dozens of projects involving traffic impact studies, project study reports (PSR's), corridor studies, and circulation elements. Many of these projects entailed extensive coordination with various agencies, developers, and consultants, as well as presentations to City Councils. Project examples include Eco-Logics Traffic Impact Study (David Hare), Seagate Traffic Impact Study (Sunbelt Enterprises), Citrus Place Traffic Impact Study (Hertel Development, Inc.), A-1 Body Shop Traffic Impact Study (Mark Poole), Conejo Valley Plaza Onsite Circulation Study (Beauchamp Family Trust), Offsite Parking Study (Whole Foods Market), Mixed Use Parking Study (United Shah Corporation), Site Access Study (Plaza El Pescador), Dole Corporate Headquarters Traffic Impact Study (City of Westlake Village), Base-Wide Engineering Traffic Study (Naval Base Ventura County), City-Wide Traffic Study (City of Fillmore), Circulation Improvement Study (City of Port Hueneme), SR 198 Corridor Study (City of Visalia), various impact studies for the City of Moorpark and the Town of Los Gatos, and Circulation Elements for the Cities of Fillmore, Westlake Village, and Visalia.

Development: As City Traffic Engineer or Deputy City Engineer, reviewed a wide range of proposed developments for potential impacts. This encompassed site plan review, as well as scoping, coordination, and review/approval of impact studies. Conditions of development were prepared for most developments, which entailed extensive coordination with various city departments, other agencies, developers, consultants, news media, citizen groups, etc. The conditions ranged from traditional, such as offsite construction of public improvements, to more innovative, such as negotiated cost-sharing arrangements, effective trip reduction programs, improvements to be coordinated with private landowners, annexation agreements, and development agreements.

Intelligent Transportation Systems (ITS): Project manager for the development and initial implementation of an ITS Master Plan for the City of Elk Grove. This effort included creation of a $43,000,000 impact fee program, inventory of existing systems, evaluation of available technology, development of standards, evaluation and selection of system hardware and software, and prioritization of short term, medium term, and long term improvements. Standard special provisions were developed and implemented "on the fly" due to the rapid pace of development in this dynamic city, where approximately 400-500 building permits were issued each month. The fee program generated approximately $100,000 of revenue per month, challenging staff to keep track of development status, fund balance, and improvement implementation.

Funding districts: Updated Areas of Contribution for the City of Moorpark, implemented Bridge & Thoroughfare Districts for the City of Calabasas, managed the $10M Arterial System Financing Program for the City of Westlake Village, and developed the $43M Intelligent Transportation System Fee for the City of Elk Grove. Developed nexus calculations and findings, negotiated with developers, and coordinated with attorneys, consultants, and other agencies.

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Roundabouts: Parkway Calabasas - Camino Portal Roundabout design (City of Calabasas), SR 198 Corridor Roundabout analyses (City of Visalia), Sycamore Village roundabout design review (City of Ventura), Summerhill Homes roundabout review (Town of Los Gatos), Houston Avenue – Santa Fe Street Roundabout Feasibility Study subconsulting (City of Visalia), and review of roundabout designs along Elk Grove Boulevard, East Stockton Boulevard, and Auberry Drive (City of Elk Grove).

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Steve Palmer, PE

Storm Water Engineer

Steve has over 17 years of Civil and Environmental Engineering experience, including manging a city engineering department, large capital improvement projects, experience as a land development engineer, and environmental engineering. Steve has been involved in all phases of project development for both land development and public works improvement projects. His land development experience includes plan review, reviewing financing plans and cost estimating, tentative map preparation, performing hydrology and hydraulic analyses, preparing grading plans, preparing improvement plans, and providing engineering construction support. Steve's design experience encompasses grading, sewer, water, storm drain, and roadway improvements.
He is also highly experienced in providing engineering support required to form and administer infrastructure financing programs, development impact fee programs, community facility districts, and assessment districts. His capital project experience includes grant writing and management of interchange and other large roadway improvement projects.

EDUCATION

BS, Environmental Engineering
University of California
Riverside, CA | 1994

EXPERIENCE

With Interwest: 9 Years

REGISTRATIONS CERTIFICATIONS

State of California
Professional Engineer | C58153

PROJECT SPECIFIC EXPERIENCE

Engineering Manager / City Engineer
Manage the capital improvement engineering, development engineering, and traffic functions of a City engineering department. Implement zero based budgeting methods in the operating and capital improvement program budgets. Prepare capital improvement program. Coordinate and program projects with the local Metropolitan Planning Organization. Represent the City at regional transportation, water, and sewer agency meetings.

Capital Project Management
Managed roadway improvement projects and involved in project financing and bicycle and pedestrian issues. Responsible for developing the CIP the City's first roadway fee program, including preparing and supervising cost estimates for over $400M of roadway improvements. Administered reimbursements from the Roadway Fee Program and Community Facilities District, reviewed the financing plan for the Laguna Ridge Specific Plan, and coordinated submission of Federal appropriations requests to City management. Managed the final construction phase and grand opening ceremony for the $80M Grant Line Road at State Route 99 Interchange project; final design and construction of the Safe Routes to School Laguna Creek Trail Bridge; and final design of the Grant Line Road at Waterman Road Intersection Improvement Project.

Made significant contributions to bicycle and pedestrian access and prepared successful grant applications for two bicycle and pedestrian facilities. Also supervised planning staff to create Elk Grove's first Bicycle and Pedestrian Master Plan, and represented the City of Elk Grove at Regional Bicycle and Pedestrian Master Plan subcommittee meetings.

Development Engineering
Supervised preparation of and prepared engineering plans, reports, calculations, and estimates for land development projects. Responsible for final engineering and engineering construction support for a condominium project in Riverside County, and final engineering for a Southern California Edison Electrical Substation site.

Environmental Services Supervised and conducted environmental site investigations, and performed civil engineering design.

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Bob Almiral, PE

Plan Review Engineer

Mr. Almirall has 25 years of experience providing general civil engineering and client support services. His experience includes the design, project management and oversight, including plan review, of public and private land development projects in Virginia, California and Colorado. These have included residential, commercial, and industrial site developments, roadway designs, watershed analyses, grading and drainage plans, storm sewer and stormwater management plans, erosion and sedimentation control plans, sanitary and water main system design, flood plain studies, and site layouts.

Mr. Almirall has extensive experience in the role of Project Manager for Capital Improvement projects, including design, oversight, calculation reviews and compliance assurance. In this role, Mr. Almirall has earned a reputation for client satisfaction through his commitment to responsiveness, attention to detail, budget management and strong communication skills.

Prior to joining Interwest Consulting Group, Mr. Almirall was a Project Manager, Division Manager and most recently the Director of Operations for a Fort Collins, Colorado office of a statewide engineering firm; Director of Engineering for a 25-person land development firm in Manassas, Virginia; a partner and Vice President in his own firm in Fairfax, Virginia; and a Design Engineer for a statewide engineering and planning firm based out of Northern Virginia.

EDUCATION

Bachelor of Science
Civil Engineering
Virginia Tech
1986

REGISTRATIONS

Professional Engineer / Colorado
1999 / No. 33441

Professional Engineer / Virginia
1991 / No. 021882

DISTINCTIONS

Leadership Fort Collins, 2002

SAMPLE PROJECT SPECIFIC EXPERIENCE

Relevant Plan Check Experience

- ✓ **Elk Grove, CA – Arcadian Village, Bond Ridge Phase1 and 2, Elk Grove Water T-Main Improvements, Elliot Ranch East, Gilliam Meadows, Laguna Ridge, Machado Dairy**
- ✓ **Yuba City, CA – Domain Estates Phase I, Oak Hollow, Palisade Plaza, Sunsweet (Chilis), Teal Hollow, Tres Picos and Tres Picos West**
- ✓ **Livingston, CA – Bridgeport Village, Travel Centers of America**

Private Land Development clients

Bob has been responsible for plan checking, oversight and acceptance of numerous roadway, infrastructure, entitlement, and land development projects for many cities, townships and private clients. These reviews included check and approval of technical documents for residential and commercial projects and associated roadway, drainage and utility reports, verifying engineering accuracy, plan consistency and compliance with local City Standards and CalTrans Specifications.

Relevant Design and Oversight Experience | Elk Grove, CA

- ✓ **Bruceville Road – Frontage Improvements**
- ✓ **Elk Grove Blvd. - Median Improvements, Sabrina Lane Improvements, Valley Hi Country Club Improvements, Laguna Lake Way Landscaping**
- ✓ **Laguna Blvd./ Laguna Springs Dr. Intersection**

Review Engineer responsible for the design review of multiple public works projects, private land development projects, and roadway reconstruction and widening projects. These reviews included residential and commercial projects and associated roadway, drainage and utility reports, which required knowledge of local and State regulations including the American Disability Act and California Title 24.

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EXPERTISE

Project Management
Construction Management | Inspection
Project Scheduling

EDUCATION

AS, Civil Engineering Technology
Northwest Wisconsin Technical
Institute (NWTI)
1982

REGISTRATIONS CERTIFICATIONS

Certified Associate Welding Inspector, AWS

Nuclear Density Gauge Operator, Troxler Electronic Laboratories

Post Earthquake Inspections and Safety Evaluation, CALTRANS

Level II Certification, NICET

Sampling and Testing Construction Materials, CALTRANS

PROFESSIONAL AFFILIATIONS

American Construction Inspector Association (ACIA)

American Welding Society (AWS)

National Institute for Certification in Engineering Technologies
The Society for Protective Coatings (SSPC)

Tom Marnocha

Construction Manager & Observer

Tom brings more than 29 years experience in the areas of construction management, inspection, planning, schedule analysis, project management, billings and payments, contract administration and compliance, field engineering, quality assurance, and materials testing for a variety of public works, residential and transportation projects.

His diverse background allows him to bring a deep understanding and expertise to cities and government agencies on large, complex, high-value construction projects. Projects range from small city projects to multi-million dollar projects including parks, fire stations, street improvements, and community buildings. Tom is an expert in using the Contract Manager Document Control System which facilitates his ability to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

His training and experience in a wide variety of projects combined with his strong leadership, organization style, and effective communications with all interested parties make the difference in the projects he manages.

PROJECT SPECIFIC EXPERIENCE

Construction Manager
City of Palm Desert | Freedom Park | 2007 – 2008

This $10 million, 23-acre park project received the California Park and Recreation Society's (CPRS) Award of Excellence. Served as Construction Manager for the project, which included an underground utility construction, clearing and grubbing, irrigation and landscape installation, rough and finish grading for baseball fields, volleyball courts, tennis courts, skate park, play equipment, soccer field with an underground drainage system, concrete site improvements, curb and gutter, asphalt parking lot, a Snack Bar and Men's/Women's Restroom facility per City of Palm Desert specifications and plans. Coordination with Coachella Valley Water District on the placement of a future well site was a major component of the project.

Construction | Project Manager
Palm Desert Redevelopment Agency | Visitor Information Center | 2006 – 2007

Served as the owners representative on this $4 million, 8,200 sf Visitor Information Center project. Responsible for quality control and construction safety oversight. Conducted daily meetings and conferences; and received, managed, and distributed submittals. Managed all contract administration and compliance. Staff also provided pre-construction (including a biddability/constructability review) and construction management services.

Construction Manager | Inspection
City of Hermosa Beach | Pier Avenue Streetscape | 2009 – 2010

This was a $4 million project, which had several funding sources including a $1.2 million federal ARRA Grant from the State Water Boards. The primary goals for this project are to improve the aesthetics of the street and improving pedestrian accessibility, parking, landscaping and hardscape. Pier Avenue is the City's "main

street" in the downtown area connecting Pacific Coast Highway to the City's Municipal Pier and Pier Plaza. Pier Avenue is one of the few MTA Bus Routes in the City and will include new bus shelters and other transit related improvements.

Construction Management
City of Rancho Mirage | Santa Rosa Villa Housing Project | 2006

Provided pre-construction services, and construction management and administration related services for the City's low-income housing project and on site daily serving as owners representative. Ensured construction safety oversight, quality control, progress payments, contract administration/compliance, and document control.

Construction Inspector | Office Engineer
City of Rancho Mirage | Rancho Mirage Public Library | 2005 – 2006

A new $15 million public library is a one-story civic library building of approximately 43,000 square feet on a 9-acre site located along Highway 111 between San Jacinto Drive and Paxton Drive. The building interior floor plan consists of offices, classrooms, commercial kitchen, conference room, dining room, lounges and reading rooms. The site development incorporates two transition roads and parking lots, civil grading/soil export work, architectural surface feature improvements, and irrigation and landscaping.

Construction Management
City of Lomita | Hathaway Park Improvements

As Construction Manager I provided construction management services for the installation of new playground equipment at Hathaway Park.

CIP Project Manager
City of Lomita | Multiple CIP Projects | 1998 – 2004

Construction Manager and Inspector for capital improvement projects in the City ranging from street repair to the construction of new municipal facilities. Coordinated and scheduled appropriate design services, reviewing completed plans and specifications, prepared or supervised the preparation of bid packages, reviewing bids and providing general engineering supervision during construction. Tracked all project correspondence using Expedition.

Construction Management | Inspection
City of Sacramento | "H" Street Bridge | 1996

Provided construction management services for this unique lead abatement/bridge painting project, which was the first fully contained, lead paint removal project on a steel bridge in California as regulated by the promulgation of the EPA's Title 10. Full containment and redundant systems were required to contain lead paint waste. In addition to knowing the requirements of the lead abatement regulations, he supervised two other inspectors who assisted in the quality assurance program. Routine ambient conditions were taken periodically throughout the day including air temperature, steel surface temperatures, relative humidity and dew point temperature. After abrasive blasting, the inspection team visually inspected the steel surface for cleanliness and anchor profile. After each coat of paint dried, the inspection team randomly tested the dry film mil thickness to assure conformance to the specifications. Other aspects of the project included the repainting of the bridge and maintaining the traffic flow of 45,000 vehicles per day as the work proceeded. (SF 330: 1995/1995)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Van Gilder Insurance Corp.
1515 Wynkoop, Suite 200
Denver CO 80202

CONTACT NAME: Dawn Gabayan
PHONE (A/C, No, Ext): 303-837-8500 FAX (A/C, No): 303-831-5295
E-MAIL ADDRESS: dgabayan@vgic.com
PRODUCER CUSTOMER ID #: INTCON6

INSURED
Interwest Consulting Group
1076 Lincoln Place
Boulder CO 80302

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Co.	37885
INSURER B: Travelers Insurance	0
INSURER C: Travelers Property Casualty Co	25674
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1172876159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	Y		6807444M622	11/14/2010	11/14/2011	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	POLICY / X PRO-JECT / LOC							$
C	AUTOMOBILE LIABILITY	Y	Y	BA7466M429	11/14/2010	11/14/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
B	X UMBRELLA LIAB / X OCCUR	Y	Y	CUP1330T362	11/14/2010	11/14/2011	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$1,000,000
	DEDUCTIBLE							$
	X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		XVMPFUB1339T93409	11/14/2010	11/14/2011	X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB1341T051	11/14/2010	11/14/2011	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability Claims Made			DPR9689338	11/14/2010	11/14/2011	Per Claim	$1,000,000
							Annual Aggregate	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

If required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and Owner are included as Additional Insureds for ongoing and completed operations under General Liability; Designated Insured under See Attached...

CERTIFICATE HOLDER

For Proposal Purposes Only
****
**********8
******** ** *****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTCON6

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Van Gilder Insurance Corp.		Interwest Consulting Group 1076 Lincoln Place Boulder CO 80302
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. This insurance will apply on a primary, non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers' Compensation. Limited Contractual Liability is included. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

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PROPOSAL

Pursuant to the Notice inviting proposals for the above described work, the undersigned as a Contractor, declares that he/she has carefully examined the proposed described work and that he/she has read and examined the contract documents and is familiar with all proposal requirements. Contractor will also furnish all labor, materials, and services necessary to perform and complete all work required by the contract documents and all addenda thereto issued by the City of Bell prior to the receipt of the proposals, for the above described work for the lump sum or unit price set forth and by this reference is incorporated herein.

Said Contractor further agrees to complete all work required under the contract within the time stipulated in said contract documents and to accept in full payment therefore the price in the Proposal Schedule.

Dated: 8/29/11

Name of Contractor Interwest Consulting Group Inc.
(Complete Corporate, Partnership, Fictitious or Sole Proprietorship name)

By: _____
(Signature)

Name Printed: Tim D'Zmura

Title: Director of Municipal Services
(Proof of authority to bind Contractor must be submitted with proposal)

Address: 15061 Springdale Street, suite 205, Huntington Beach, CA 92649

Telephone: 714.899.9039

INTERWEST CONSULTING GROUP

September 1, 2011

The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the City of Bell in connection with all services to be provided by Interwest Consulting Group to the City of Bell.

Tim D'Zmura – Director Municipal Services

Terry J. Rodrigue
President

1076 LINCOLN PLACE | BOULDER | COLORADO 80302 | TEL. 303.444.0524 | FAX. 303.444.0361

CITY OF BELL
REQUEST FOR PROPOSAL
CITY ENGINEER SERVICES
7/19/11

SUBMITTAL:	One (1) original and eight (8) copies must be received on or before **Monday, August 29, 2011 by 4:00 P.M.**
Addressed to:	City Clerk
Address:	City Hall City of Bell 6330 Pine Avenue Bell, CA 90201 (323) 588-6211
Mark envelopes:	PROPOSAL FOR CITY ENGINEER SERVICES

PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE SHALL BE DEEMED NONRESPONSIVE AND RETURNED UNOPENED TO THE PROPOSER:

INQUIRIES:

Direct questions for clarification of this Request for Proposals document to:

City Clerk: cityclerk@bellcityclerk.org

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City of Bell
Request for Proposals
CITY ENGINEER SERVICES

The City of Bell ("City") is soliciting statements of qualifications from qualified civil engineering firms that have experience and support capabilities to provide municipal engineering services for a variety of municipal related improvement projects.

SECTION I: INTRODUCTION

The City of Bell is located in the southeastern portion of Los Angeles County. The City was incorporated in 1927. In 2005, Bell became a charter city through a special municipal election. The City has an estimated population of over 40,000 residents and covers an area of approximately 2.7 square miles. Bell is governed by a five-member City Council operating under the Council/Chief Administrative Officer form of government and has 67 fulltime employees. City Council Members serve staggered four year terms, with the Mayor appointed by the City Council on an annual basis. The City Council is responsible for passing City ordinances, resolutions, adopting an annual budget, appointing commissions and committees, and setting policy, among other things. The City Council appoints the Chief Administrative Officer (CAO), who in turn appoints the heads of the various departments and other city staff.

The City provides a wide range of services including planning, public safety, building and safety, public works, engineering, parks and recreation, and general administrative activities. Services are also provided to the City and its citizens by contract and by the direct services of other government agencies and organizations. These services include animal control, library and fire protection through the Los Angeles County; water service is provided through a series of mutual water companies; franchise agreements for electricity service through Southern California Edison; natural gas through Sempra Energy; public schools through the Los Angeles Unified School District (LAUSD); refuse collection through Consolidated Disposal Services; and public transit through the Metropolitan Transit Authority (MTA).

SECTION II: INFORMATION

The City of Bell is issuing this Request for Proposal (RFP). Unless otherwise directed, all communications regarding the RFP should be directed in writing to the City Clerk at cityclerk@bellcityclerk.org.

Any revisions to the RFP will be issued and distributed as Addenda. Any change to this solicitation by the City will be sent to each party to which the RFP has been sent and any such changes or interpretations shall become part of the solicitation for incorporation into any agreement awarded pursuant to this RFP.

IMPORTANT NOTICE

The City of Bell will not be responsible for oral interpretations given by any City employee, representative, or others. Bidders are cautioned that any statements made that materially change any portion of the proposal documents shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to

the RFP, the City will attempt to notify all prospective vendors on our distribution list. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the City Clerk at cityclerk@bellcityclerk.org, to determine if additional addenda were issued, and to make such addenda a part of its proposal.

SECTION III: SUBMITTAL REQUIREMENTS

Proposals are to be addressed to:

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

Proposals may be filed in person at Bell's City Hall, at the above address, or may be mailed. Proposals must be received by Monday, August 29, 2011 by 4:00 P.M. Early responses are acceptable; proposals will not be opened until after the submittal deadline. Late proposals will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery. The City reserves the right to reject any or all proposals, to request additional information concerning any proposals for purpose of clarification, to accept or negotiate any modification to any proposal, following the deadline for receipt of all proposals, and to waive any irregularities, if such would serve the best interests of the City, as determined by the City. This solicitation does not obligate the City to enter into an agreement with any proposer. The City reserves the right to cancel this RFP at any time, at its discretion.

Proposals become the property of the City and information therein shall become public property subject to disclosure laws after a Notice of Intent to Award. The City reserves the right to make use of any information or ideas contained in submitted proposals. The City is not liable for any costs or expense incurred in the preparation of a response to this (RFP) and may modify or cancel this solicitation at any time.

SECTION IV: INQUIRIES

All inquiries must be submitted to the City Clerk at cityclerk@bellcityclerk.org.

The City will respond to all pertinent inquiries in writing, and when necessary, through an addendum to the RFP. Oral statements, explanations, or instructions given by any person during this solicitation are unauthorized and will not be binding.

SECTION V: SOLICITATION INTERPRETATIONS AND ADDENDA

Any change to or interpretation of this solicitation by the City will be sent to each party to which the RFP has been sent and any such changes or interpretations shall become part of the solicitation for incorporation into any agreement awarded pursuant to this RFP.

SECTION VI: GENERAL CONDITIONS

1. The City of Bell shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiating any terms with the City.

2. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the firm best qualified and responsive in the opinion of the City.

3. Proposals may, at the City's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone submittal opening for its own convenience and to reject any and all submittals responding to this RFP.

4. The selected firm must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

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

   Required Policies.

   A. Commercial General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

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

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

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

   E. All policies except workers' compensation shall name as additional insured the City, its directors, officers, employees, agents and representatives.

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

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

6. The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.

7. The selected firm must pay employees in a timely fashion according to California EDD rules and regulations.

8. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

9. The selected firm shall not sublet any portion of the agreement with the City without express written permission of the City Manager or his designated representative.

10. No discrimination shall be made in the employment of persons because of the race, color, or religion of such persons.

11. The City reserves the right to review and approve the qualifications of subcontracting firms or persons. Substitutions, which are not approved, are considered sufficient grounds for termination of contract.

12. The City or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time, and work records, employment records or other records relating to employment. Such material, including all pertinent cost accounting, financial records and proprietary data, will be kept and maintained by the firm for a period of at least four years after completion of a firm's performance unless the City's written permission is given to dispose of the same prior to that time.

13. All responses to this RFP shall become the property of the City of Bell and will be retained or disposed of accordingly.

14. No amendments, additions, or alternates shall be accepted after the submission date and time.

15. All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the City of Bell shall be the property of the City. Anything considered to be proprietary should be so designated by the firm.

16. Acceptance by the City of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.

17. The City reserves the right to issue written notice to all participating firms of any change in the proposal submission schedule should the City determine, in its sole discretion, that such changes are necessary.

SECTION VII: SCOPE OF WORK

City Engineer (or if a firm responds to the RFP, the person in charge of the project) shall administer the functions pertaining to the engineering needs of the City, including but not limited to the following:

General Administrative Functions

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

2. Review all matters pertaining to engineering to insure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interests and are in keeping with City goals, specifications and practices as well as with local, state, and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of City government.

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

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

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

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

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

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

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

11. Provide for enforcement of engineering related City ordinances.

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

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

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

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

16. Solicit proposals for capital improvement project design work.

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

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

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

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

Development Review Functions

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

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

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

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

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

Submittal Format and Content

1. The submittal should be typed and as brief as possible while adequately describing the qualifications of the firm.

2. Proposals are to be submitted in the same envelope, clearly marked with the firm's name, address and phone number.

3. The proposing firm shall submit the following information with the package, including the same information on subcontractors, in the following format:

   a. Cover Letter. In no more than two (2) pages, the firm should provide the name, address and phone number of the consultant, the primary contact name and phone number, any qualifying statements or comments regarding the proposal and identification of any sub-consultants and their responsibilities. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work.

   b. Qualifications. This portion should include a description of the qualifications of the assigned staff and sub-contractors, relevant technical experience, and the availability of the staff for the services provided (See section 8). After selection of a firm by the City, no substitution of key staff or sub-contractors may occur without the written approval of the City.

      A list of related projects should be included with the name of the contact person and the telephone number for which the firm has recently or currently provides services as outlined under the Scope of Work.

   c. Scope of Work. The firm shall describe the proposed work by task, including any tasks to be performed by sub-contractors.

   d. Project Fee. Proposing firms must submit a proposal that includes a schedule of fees for all pertinent aspects of the project, and a "not to exceed" amount for reimbursables.

   e. Acceptance of Conditions. This section will be a statement offering the firm's acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP of any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the firm's behalf must be stated in the proposal. Unless specifically noted by the firm, the City will assume that the proposal is in compliance with all aspects of the RFP.

SECTION VIII: CRITERIA FOR SELECTION

Each proposal is required to contain the following criteria:

A. Understanding of Requested Services MAX SCORE 10 PTS

This relates to the basic or preliminary understanding of the requested services. Is there a clear and concise understanding of the services based on existing information? Is there a general description of the role of the requested services and the chief issues to be addressed?

B. Engineer's Capabilities MAX SCORE 25 PTS

The response should address the following:

- Similar services performed within the last three years that best characterize work quality and cost control;
- Acknowledgement of each type of engineering services requested and provide information on strengths and weakness to perform each type of work;
- Internal procedures and/or policies related to work quality and cost control;
- Management and organizational structure;
- Other on-going projects that may affect availability for this work;
- Availability to perform the work for the duration of the contract.

C. Engineer (or PROJECT TEAM) MAX SCORE 25 PTS

This relates to the Engineer (or if this proposal is from an engineering firm, the project principal, the project manager, and key staff) and how well does the individual's (or the firm's) qualifications and experience relate to the requested services:

- Extent of Engineer (or principal) involvement;
- Current on-going work assignments, project types, and location of key members;
- If this proposal is from an engineering firm, provide the names of key members who will be performing the work on this project, their responsibilities, and relevant qualifications and individual experience;
- Experience with similar projects and interdisciplinary engineering teams;
- List five current references for similar work projects completed within the past three years.

D. Resources MAX SCORE 10 PTS

This relates to the total resources allocated to providing the requested services. (examples: compatible computer equipment, office location, etc.)

E. Response Time MAX SCORE 10 PTS

This criteria relates to how quickly the Engineer can respond to any given assignment and what priority would be assigned to City of Bell projects. The selected consultant must demonstrate the ability to provide more of their time as needed. The Engineer must demonstrate how time will be managed (typical routine) and how quickly they can respond to extra time requests.

F. Cost of Services MAX SCORE 20 PTS

In an attached sealed envelope, provide a summary of service costs including:

- Professional Engineer rate (flat rate or on-call rate; be specific with any differences);
- Direct non-labor costs that might be applicable;
- Draftsperson rate;
- Other professional/sub-professional rate(s).

SECTION IX: CONTRACT

The successful proposer will be required to enter into a written contract with the City of Bell. The City reserves the right to negotiate the price, terms, and scope of services with the proposer, prior to entering into an Agreement. A subcommittee will likely be appointed by the City Council and will negotiate the terms and conditions of the Agreement with the individual selected. The agreement will contain provisions requiring the selected individual to indemnify the City and provide that the individual is an independent contractor serving at the will of the City Council. Provisions will also be included in the contract allowing the City Council to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

The term of the contract is negotiable .

In the event that a conflict exists between documents associated with this RFP, the following order of precedence shall apply:

1. City of Bell Legal Services Agreement
2. City of Bell Request for Proposals
3. Proposer's Response

The period for execution may be changed by mutual agreement of the parties. Agreement is not effective until approved and signed by the appropriate City officials. Any work performed prior to the receipt of the fully executed Agreement shall be at the proposer's own risk. The City encourages proposers to resolve issues regarding the project requirements or RFP process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City wishes to foster cooperative relationships and reach a fair agreement in a timely manner.

SECTION X: DISPUTES/PROTEST

Proposers filing a protest must do so within five (5) calendar days after Notice of Intent to Award. The protesting proposer shall submit a full and complete written statement detailing the facts in support of the protest. Protests must be sent by certified or registered mail or delivered in person to the Chief Administrative Officer, or his or her designee. The City will provide a decision on the matter. The decision must be in writing and sent by certified or registered mail or delivered in person to the protesting proposer. The decision of the City is final. Interpretation of the wording of this document shall be the responsibility of the City, and that interpretation shall be final.

PROPOSAL

Pursuant to the Notice inviting proposals for the above described work, the undersigned as a Contractor, declares that he/she has carefully examined the proposed described work and that he/she has read and examined the contract documents and is familiar with all proposal requirements. Contractor will also furnish all labor, materials, and services necessary to perform and complete all work required by the contract documents and all addenda thereto issued by the City of Bell prior to the receipt of the proposals, for the above described work for the lump sum or unit price set forth and by this reference is incorporated herein.

Said Contractor further agrees to complete all work required under the contract within the time stipulated in said contract documents and to accept in full payment therefore the price in the Proposal Schedule.

Dated:_____

Name of
Contractor_____
(Complete Corporate, Partnership, Fictitious or Sole Proprietorship name)

By:
_____
(Signature)

Name
Printed:_____

Title:_____
(Proof of authority to bind Contractor must be submitted with proposal)

Address:_____

Telephone:_____

CITY OF BELL

MEMORANDUM

TO: INTERESTED PARTIES

FROM: REBECCA VALDEZ, CMC, CITY CLERK

DATE: AUGUST 25, 2011

RE: REQUEST FOR PROPOSALS (RFP): City Engineer Services

Per City Council direction on August 24, 2011, the solicitation for RFP's will remain open for an additional 26 business days.

PROPOSALS MUST BE RECEIVED BY

FRIDAY, SEPTEMBER 30, 2011 BEFORE 4:00 PM

City of Bell
C/O City Clerk
6330 Pine Avenue
Bell, CA 90201
(323) 588-6211

Note: The full RFP can be found on line at the following address:

http://www.bellcityclerk.org

City of Bell

Proposals were submitted in response to the City's July 19, 2011 Request For Proposal: City Engineering Services from the following firms:

CCL Engineering Inc.	43434 Sahuayo St. Lanscaster, CA 93535
Interwest Consulting Group	15061 Springdale Street, Suite 205 Huntington Beach, CA 92649
Kal Krishnan Consulting Services Inc.	900 Wilshire Blvd., Suite 1230 Los Angeles, CA 90017
NA & Associates Inc.	16 Technology Dr., Suite 115 Irvine, CA 92618
Onward Engineering	300 S. Harbor Blvd., Suite 814 Anaheim, CA 92805
Quantum Consulting Inc.	2720 Sepulveda Blvd., Suite 100 Torrance, CA 90505
RSCC Engineering Inc.	15859 E. Edna Place, Suite 105 Irwindale, CA 91706
Transtech Engineers, Inc.	624 Brea Canyon Road Walnut, CA 91789
TY Engineering and Design	18319 Collins Street #1 Tarzana, CA 91356
Willdan Engineering	13191 Crossroads Parkway North, Suite 405, Industry, CA 91746-3443

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Community Development Block Grant Administration Services

RECOMMENDATION:

Approve an Agreement with SJC3 Consulting for Community Development Block Grant Program Administration Services for FY 2011-12 in an amount not to exceed $26,880.

BACKGROUND AND DISCUSSION:

In 1974, the U.S. Congress introduced the Community Development Block Grant (CDBG) Program as part of the Housing and Community Development Act. The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). Although the Act has been amended in recent years, the primary objective continues to be developing viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income persons.

The CDBG Program has three primary objectives:

- Benefit those with low- and moderate-incomes;
- Aid in preventing neighborhood deterioration; and
- Meet other urgent community development needs due to natural disasters or other emergencies.

The CDBG funding for smaller cities, those with a population under 50,000, is administered through counties; the City of Bell's funding is programmed through the Los Angeles County Community Development Commission (LACDC). The funding allocation for cities is calculated by a population-based formula; the City of Bell's annual amount of new CDBG funds is approximately $600,000. In FY 2011-12, due to the reallocation of funds that were not spent in previous years, the City was able to budget $892,854 for CDBG eligible programs.

There are a number of restrictions and requirements related to programs eligible for CDBG funding. One of these requirements is that not more than 7.5 percent of the City's annual new funds allocation may be appropriated for activities that are classified by HUD as administrative

costs. Over the past 20 years, the administration of the CDBG program has been implemented by staff with the assistance from a consultant specializing in this process.

In November, a Request for Proposals (RFP) for the CDBG Program Administration was issued. Copies of the RFP were directly mailed to 11 firms and the document was also posted on the City's website. The City received responses from four firms, one of which, MDG Associates, Inc, declined to submit a proposal due to other obligations. The submittals from the remaining firms were reviewed and representatives from each firm were interviewed by the Interim Director of Community Services and the Interim Director of Development Services. The panel rated the proposals on the factors of technical approach; experience of the firm, especially with the LACDC process; proposed staffing services; and proposed hourly rates. The following provides a matrix of the ratings as well as the proposed hourly rates for the Principal consultant. For comparison purposes, the former consultant provided services at the rate of $80.00 per hour.

Firm	Location	Hourly Rate*	Rating
SJC3 Consulting	Woodland Hills, CA	$ 80.00	90
Willdan Engineering	Industry, CA	$120.00	81
JDK Consulting	Huntington Beach, CA	$ 90.00	70

** Proposed hourly rate for Principal Consultant*

As a result of this analysis, it is recommended that SJC3 Consulting be awarded a contract to provide CDBG Program Administration services in an amount not to exceed $26,880 for FY 2011-12.

FINANCIAL IMPACT

Funds for this contract are allocated in the FY 2011-12 CDBG Administration account (account no. 30-525-0064-0235). There is no impact to the General Fund.

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTRATION SERVICES AND TECHNICAL ASSISTANCE SJC3 CONSULTING

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2011, by and between the CITY OF BELL, a California municipal corporation herein ("City") and SJC3 (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Warranty. The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. Consultant warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Consultant agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Consultant shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit "A" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty six thousand and eight hundred eighty Dollars ($26,880) for the Fiscal Year 2011-12 in Community Development Block Grant Funds without prior authorization.

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of $29,577 or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

2.4 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall determine the applicable prevailing rates and make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with

the Prevailing Wage Laws. The provisions of this Section may be waived in Exhibit "A" if inapplicable to the serves provided hereunder.

3. PERFORMANCE SCHEDULE

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

3.2 [Reserved.]

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

3.4 Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within forty five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 5, pertaining to indemnification and insurance, respectively.

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding Sixty (60) days from the date hereof.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Ms. Regina Collins is hereby designated as being the representative of Consultant authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. The Community Services Director is hereby designated as being the representative the City authorized to act in its behalf with respect to the

work and services specified herein and to make all decisions in connection therewith ("Contract Officer"). The Chief Administrative Officer of City shall have the right to designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not

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

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

5.2 Indemnification. To the full extent provided by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Consultant, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Consultant's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency,

except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "B". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.
4450 E. 60th St

8. FEDERAL REQUIREMENTS

8.1 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. During the Performance of this Agreement, the Consultant agrees as follows:

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

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

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

8.5 The Consultant will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.

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

8.7 In the event of the Consultants non-compliance with the equal opportunity clauses o the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant maybe declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8.8 The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 2965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non compliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

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

8.10 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole in part with funds made available under this title.

8.11 AGE DISCRIMIATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination of the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

8.12 "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development and is subject to the requirements of section 3

of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contract for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

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

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

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

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

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

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

8.19 The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

9. COUNTY OF LOS ANGELES REQUIREMENT

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

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

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

10. MISCELLANEOUS

10.1 Business License The Consultant agrees to obtain a City of Bell Business License in order to provide services. This Business license shall be issued by the City of Bell's Business License Department upon approval of the Business License Application and payment of Business License Tax.

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

10.3 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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

10.5 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if

any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

10.7 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.8 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

10.9 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[Signatures on the following page.]

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

CITY:

CITY OF BELL, a municipal corporation

_____
Interim Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
David J. Aleshire, City Attorney

CONSULTANT:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Address:_____
_____
_____

Two signatures are required if a corporation

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

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2011 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01135/0001/107025.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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☐ CORPORATE OFFICER

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TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01135/0001/107025.1

EXHIBIT "A"
SCOPE OF SERVICES

1. Consultant will provide technical assistance for the administration and implementation of the City's project and activities.

   - Prepare CDBG documents including contracts, agreements, and amendments;
   - Prepare and publish hearing notices for citizen input on the allocation of Annual funds and/or any changes in the CDBG allocation of funds;
   - Prepare reports for City Council review and approval of CDBG projects and activities;
   - Prepare and submit annual Program Planning Summaries indicating the projects and budgets for the CDBG Program to the Community Development Commission;
   - Process CDBG Reimbursable Contract and Amendment;
   - Prepare and complete Community Development Commission reports and Documents, including the Quarterly Performance Report, labor standards report and Contract/Subcontract activity report; and
   - Keep the City informed about current County and HUD requirements for the CDBG Program, including, but not limited to, historical preservation clearance; environmental impact processing; and procurement guidelines for services, supplies and equipment.

2. Consultant will prepare City Council Reports and City Council Resolutions for agenda items pertaining to the Community Development Block Grant (CDBG) Program.

3. Consultant will prepare the agreements to implement projects including project descriptions and budgets.

   - Complete and submit all documents which describe the CDBG projects, funding amounts, program beneficiaries and project locations;
   - Prepare and process amendments for on-going projects; and
   - Prepare and publish public hearing notices for substantial changes in project

description and or funding levels.

4. Consultant will prepare CDBG funding requests for each project.

   - Review payment requests and invoices for CDBG services, supplies, and equipment, if necessary;

   - Prepare and submit CDBG funding requests to the County each month; and

   - Monitor the drawdown of CDBG funds in order to comply with the CDC/HUD performance goals.

5. Consultant will coordinate with staff and gather all necessary files and documentation for program monitoring and audit preparation.

   - Develop and maintain all necessary documentation for CDBG monitoring and Single Audit; and

   - Assist County and Federal CDBG monitors during program performance reviews, and City auditors during Single Audit.

6. Consultant will act as City's liaison and representative to the Community Development Commission.

   - Coordinate program monitoring visits and audits;

   - Prepare responses to CDC correspondence and monitoring findings;

   - Submit inquiries for clarification and determinations on behalf of the City; and

   - Attend all mandatory trainings.

7. Consultant will ensure compliance with all applicable Federal, State and local laws and policies.

   - Keep updated copies of CDBG regulations and handbooks at City Hall;

   - Circulate CDBG information bulletins to City staff; and

   - Attend County and HUD seminars on program and regulatory changes.

8. Consultant will work with staff, LACDC, and HUD to ensure that the City is incompliance with all regulations, practices, and procedures.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the tasks identified in Exhibit A.

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

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

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

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

III. The total compensation for the Services shall not exceed $26,880 as provided in Section 2.1 of this Agreement.

IV. The Consultant's billing rates for all personnel are $80 per hour for Principal and $75 per hour for Associates.

Mileage and Travel, if necessary and on approval of the City, will be paid in accordance with United States General Services Administration.

Contingencies, if necessary and upon City approval, will be paid on a time and material basis.

SJC 3 Consulting

6320 Canoga Avenue • Suite 1500
Woodland Hills, CA 91367
(310) 569-3537

www.sjc3consulting.com

November 28, 2011

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

Dear Ms. Valdez

SJC 3 Consulting, Inc is pleased to submit this proposal to provide CDBG Program Administration. SJC 3 Consulting Inc. has extensive hands-on experience working with federally funded programs. Our knowledge and dedication to the communities we serve allows us to successfully meet your goals and objectives. If you have any questions regarding this proposal, please feel free to call. I look forward to the opportunity to work with staff and assist the City of Bell.

Sincerely,

Regina Collins

Regina Collins
Principal

Proposal to Provide Professional Services to the City of Bell for CDBG Program Administration

Submitted to:
Ms. Rebecca Valdez
City Clerk

Submitted by:
Regina Collins, SJC3 Consulting

November 30, 2011

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INTRODUCTION

SJC 3 Consulting, Inc. has been in business since 2007 and is a small minority and woman-owned consulting firm. SJC 3 Consulting currently has a principal and three associates. We have cumulative experience of over 60 years in federal grant management and administration. Services include but are not limited to management and administration of federally-funded and state-funded programs such as Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Integrated Disbursement Information System (IDIS), 20 % Set-Aside, and Environmental Protection Agency (EPA) Brownfield Grants, Neighborhood Stabilization Program (NSP), and Supportive Housing Program (SHP). SJC3 Consulting provides consulting services to both Entitlement Jurisdictions and Cities participating in a consortium. SJC 3 Consulting, Inc. will act as a liaison between the client and the Los Angeles County Community Development Commission (LACDC), the United Stated Department of Housing and Urban Development (HUD), and the California Department of Housing and Community Development (HCD).

SJC 3 Consulting consists of highly experienced, well trained team members that have hands-on experience working for municipalities administering federally-funded programs, as well as monitoring and auditing federally funded programs and projects.

SJC 3 Consulting works with the City to develop, foster, and maintain good working relationships with staff, LACDC, HUD, community members, and all stakeholders involved in the programs and projects. We stay abreast of regulations, policies, and procedures, by attending both local and national trainings and conferences.

EXAMPLE OF SERVICES

- Five-Year Consolidated Plan
- Analysis to Impediments to Fair Housing Choice (A.I.)
- Annual Action Plan Preparation
- Consolidated Annual Performance Evaluation Report (CAPER)
- Integrated Disbursement Information System (IDIS)
- CDBG/HOME/NSP Program/Project Design, Development and Implementation
- Administration of Housing Programs
- Technical Assistance on regulatory compliance issues
- DBRA
- Audit Preparation (file organization, resolution of Findings, follow-up correspondence)

QUALIFICATIONS AND PERSONNEL

- ***City of Bellflower***

Ms. Priscila Davila and Ms. Regina Collins provide general administrative services to the City of Bellflower. General duties and scope of work for both Ms. Davila and Ms. Collins include but are not limited to the following:

Preparation of the Annual Action Plan and Consolidated Annual Performance Evaluation Report, HUD audit preparation, Integrated Disbursement Information System (IDIS) technical support, respond to HUD correspondence, make presentations to City Council, Parks and Recreation Commission and City staff, attendance at preconstruction meeting, Section 3 Compliance, program design and development with Neighborhood Stabilization Program (NSP) and American Reinvestment and Recovery Act (ARRA) (CDBG-R) funds, consultation and technical assistance on regulatory compliance. Additionally, SJC 3 Consulting provides assistance with the development of affordable housing projects, technical assistance to prospective Community Housing Development Organizations (CHDOs), overall grant management, budget preparation, and acts as a liaison between the City and HUD.

Client Reference: Mr. Brian K. Lee, Director of Community Development
(562) 804-1424 ext 2224
blee@bellflower.org

Date of Activity: February 2007 to present

- ***City of Compton***

Ms. Collins is currently assisting the Community Redevelopment Agency of the City of Compton with the administration of its NSP 1, 2, and 3 Programs. The City is using its NSP program funds to assist Community Housing Development Organizations (CHDOs) and to acquire, rehabilitate, resale, and manage foreclosed properties in the City.

During the 2008-2009 program year Ms. Collins was responsible for monitoring the City's Public Service Agencies. Services included conducting on-site monitoring visits and preparing correspondence to Public Service Agencies. During the 2007-2008 fiscal year services included, IDIS technical assistance, conducting on-site monitoring visits, reviewing files and financial documentation to ensure Public Service Agencies were compliant, and prepare monitoring correspondence with findings and observations and corrective actions.

Client Reference: Michael Antwine, Deputy Redevelopment Manager
(310) 605-5511
mantwine@comptoncity.org

Date of Activity: April -June 2008 and June-August 2009
(Auditing services and technical assistance)
July 2011- present (administrative services)

- ***City of Inglewood***

Ms. Collins prepared the City's 2009-2010 Annual Action Plan and provided IDIS technical assistance. During the 2007-2008 program year services included entering projects and programs into HUD's mainframe Integrated Disbursement Information System (IDIS) which allowed the City to successfully drawdown over $3,000,000 in CDBG and HOME funds to meet expenditure deadlines.

Client Reference: Ms. Pamela R. Thigpen, Housing and Grants Director
(310) 412-5221
pthigpen@cityofinglewood.org

Date of Activity: August-September 2007 (IDIS technical assistance)
June-July 2009 (Action Plan preparation)

- ***City of Diamond Bar***

Ms. Maria Torres-Castañeda provides overall general administrative support and management of the City of Diamond Bar's Housing Rehabilitation Programs. Ms. Torres-Castañeda general duties include but are not limited to:

Determining eligibility, processing of housing rehabilitation applications, preparing correspondence to residents, preparing staff memorandums, making sure the City is in compliance with all CDBG regulations, preparing and submitting environmental information for CDC review, LBP/ACM testing abatement and clearances, file maintenance and organization for CDC monitoring and reviews.

Client Reference: Mr. David Doyle, Assistant City Manager
(909) 839-7010
David.doyle@ci.diamond-bar.ca.us

Date of Activity: July 2009 to present

- ***City of Cudahy***

Ms. Maria Torres-Castañeda provides overall general administrative support and management of the City of Cudahy's Single Family and Multi Family Housing Rehabilitation Programs. Ms. Torres-Castañeda general duties include but are not limited to:

Determining eligibility, processing of applications, prepare and submit environmental information for CDC review, labor compliance, LBP/ACM testing abatement and clearances, file maintenance and organization for CDC monitoring and reviews, issuing progress payments, tracking financial expenditures, keeping staff abreast of pending deadlines and submittals, preparing staff reports and other internal documents as needed and in relation to the management of CDBG funded activities and attending CDC training and meetings. Ms. Torres-Castañeda is the key contact/liaison between City and LACDC.

Client Reference: Mr. Saul Bolivar, Director of Community Development
(323) 773-5143
sbolivar@cityofcudahyca.gov

Date of Activity: July 2007 to present

- ***City of Covina***

Ms. Regina Collins and Ms. Maria Torres-Castañeda provided general administrative staff support for the City of Housing Rehabilitation programs, specifically the Handy worker and Single-Family Residential Rehabilitation. Ms. Collins general duties included the following:

Processing applications, file preparation and maintenance, ordering environmental assessment reports, collecting and reviewing supporting documentation, preparing correspondence, conducting pre-inspections, preparing work write-ups, preparing Request for Bids, conducting pre-construction meetings, and entering programmatic and environmental clearance information into LACDC's online system.

Ms. Collins also assisted the City of Covina with the management and administration of the McGill Street House Project, which is a homeless prevention program funded with federal Supportive Housing Program (SHP) and administered through the Los Angeles Homeless Shelter Authority (LAHSA).

Client Reference: Mr. Robert Neiuber, Director of Community Development
(626) 858-7210
rneiuber@ci.covina.ca.us

Date of Activity: May 2008-February 2011

- ***City of Carson***

Ms. Regina prepared the 2010-2011 Annual Action Plan 2010-2015 Five Year Consolidated Plan, and the Analysis of Impediments to Fair Housing Choice (AI).

Client Reference: Mr. Donyea Adams, Redevelopment Manager
(310) 233-4862
dadams@carson.ca.us

Date of Activity: January-May 2010

- ***Los Angles Neighborhood Housing Services (LANHS)***

Mr. Dante Hall provides environmental review processing and Section 3 Trainings and general program technical assistance to LANHS staff and the consortium partners. Mr. Hall also assists with design and implementation of sound management, and fiscal control practices that demonstrate measurable outcomes in the use of public funds.

Client Reference: Ms. Lori Gay, President and CEO
(213)381-2862
lgay@lanhs.org

Date of Activity: April 2010 to present

CONTRACT

If awarded a contract the consultant will file a Conflict of interest Statement with the City Clerk of the City of Bell.

PROPOSED CONSULTANTS

Regina Collins, Principal

Ms. Collins is available as the primary consultant to work on-site 12 to 16 hours per week and will work under the direction of City staff to ensure compliance with program rules and regulations.

Dante Hall, Associate

Mr. Dante Hall is available for up to 16 hours per week should additional support be necessary.

The resumes of the abovementioned consultants are attached as part of this proposal.

SCOPE OF SERVICES

SJC 3 Consulting Inc. will provide the proposed scope of services indicated in the Notice inviting Proposals for Program Administration Services for the 2011, 2012, and 2013 CDBG Program Years, dated November 10, 2011. In addition, we will work with staff, LACDC, and HUD to ensure the City is in compliance with all regulations, practices, and procedures.

BUDGETED COSTS/SCHEDULE OF HOURLY RATES

Costs	
Regina Collins, Principal	$80 per hour
Dante Hall, Associate	$75 per hour
Mileage and Travel (if necessary and upon City approval)	In Accordance with United States General Services Administration (GSA)
Contingencies (if necessary and upon City approval)	Time and Material

Cost Breakdown of Probable Range of Service Hours		
Position	**Monthly Hours**	***Monthly Cost**
Regina Collins, Principal	48 hours	$3,840.00
Total Contract $3,840 x 7 months (not to exceed $26,880.00 annually)		
**Service hours necessary to complete task will vary depending on factors such as size, scope, and complexity of projects and staff support.*		

LIST OF CLIENTS SERVED /REFERENCES

City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
Contact: Mr. Brian K. Lee, Director of Community Development
(562) 804-1424 ext 2224
blee@bellflower.org

City of Carson
701 E. Carson Street
Carson, CA 90745
Contact: Mr. Donyea Adams, Redevelopment Manager
(310) 233-4862
dadams@carson.ca.us

City of Compton
205 S. Willowbrook Ave
Compton, CA 90220
Contact: Michael Antwine, Deputy Redevelopment Manager
(310) 605-5511
mantwine@comptoncity.org

City of Covina
125 East College Street
Covina, CA 91723-2199
Contact: Mr. Robert Neiuber, Director of Community Development
(626) 858-7210
rneiuber@ci.covina.ca.us

City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Contact: Mr. Saul Bolivar, Director of Community Development
(323) 773-5143
sbolivar@cityofcudahyca.gov

City of Diamond Bar
21825 Copley Drive
Diamond Bar, CA 91765
Contact: Mr. David Doyle, Assistant City Manager
(909) 839-7010
David.doyle@ci.diamond-bar.ca.us

City of Inglewood
One West Manchester Boulevard
Inglewood, CA 90301
Contact: Ms. Pamela R. Thigpen, Housing and Grants Director
(310) 412-5221
pthigpen@cityofinglewood.org

Los Angeles Neighborhood Housing Services
3926 Wilshire Blvd, Suite 200
Los Angeles, CA 90010
Contact: Ms. Lori Gay, President and CEO
(213)381-2862
lgay@lanhs.org

Professional Experience:

Housing and Grants Coordinator
City of Bellflower-Community Development Department

Responsible for the overall operation of the Housing and Grants Division within the Community Development Department:

- Develop, implement, and monitor the utilization of Federal and State funds such as CDBG, Redevelopment 20 % Set-aside funds HOME, Section 108, EPA, and EDA
- Maintain and ensure regulatory compliance of all CDBG, HOME, EPA, Section 108, EDA, and RDA Set-Aside Programs. Funded programs include Economic Development, Micro-Enterprise Business, Commercial Rehabilitation, Public Improvements, Acquisition, Housing Development, Residential Rehabilitation, First-Time Homebuyer Assistance, and Environmental/Brownfield Site Assessment Programs and Public Service Agency Awards
- Prepare the 5-Year Consolidated Plan, the Annual Action Plan, Annual Consolidated Performance Evaluation Report (CAPER), the Annual HCD Reports and Quarterly EPA reports
- Primary contact and liaison between the City and HUD, EPA, and HCD
- Interact with the public by conducting workshops, loan and grant administration, inspections, and contractor evaluation and selection
- Analyze and research projects, prepare budgets for CDBG, RDA 20% Set-Aside, Section 108, EDA, EPA, and HOME budgets
- Prepare staff reports, write for grants and local, State and National awards
- Make presentations to the public, City Council, Commissions and Associations
- Supervise administrative, technical, and professional work related to the implementation of Community Development programs such as economic development, housing rehabilitation and development commercial rehabilitation, acquisition, public improvements, and public services

Program Manager
Community Development Commission-Community Development Block Grant (CDBG) Division

Responsible for: evaluating Cities, Community Based Organizations and County Departments and ensuring overall compliance with CDBG and ESG regulations.

- Provide technical assistance to CDBG and ESG grant recipients in identifying appropriate systems that can be implemented to meet requirements.
- Review and respond to eligibility inquiries for proposed projects
- Prepare agreements, amendments, statistical and financial reports for CDBG and ESG-funded projects
- Provide CDBG compliance training and seminars to grant recipients
- Review construction projects for compliance with Davis-Bacon requirements and investigate complaints and prepare recommendation for corrective actions

Education: **University of Southern California, Los Angeles**
Bachelor of Science Degree
Major: Urban and Regional Planning and Development

Professional Training, Awards, and Memberships

- Maximizing HOME: Using HOME to Develop Housing for Special Needs Populations 2010
- HUD Relocation Training 2011
- HUD Fair Housing Workshop 2011
- Expert HOME and CDBG: Working Together to Create Affordable Housing 2007
- HUD Environmental Training
- Member of the American Planning Association (APA)
- CALED Merit Award of Excellence for Economic Development 2006
- U.S. EPA Assessment Grant Award Recipient for $200,000 2004

Dante G. Hall

Summary of Experience

2006 to 2010 **City of El Monte, CA**
Administration
Assistant City Manager

Responsible for overseeing the day to day operations of the $50 million dollar general fund budget and 300 full and part-time City employees. Provided leadership with special emphasis on Redevelopment, Community Development, Housing, Planning, Finance, Human Resources, Environmental Services, and Code Enforcement.

2004 to 2006 **City of El Monte, CA**
Community Development Department
Deputy City Manager for Community Development

Directed department of 100 personnel and an annual general fund and special fund budget of $20,000,000; Directed and negotiated major development projects for the City; Directed the development process and eight essential city divisions including Planning, Housing, Building, Environmental Services, Engineering, Public Works Maintenance, Water, and Code Enforcement; Directed the City's general plan update process, which includes land use element, circulation, housing, economic development, open space, public safety, and historic preservation; Conducted nexus studies to implement new development fees and user fees; Directed and negotiated solid waste franchise agreements for commercial, construction and demolition, multi-family residential, and single family residential; Established and directed Community Facilities District assessments for infrastructure financing.

2002 to 2004 **City of El Monte, CA**
Community Development
Assistant Director of Community Development

Directed and participated in the development of goals, objectives, policies, and priorities for the Community Development Department; Directed critical functions of the department, including public works, engineering, planning, building, code enforcement, environmental services, and housing; Prepared and monitored department's annual budget; Provided technical assistance related to community development to the public, City Council, City Manager, various department, boards and commissions

2000 to 2002 **City of El Monte, CA**
Community Development
Housing and Grant Manager
Managed Federal CDBG, HOME, and ESG grant of over $5.5 million dollars; Managed Housing Division staff and consultants; Managed various Economic development projects; Managed Section 108 Loan Guarantees; Prepared 5-year Consolidated Plan, Annual Action Plan, and CAPER

1998 to 2000 **Los Angeles County Community Development Commission** Monterey Park, CA
Program Manager

Provided technical assistance and guidance to cities, County Departments, and agencies to interpret Federal HUD regulations; Conducted financial and programmatic workshops for Los Angeles County cities and agencies

1997 to 1998 **City of Half Moon Bay, CA** (Population: 13,000)
City Manager's Office
Assistant to the City Manager

Responsible for contract development, monitoring and review; community outreach and education of public utility deregulation process; and conducted management level analysis and wrote staff reports for City Council meetings and other public information efforts.

1995 to 1997 **City of Pasadena, CA** (Population: 150,000)
City Council
Field Deputy-District 1

Served as day to day ombudsman to District 1 constituents; spearheaded and monitored community projects; conducted analysis and wrote staff reports; organized public meetings and coordinated major events.

Educational Background

Master of Public Administration - University of New York, Baruch; New York, NY

Bachelor of Arts - Social Work - Azusa Pacific University; Azusa, CA

Certifications
Economic Development Finance - National Development Council
Business Credit Analysis - National Development Council
Single Family Home Ownership Finance - National Development Council

Other Qualifications
2008 - Present - City of Pasadena Planning Commission
2009 - Present - City of Pasadena General Plan Update Advisory Committee
2008 - Present - City of Pasadena Board of Zoning Appeals

Certifications
Public Administration Fellow - National Urban Fellowship

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: Arne Croce, Interim Chief Administrative Officer

SUBJECT: Amendment of Agreement with David A. Bass for financial related professional services

RECOMMENDATION

The City Council approve the amendment to the professional services agreement of David A. Bass at a reduced rate of $72 per hour and extending the agreement to June 30, 2012.

BACKGROUND

David Bass has been providing selected financial services for the City of Bell since June 28, 2011. His agreement was approved by the City Council on July 13, 2011. The agreement called for the preparation of the FY 2011-12 budget and other tasks as assigned by the Interim Chief Administrative Officer. The other tasks accomplished by Mr. Bass to date are:

- Analysis and report on the appropriate level of reserves for the City's four benefit assessment districts
- Draft Accounting Policies and Procedures
- Research and draft letter for the State Park grant repayment requested by the State (this work has not been billed – it will only be billed if the State reduces the amount they have requested be returned by the City to the State
- Gann limit calculation and report to City Council
- Quarterly financial report (July – September 2011, General Fund)
- Cash flow analysis
- Leave accrual review for selected employees
- Payroll bank reconciliation
- Prepare legal bill allocations and explain to accounting staff

There continues to be a need for his services, and Mr. Bass has agreed to an extension of his agreement (from December 31, 2011 to June 30, 2012) and to reduce his hourly rate from $95 per hour to $72 per hour. It should be noted that during the time of Mr. Bass' consulting services he has voluntary provided some services on a "pro bono" basis and some services at a reduced hourly rate. The attached extension of the agreement identifies tow specific tasks: development of purchasing policies and procedures for the City; and development of a recommended budget for legal services. Mr. Bass will also assist the Interim Finance Director.

Mr. Bass has considerable municipal finance experience, having served as a city finance director for over 30 years (eleven years were for the City of Bell Gardens), served on several boards related to government finance, and upon retirement, has provided consulting services to several cities (among them: South El Monte, Baldwin Park, Fountain Valley, West Hollywood).

FINANCIAL IMPACT

The cost of Mr. Bass's services will be determined based upon the work performed on identified projects. Funding for Mr. Bass's will come either from the Transition Support Fund (01-521-0900) or other project funds if appropriate.

ATTACHMENTS

1. Amendment to existing professional services agreement
2. Original Agreement
3. David A. Bass Resume

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT is made and entered into this ___ day of December 2011, by and between the City of Bell ("City"), and David A. Bass, ("Consultant"). The City and Consultant are each a "Party" and are collectively the "Parties."

SCOPE OF WORK: Projects to be completed by the Consultant include:

1. Development of a recommended budget for City legal services;
2. Development of City purchasing policies and procedures; and
3. Other projects as assigned by the Interim Chief Administrative Officer or Finance Director.

Prior to commencement of work on a project, a scope of work for the project and the number hours allocated to the project will be approved by the Interim Chief Administrative Officer.

COMPENSATION: The hourly rate is hereby modified to a rate of $72.00 per hour, effective on the date this amendment is entered into.

TERM: The termination of the agreement is hereby modified from December 31, 2011 to June 30, 2012, unless earlier terminated by either Party in the manner set forth in the agreement.

CONTRACT SUM: For the services rendered pursuant to this Amendment, Consultant shall be compensated in an amount not exceeding the maximum contract amount of twenty-five Thousand Dollars ($25,000), inclusive of all expenses ("Contract Sum"). The Interim Chief Administrative Officer shall have the right at any time during the performance of the services, without invalidating this Amendment, to order extra work. No such extra work may be undertaken unless a written order is first given by the Interim Chief Administrative Officer to the Consultant, incorporating therein any adjustment in the Contract Sum not exceeding ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of $27,500. Any greater increases, taken either separately or cumulatively must be approved by the City and require an additional amendment to the Agreement for Professional Services between the Parties.

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

[Signatures on the following page.]

"CITY": CITY OF BELL

By:_____
Arne L. Croce

"CONSULTANT"

By: _____
David A. Bass

ATTEST:

_____
Rebecca Valdez, City Clerk

APPROVED AS TO FORM

_____
David J. Aleshire, City Attorney

[Amendment to Agreement for Professional Services]

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 13th day of JULY, 2011, by and between the City of Bell ("City"), and David A. Bass, an individual ("Consultant"). The City and Consultant are each a "Party" and are collectively the "Parties."

RECITALS

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

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

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

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

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

3. COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

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

TO CONSULTANT:

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

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

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

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

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

"CITY": CITY OF BELL

By: Pedro Carrillo
Pedro Carrillo
Interim Chief Administrative Officer

"CONSULTANT"

By: David A. Bass

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Exhibit A

Scope of Services:

Consultant will provide services as follows:

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

Exhibit B

Certificate of Exemption from Workers' Compensation Insurance

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

DAVID A. BASS

RESUME

EDUCATION

1978	Masters in Public Administration, Brigham Young University.
1974	Bachelor of Science Degree in Business Administration (Accounting). University of Southern California.
Other	Associate in Risk Management (ARM), Insurance Institute of America.
	Certified Computing Professional (CCP), Institute for Certification Education of Computer Professionals.

PROFESSIONAL EXPERIENCE

4/07 – present	Consultant
11/03 – 4/07	Administrative Services Director/Treasurer California Joint Powers Insurance Authority
9/93 – 11/03	Director of Finance/City Treasurer City of Lake Forest, California.
10/82 – 3/93	Finance Director City of Bell Gardens, California (Acting City Manager 9/83 - 3/84)
7/78 – 10/82	City Manager, Controller, City Clerk City of Munising, Michigan
12/75 – 7/78	Assistant City Manager, Controller, City Clerk City of Munising, Michigan

SPECIAL ASSIGNMENT

Appointed by a Federal Judge as trustee of the Bell Gardens Bicycle Club (1990-1993). This is the largest asset ever seized by the Federal Government. Responsible for approving all disbursements, financial oversight, and preparation of monthly reports to the Court. During the three-year period of my trusteeship, the Club's net income was the highest as compared to both prior and subsequent years.

ACCOMPLISHMENTS

Successfully implemented GASB Statement #34 three years early – received recognition by the GASB for the early implementation.

Developed a City's first Five-Year Strategic Business Plan and then two subsequent biannual updates.

Prepared approximately 25 annual governmental budgets and several multi-year capital budgets.

Responsible for purchasing, risk management and personnel.

Review general liability and workers compensation claims and as member of the Claims Committee of the California Joint Powers Insurance Authority.

Developed an implemented for one City a strategy to eliminate a $550,000 deficit (annual budget of $1.5 million). After six years the City had an $187,000 surplus and the property tax rate was decreased 15%.

Coordinated several bond issues.

Secured an issuer credit rating of AA+ from Standard & Poors for one city. This was accomplished without assistance from consultants or financial advisors.

Responsible for information technology. Developed and implemented a Strategic Technology Plan. Also responsible for several software system installs and conversions, telecommunication systems, and duplication systems.

Served as chief labor negotiator in negotiations with the police union and public works union.

Successfully managed a City during a three-week public works (which included water and waste water operations) employee strike and then negotiated a long-term settlement.

Responsible for a $180 million investment portfolio.

Secured the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for two cities on the first submittal and for each subsequent submittal.

Developed and/or revised several different types of policy and procedure manuals (personnel, purchasing, travel, accounting, affirmative action, administrative procedures, etc.).

In response to new Federal requirements, developed a Request for Proposal (RFP) for engineering services which was approved by Caltrans. The RFP was used to select one engineering firm that would do all engineering work for a three-year period. This type of process was the first ever approved by CalTrans.

Project manager for a redevelopment agency project that consisted of a 120 room hotel. This involves negotiations with the developer on the DDA and long-term ground leases. Negotiated long-term ground leases on other projects.

Developed the strategy for long-term ground leasing for a City's Redevelopment Agency, which provides $1.3 million in annual revenue for the City.

Secured and administered several Federal and State grants.

Upgraded and modified a water & sewer utility billing system.

Other Items

Treasurer, California Joint Powers Insurance Authority (1995 to 2007)

Chairman, Finance Officers Committee - California Joint Powers Insurance Authority (1988 to 1995)

Past State Representative of the Governmental Finance Officers

Past Member - League of California Cities "Housing, Community and Economic Development" Policy Committee

Frequent speaker at Municipal Finance Professional Conferences.

Former part time instructor - California State University at Los Angeles.

Charter member, GFOA's Budget Review Panel.

Participated as a panelist on two PBS television shows regarding issues affecting cities.

Professional Affiliations California Society Municipal Finance Officers (CSMFO)

References available upon request

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Rebecca Valdez, CMC, City Clerk

APPROVED BY:

Arné Croce, Interim Chief Administrative Officer

SUBJECT: Consideration of a Resolution Setting the Dates and Times of the City Council's Regular Meetings for the 2012 Calendar Year.

RECOMMENDATION:

That the City Council adopt Resolution No. 2011-53.

DISCUSSION:

Section 506 of the City of Bell's Charter provides that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution. Accordingly, the staff responses the following schedule for the Council's regular meetings for the 2012 calendar year.

Wednesday, January 11, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, January 26, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, February 8, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, February 22, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 14, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 28, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 11, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 25, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 9, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 23, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 13, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 27, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, July 11, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 25, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 8, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 22, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, September 12, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, September 26, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 10, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 24, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, November 14, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

*Tuesday, November 27, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, December 12, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

The staff also recommends to hold the following schedule for special meetings if needed.

Wednesday, January 18, 2012 at 7:00 PM
Wednesday, February 15, 2012 at 7:00 PM
Wednesday, March 21, 2012 at 7:00 PM
Wednesday, April 18, 2012 at 7:00 PM
Wednesday, May 16, 2012 at 7:00 PM
Wednesday, June 20, 2012 at 7:00 PM
Wednesday, July 18, 2012 at 7:00 PM
Wednesday, August 15, 2012 at 7:00 PM
Wednesday, September 19, 2012 at 7:00 PM
Wednesday, October 17, 2012 at 7:00 PM
Wednesday, November 21, 2012 at 7:00 PM
Wednesday, December 19, 2012 at 7:00 PM

ATTACHMENTS

Resolution No. 2011-53

**(Intentionally scheduled on a Tuesday as Wednesday is the eve of the Thanksgiving Holiday)*

RESOLUTION NO. 2011-53

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL SETTING THE DATES AND TIMES OF THE CITY COUNCIL'S REGULAR MEETINGS FOR THE 2012 CALENDAR YEAR

WHEREAS, the City of Bell's Charter authorizes the City Council of the City of Bell ("the City") to set and fix the dates and times for the regular meetings of the Council; and

WHEREAS, Section 506 of the City of Bell's Charter that the "City Council shall hold regular meetings at least once each month" and at times fixed by a resolution; and

WHEREAS, the City Council desires to set the dates and times for the regular meetings for the 2012 calendar year; and

THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. 2012 SCHEDULE OF CITY COUNCIL MEETINGS.

Pursuant to Section 506 of the City of Bell's Charter, the City Council fixes and sets the following dates and times for the Council's regular meetings during the 2012 calendar year:

Wednesday, January 11, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, January 26, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, February 8, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, February 22, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 14, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, March 28, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 11, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, April 25, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 9, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, May 23, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 13, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 27, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, July 11, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, June 25, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 8, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, August 22, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, September 12, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, September 26, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 10, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, October 24, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, November 14, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Tuesday, November 27, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

Wednesday, December 12, 2012 at 6:00 PM Closed Session and 7:00 PM Open Session

SECTION 2. 2012 TENTATIVE SCHEDULE OF SPECIAL CITY COUNCIL MEETINGS.

The City Council wishes to hold the following dates and times for the Council's special meetings during the 2012 calendar year if needed:

Wednesday, January 18, 2012 at 7:00 PM

Wednesday, February 15, 2012 at 7:00 PM

Wednesday, March 21, 2012 at 7:00 PM

Wednesday, April 18, 2012 at 7:00 PM

Wednesday, May 16, 2012 at 7:00 PM

Wednesday, June 20, 2012 at 7:00 PM

Wednesday, July 18, 2012 at 7:00 PM

Wednesday, August 15, 2012 at 7:00 PM

Wednesday, September 19, 2012 at 7:00 PM

Wednesday, October 17, 2012 at 7:00 PM

Wednesday, November 21, 2012 at 7:00 PM

SECTION 3. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

SECTION 4. SEVERABILITY CLAUSE.

The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

PASSED, APPROVED AND ADOPTED this 13th day of December, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

APPROVED AS TO FORM:

Dave Aleshire, City Attorney

City of Bell
Agenda Report

DATE: December 13, 2011

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim Chief Administrative Officer

APPROVED BY: _____
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Request of a waiver from CALPERS of the 960 hours per fiscal year limit on retired annuitants working on an interim basis for the City of Bell

RECOMMENDATION

That the City Council adopt a resolution to permit the interim executive staff at the City of Bell to continue in place this fiscal year until the searches for the permanent staff are completed.

BACKGROUND

California law limits the hours that retired CALPERS (California Public Employees Retirement System) annuitants may work for a CALPERS agency to 960 hours per fiscal year. The City of Bell interim management staff consists of several highly experienced recently retired annuitants from several CALPERS agencies. The interim assignments this fiscal year at the City of Bell will exceed the 960 hours per fiscal year limit.

The law provides that a local agency may by resolution submit a request for a waiver if necessary to the CALPERS Board of Administration along with the reasons for the waiver request. It is prudent and good business to request a waiver now before any of the interim staff exceed the 960 hour limit. To change interim staff again at six months would negatively impact the 2011/2012 Work Program Objectives for the City. Continuation of the interim staff until the executive searches for the permanent staff are completed will ensure a professional transition of leadership for the organization.

The recommended resolution covers:

Arne Croce, Interim Chief Administrative Officer
Debra Kurita, Interim Director of Community Services
Steven Belcher, Interim Chief of Police
Nancy Fong, Interim Director of Community Development
Pam Easter, Interim Director of Finance

FINANCIAL IMPACT

There is no financial impact to the City of adopting the recommended resolution

RESOLUTION NO. 2011-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL REQUESTING A WAIVER OF THE 960 HOUR LIMIT ON HOURS WORKED BY CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM ANNUITANTS IN FISCAL YEAR 2011/2012 AT THE CITY OF BELL

Whereas, the City Council elected in March 2011 contacted numerous public sector professional organizations in California to seek highly trained, experienced and available interim executive staff to assess the current state of operations at the City of Bell at rates of pay that were affordable to the City of Bell; and

Whereas, interim executive staff at discounted rates of pay have been employed in all key areas of the City government beginning in August 2011; and

Whereas, all of the interim executive staff who have accepted employment with the City of Bell at discounted rates are California Public Employees Retirement System annuitants; and

Whereas, the City of Bell has engaged an Executive Search Firm in December 2011 to begin the searches for permanent executive staff; and

Whereas, the investigations and litigation concerning alleged misconduct of prior City of Bell employees are ongoing and continuous; and

Whereas, the City Council of the City of Bell has determined that it is in the public interest to request the current interim executive staff to continue until permanent executive staff are in place in 2012; and

Whereas, a successful transition of executive leadership at the City of Bell will take more than six months to complete; and

Now, therefore, the City council of the City of Bell does resolve as follows:

The City of Bell requests that the Board of Administration of the California Public Employees Retirement System grant a waiver to the City of Bell on a one time emergency basis of the 960 hour limit on hours worked by the following California Public Employees Retirement System annuitants during fiscal year 2011/2012 for the following PERS annuitants:

Steve Belcher

Arne Croce

Nancy Fong

Debra Kurita

Pam Easter

Passed, Approved and Adopted this 13th day of December 2011.

Ali Saleh, Mayor

ATTEST:

Rebecca Valdez, CMC, City Clerk

I, Rebecca Valdez, City Clerk of the City of Bell, California, do hereby certify that the foregoing resolution was duly passed and adopted by the City Council of the City of Bell at a regular meeting held on this 13th day of December 2011 by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk