City Council Agenda

Regular Meeting

Bell City Council

Wednesday, May 2, 2012

5:00 P.M. Closed Session
6:00 p.m. Open Study Session
7:00 P.M. Regular Meeting

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Violeta Alvarez
Vice Mayor

Danny Harber
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell 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.

Statement Regarding Compensation for Members of the Bell City Council

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

CITY OF BELL, CALIFORNIA

MEETING OF THE

BELL CITY COUNCIL/BELL COMMUNITY HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY

May 2, 2012

5:00 P.M. Closed Session
6:00 Open Study Session
7:00 P.M. Regular Meeting

Bell Community Center
6250 Pine Avenue

Call to Order

Roll Call of the City Council in their capacities as Councilmembers/ Members of the Bell Community Housing Authority/ and, Successor Agency to the Bell Community Redevelopment Agency: Harber, Quintana, Valencia, Alvarez, and Saleh

Communications from the Public on Closed Session Items

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

Closed Session

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

   a) PUBLIC EMPLOYMENT pursuant to Government Code Section 54957 (b) (1) Title: Chief Administrative Officer

   b) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association and Bell City Employees Association)

   c) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

   d) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*; LASC BC466436

e) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

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

Reconvene Regular Meeting

Pledge of Allegiance

Presentation by interim Director of Finance on Department Activities and Organization

City Attorney Report

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

Communications from the Public

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

Persons wishing to address the Council/Agencies on the Consent and/or Business Calendars should identify the items they wish to speak on at this time and provide a completed "blue" speaker card to the City Clerk. Request to Speak forms must be submitted prior to the beginning of the public comment period on Agenda Items. Speaker cards shall not be accepted by the City Clerk after the first speaker begins his/her comments.

Speakers will be called to speak by the Mayor/Chair at the appropriate time. Comments are limited to three minutes on all items. When addressing the Council/Agencies, please address the Council through the Mayor/Agency Chair.

State law prohibits the Council and/or its related authorities and agencies from taking action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer for follow up.

Study Item

Study Items are informational presentations and discussion of items that will be placed on a future agenda for action – No action is taken on items listed on the Agenda as study items

Review Draft Purchasing Ordinance

Consent Calendar

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

Recommendation: Approve items No. 2 through No. 5

2. Approval of Minutes of the Special Meetings of the City Council on April 7 and April 13, 2012, and the Regular Meeting of April 18, 2012 **(Council/*Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority***

3. Approval of General Warrants and Community Housing Authority and Successor Agency to the Community Redevelopment Agency Warrants dated May 2, 2012. ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

4. Consideration of a new Professional Services Contract agreement with Rosenow Spevavek Group (RSG), Inc. to provide ongoing technical financial and administrative services ***(Successor Agency to the Bell Community Redevelopment Agency)***

   Recommendation: Approve a new Contract Agreement for Professional Services with RSG for one year from May 1, 2012 to June 30, 2013 with a contract amount not to exceed a maximum of $25,000; and authorize the Interim Chief Administrative Officer to execute the contract service agreement.

5. Preparation of Engineer Reports for City-Wide Assessment Districts

   Recommendation: Direct the City Engineer to prepare the Engineer's Reports for the 1) Landscape and Lighting District and 2) Sanitation/Sewer District

Public Hearing

6. Introduction of ordinance amending the Zoning Code related to Yard Sales ***(Council)***

   Recommendation: Conduct the required public hearing and approve Zoning Code Amendment 2012-01 for introduction and read by Title only:

   <u>ORDINANCE NO. 1186</u> - An Ordinance of the City Council of City of Bell, California, adopting Zoning Code Amendment 2012-01, amending Bell Municipal Code Section 17.16.030, Section 17.20.030 and Section 17.24.030 pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.

Business Calendar

7. Amendment to Agreement with and progress update by MGO, City of Bell Independent Auditors ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

   Recommendation: That the City Council approve an $85,000 increase to the MGO Certified Public Accountants contract for the Fiscal Year 2009/10 Audit.

8. Solid Waste ***(Council)***

   a) Automated Container Proposer Award

   Recommendation:
   1. **Award the contract for the purchase of automated refuse/recycling containers to Rehrig Pacific Company**
   2. **Appropriate $970,595.00 from the Sanitation Fund (Fund 8) for the purchase of the containers**

   b) Solid Waste Recycling Proposal Evaluation

   Recommendation: Appoint two Councilmembers to work with staff to evaluate and recommend a Solid Waste Hauler from those companies which responded to the City's Request for Proposals (RFP)

9. Police Services ***(Council)***

   a) Update on Provision of Police Services to Cudahy
   b) Phase One Study by the Los Angeles County Sheriff's Office on providing police services to the City of Bell (Continued from 4/18/2012)

Mayor and City Council Communications

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

Next Regular Meeting, Wednesday, May 16, 2012

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on April 27, 2012, seventy-two hours prior to the meeting as required by law.

Patricia Healy

Patricia Healy, CMC
Interim City Clerk

Meeting of
Bell City Council / Bell Community Housing Authority/
Successor Agency to Bell Community Redevelopment Agency

May 2, 2012

5:00 P.M. Closed Session
6:00 P.M. Open Study Session
7:00 P.M. Regular Meeting

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MATERIALS FOR THE STUDY ITEM – DRAFT PURCHASING ORDINANCE – WILL BE DELIVERED IN ADVANCE OF THE CITY COUNCIL MEETING

MINUTES

Special Meeting
Bell City Council

Saturday, April 7, 2012

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 8:17 A.M.

Roll call of City Council:

Present: Councilmembers Harber, Quintana, Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)

Absent: None (0)

Also Present: Bobbi Peckham, Executive Search Consultant

Communications From The Public on Closed Session Items

None

Closed Session

The Bell City Council recessed to a closed session pursuant to Government Section 54957 (b) (1) to conduct interviews for the position of Chief Administrative Officer.

PUBLIC EMPLOYMENT
Chief Administrative Officer

Adjournment – 3:48 P.M.

Next Regular Meeting, Wednesday, April 18, 2012 at 6:00 P.M.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 2nd day of May, 2012.

_____
Patricia Healy, Interim City Clerk

_____
Ali Saleh, Mayor

MINUTES

Special Meeting
Bell City Council

Friday, April 13, 2012

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 8:05 A.M.

Roll call of City Council:

Present: Councilmembers Harber, Quintana, Valencia, Vice-Mayor Alvarez, and Mayor Saleh (5)

Absent: None (0)

Also Present: Bobbi Peckham, Executive Search Consultant

Communications From The Public on Closed Session Items

None

Closed Session

The Bell City Council recessed to a closed session pursuant to Government Section 54957 (b) (1) to conduct interviews for the position of Chief Administrative Officer.

PUBLIC EMPLOYMENT
Chief Administrative Officer

At 1:30 P.M. the City Council recessed the Closed Session and reconvened the Meeting at the Bell House located at 4401 Gage Avenue, Bell, California.

Adjournment – 3:00 P.M.

Next Regular Meeting, Wednesday, April 18, 2012 at 6:00 P.M.

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 2nd day of May, 2012.

_____
Patricia Healy, Interim City Clerk

_____
Ali Saleh, Mayor

CITY OF BELL, CALIFORNIA

MINUTES OF THE

BELL CITY COUNCIL/BELL COMMUNITY HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE BELL COMMUNITY REDEVELOPMENT AGENCY

April 18, 2012

6:00 P.M. Closed Session
7:00 P.M. Open Session

Bell Community Center
6250 Pine Avenue

Called to Order by Mayor Saleh at 6:06 P.M.

Roll Call of the City Council in their capacities as Councilmembers/ Members of the Bell Community Housing Authority/ and, Successor Agency to the Bell Community Redevelopment Agency:

Present: Councilmembers Harber and Quintana, Vice-Mayor Alvarez, and Mayor Saleh (4)

Absent: Valencia (1)*

Also Present: Interim Chief Administrative Officer Croce, City Attorney Aleshire, and Acting Deputy Clerk Perez

* Councilmember Valencia arrived at the Closed Session at 6:37 P.M.

Communications from the Public on Closed Session Items

None

The City Attorney announced that two potential litigation matters were brought to the City's attention subsequent to the posting of the Agenda. To consider these items the Council by a 4/5 vote would need to make this finding.

Motion by Vice-Mayor Alvarez, seconded by Councilmember Harber to add two items to Closed Session Item No. 1 d) and e) was approved by the following vote:

Ayes: ***Councilmembers Harber and Quintana, Vice-Mayor Alvarez and Mayor Saleh (4)***
Noes: ***None (0)***

Abstained: ***None (0)***
Absent: ***Valencia (1)***

MOTION UNANIMOUSLY ADOPTED

Closed Session

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

   a.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of Case: *Bell v. Best Best & Krieger*, LASC BC466436

   b.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*

   c.) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (six (6) potential cases)

Reconvene Regular Meeting

Pledge of Allegiance was led by Councilmember Harber

Communications from the Public on Non-Agenda Matters and matters on the Agenda

The following individuals addressed the City Council on non-agenda items and items on the Agenda:

Victor Caballero (Item 7); Ismael Morales (Items 7 and General); Julianna Sanchez (General); Linda Rodriques (Yard Sales); Victor Portillo (Yard Sales); Ricardo Gonzales; Maria Lopez; Nelida Sanchez (General); Maria Arizmendi (General); Maria Uribe (Yard Sales); Jose Moreno (General); Alfred Areyan (Items 7, 9, 10, 12); Richard Espiritu (Items 7, 12 and General); Dale Walker (Item 7); Janice Bass (Item 6); Carmen Bella (General); Irene Muro (General); Diane Oliva (Item 12); Margarita Limon (Items 7, 12); Trina Corado (Items 7, 9, 11, 12); Cesar Zaldivar-Motts (Item 6); Nora Saenz (Items 7, 9); Alejandra Castaneda (Item 7); Sandra Orozco (Items 12 and General); Alma Rico; Susana Lopez (Items 9, 12); Marcos Oliva (Items 7, 12)

Presentation by interim Director of Community Services on Department Activities and Organization

Interim Director of Community Services Debra Kurita presented a report relative to the Community Services Department and noted that the City Council's city-wide goal was to continue and enhance a balanced variety of high quality recreation and related programs for the community, with an emphasis on youth and seniors. Ms. Kurita outlined the responsibilities of the Director and the Divisions within the department. Following this presentation, Council discussion ensued.

City Attorney Report

The City Attorney reported that all closed session items were discussed and that status reports were given on all matters; there was no action taken to report out.

Consent Calendar

2. Approval of Minutes of the Special Meeting of the City Council on March 31, 2012 , and the Regular Meeting of April 4, 2012 **(Council/*Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

3. Approval of General Warrants and Community Housing Authority and Successor Agency to the Community Redevelopment Agency Warrants dated April 18, 2012. ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

4. Proposition C Capital Reserve Projects and Proposition 1B Projects

   RESOLUTION NO. 2012-36 - A Resolution of the City Council of the City of Bell Authorizing the Prop C Capital Projects for Submittal to LACMTA and Related Budget Amendment

   RESOLUTION NO. 2012-37 - A Resolution of the City Council of the City of Bell Authorizing the Prop 1B Funded Capital Projects for Submittal to State Controller and Related Budget Amendments

5. Amended Recognized Obligation Payment Schedule (ROPS)

   RESOLUTION NO. 2012-38 - A Resolution of the City of Bell, Acting as Successor Agency to the Bell Community Redevelopment Agency, Adopting an Amended Recognized Obligation Payment Schedule (ROPS) Covering the Period of January 1, 2012 Through June 30, 2012, Pursuant to Health and Safety Code § 34177 and Transmitting the ROPS to the Necessary Agencies.

Motion by Councilmember Harber, seconded by Councilmember Quintana to approve consent calendar items Nos. 2 through 5 was approved by the following vote:

Ayes:	***Councilmembers Harber, Quintana and Valencia, Vice-Mayor Alvarez and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

Business Calendar

6. City of Bell Technology Center Program

Motion by Vice-Mayor Alvarez, seconded by Councilmember Valencia to:

(1) Approve an appropriation adjustment recognizing $43,200 of the revenues of a $200,000 grant from the U.S. Department of Education and allocating the funds to the Technology Center Program in FY 2011-12 with the balance to be budgeted in FY 2012-13 and FY 2013-14.

(2) Approve a Memorandum of Understanding between the City of Bell, the Southeast Community Development Corporation, and the Youth Policy Institute establishing a partnership for the purpose of introducing and improving the computer skills of youth in the community.

(3) Adopt Resolution No. 2012-35

RESOLUTION NO. 2012-35 – A Resolution of the City Council of the City of Bell establishing the City property located at 4357 East Gage Avenue as the City of Bell Technology Center

was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana and Valencia, Vice-Mayor Alvarez and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

7. Dial A Ride Public Transportation Request for Proposals

Motion by Councilmember Quintana, seconded by Vice-Mayor Alvarez to reject all bids received for the Dial-A-Ride Transportation Services and authorize the Chief Administrative Officer to negotiate an agreement with the Oldtimers Foundation for blend of para-transit and taxi based Dial-A-Ride Services for an amount that does not exceed $384,000, was adopted by the following vote:

Ayes:	***Councilmembers Harber and Valencia, Vice-Mayor Alvarez and Mayor Saleh (4)***
Noes:	***None (0)***
Abstained:	***Quintana (1)***
Absent:	***None (0)***

MOTION ADOPTED

8. Job Descriptions for City Department Head Positions

Motion by Councilmember Quintana, seconded by Councilmember Harber to approve job classification descriptions for the positions of Community Services Director, Community Development Director, Finance Director and Chief of Police, was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana and Valencia, Vice-Mayor Alvarez and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

9. City of Bell Logo Design

Motion by Councilmember Quintana, seconded by Councilmember Harber to table this item was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana and Valencia, Vice-Mayor Alvarez and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

10. New City of Bell Website

Motion by Vice-Mayor Alvarez, seconded by Councilmember Valencia to approve a contract service agreement for website design development services with Vision Internet Providers, Inc. for a three-year period not to exceed $23,442.50 of which $17,860 would reflect the cost for website design development, and $5,582.50 for annual maintenance and website hosting, was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana and Valencia, Vice-Mayor Alvarez and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

11. Consideration of Urgency Ordinance imposing a temporary moratorium on Medical Marijuana Dispensaries and temporary restrictions on cultivation of marijuana

URGENCY ORDINANCE NO. 1185 – An Interim Urgency Ordinance of the City Council of the City of Bell, California, Imposing a Temporary Moratorium on the Establishment of Medical Marijuana Dispensaries, and Imposing Temporary Restrictions on Cultivation of Medical Marijuana

Motion by Vice-Mayor Alvarez, seconded by Councilmember Valencia to adopt Urgency Ordinance No 1185 was adopted by the following vote:

Ayes:	***Councilmembers Harber, Quintana and Valencia, Vice-Mayor Alvarez and Mayor Saleh (5)***
Noes:	***None (0)***
Abstained:	***None (0)***
Absent:	***None (0)***

MOTION UNANIMOUSLY ADOPTED

12. Phase One Study by the Los Angeles County Sheriff's Office of providing police services to the City of Bell

Matter continued to the Regular Council Meeting of May 2, 2012 by unanimous consent

Adjournment – 10:26 P.M.

Next Regular Meeting, Wednesday, May 2, 2012

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on May 2, 2012.

_____
Patricia Healy, CMC
Interim City Clerk

_____
Ali Saleh, Mayor

General

Warrants for

May 2, 2012

10-A

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49675	04/18/12	120501	ANANCA LARIOS-PETTY CASH REIMB PETTY CASH REIMB-CITY HALL	668.75
49676	04/18/12	120501	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-COMMUNITY CTR	111.52
49677	04/25/12	120501	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 4/27/12	316,782.63
49678	04/25/12	120501	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6445-70	10,731.22
49679	04/25/12	120501	WRIGHT EXPRESS FSC GAS CONSUMPTION-2/28-3/29/12 BELL P.D.	9,417.08
49680	04/25/12	120501	VOID VOID-TEST PRINT	0.00
49681	04/25/12	120501	VOID VOID-TEST PRINT	0.00
49682	04/25/12	120501	AT&T TELEPHONE BILLING-3/2-5/1/12 6330 PINE AVE-CITY HALL TELEPHONE BILLING-3/2-4/1/12 MTA CONNECTION/SVCS @BELL P.D. TELEPHONE BILLING-3/2-4/1/12 MTA CONNECTION/SVCS @CITY HALL TELEPHONE BILLING-4/7-5/6/12 BELL P.D.	4,021.09
49683	04/25/12	120501	AT&T-LONG DISTANCE TELEPHONE BILLING-3/5-4/3/12 LONG DISTANCE-VARIOUS ACCOUNTS	19.95
49684	04/25/12	120501	DELTA DENTAL SERVICE DENTAL INS ADM FEE-MAR'12 DENTAL INS CLAIMS-MAR'12	7,915.72
49685	04/25/12	120501	THE GAS COMPANY GAS BILLING-3/14-4/12/12 4357 GAGE AVE-SKB PARK	48.15
49686	04/25/12	120501	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/15-4/13 6510 CLARKSON AVE ELECTRICAL BILLING-3/15-4/13 6800 OTIS TC1 ELECTRICAL BILLING-3/1-4/1/12 VARIOUS ACCOUNTS ELECTRICAL BILLING-3/6-4/4/12 6590 WILCOX PED ELECTRICAL BILLING-3/20-4/18	3,838.40

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4357 GAGE AVE-SKB PARK ELECTRICAL BILLING-3/16-4/16 6901 1/2 RIVER DR ELECTRICAL BILLING-3/12-4/10 6707 BEAR AVE-LB PK	
49687	04/25/12	120501	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-3/23-4/22/12 BELL P.D.	3,844.25
49688	04/25/12	120501	VISION SERVICE PLAN (CA) VISION INS CLAIMS-MAR'12	745.43
49689	04/30/12	120502	VOID VOID-TEST PRINT	0.00
49690	04/30/12	120502	VOID VOID-TEST PRINT	0.00
49691	04/30/12	120502	ALESHIRE & WYNDER, LLP LEGAL SERVICES-VARIOUS MATTERS	80,601.19
49692	04/30/12	120502	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-MAR'12	12,584.54
49693	04/30/12	120502	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD	6,061.02
49694	04/30/12	120502	GUADALUPE ANGELO REFUND-PLUMBING PERMIT #45823	63.15
49695	04/30/12	120502	JOSE D. ARREOLA REFUND-BASEBALL	50.00
49696	04/30/12	120502	AVERY ASSOCIATES LABOR REALTIONS SVCS-MAR'10	901.29
49697	04/30/12	120502	MAURICIO BARBA REPAIR/REPLACE P.D. COUNTER	785.00
49698	04/30/12	120502	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-4/16-30/12	6,500.00
49699	04/30/12	120502	BELL SERVICE CENTER VARIOUS REPAIRS-UNIT #307 REPLACE SHOCK ABSORBERS LUBE/OIL/FILTER	373.04
49700	04/30/12	120502	MARIANO CANTORAN REIMB-PROP TAX BILL FY 11/12 SANITATION SEWER-6705 RIVER DR	180.08
49701	04/30/12	120502	COMMAND STRATEGIES CONSULTING POLICE DEPARTMENT LITERATURE	407.88

10-C

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49702	04/30/12	120502	COMSERCO, INC. MAINTENANCE BILLING-4/1-30/12	1,071.00
49703	04/30/12	120502	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-MAR'12	96,389.66
49704	04/30/12	120502	CVC LEGAL SOLUTIONS PHOTOCOPY EXPENSE-M. STARK PHOTOCOPY EXPENSE-S. SEELIG PHOTOCOPY EXPENSE-R. DIAZ PHOTOCOPY EXPENSE-S. SEELIG PHOTOCOPY EXPENSE-M. GRAY PHOTOCOPY EXPENSE-J. ENDARA PHOTOCOPY EXPENSE-R. DIAZ PHOTOCOPY EXPENSE-M. CHAVEZ PHOTOCOPY EXPENSE-M. STARK PHOTOCOPY EXPENSE-S. CAMACHO PHOTOCOPY EXPENSE-C. HANNON	1,367.40
49705	04/30/12	120502	D HAUPTMAN//FOLD-A-GOAL SOCCER SUPPLIES	367.50
49706	04/30/12	120502	DATASTREAM BUSINESS SOLUTIONS, HP9000 PROGRAMMING-MAR'12 BUSINESS LICENSE/PAYROLL	902.50
49707	04/30/12	120502	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-MAR'12	4,512.59
49708	04/30/12	120502	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-FEB'12	64.00
49709	04/30/12	120502	DEPARTMENT OF MOTOR VEHICLES VEHICLE CODE BOOKS	71.28
49710	04/30/12	120502	DUNN-EDWARDS CORP. PAINT SUPPLIES PAINT SUPPLIES-HANDYMAN PRGRM 4916 BROMPTON AVE	132.76
49711	04/30/12	120502	YANIRA ESPINOZA REFUND-BASEBALL	50.00
49712	04/30/12	120502	NORDIS PARENTE BUSINESS CARDS-B. MCCULLAH	70.69
49713	04/30/12	120502	FEDERAL EXPRESS DELIVERY SVCS-A. GUTIERREZ	56.55
49714	04/30/12	120502	GAINFUL, INC. JOB ANALYSIS REPORT-J. ORTIZ	600.00
49715	04/30/12	120502	GALLS SAFETY VEST-S. FINKELSTEIN	380.35

10-D

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49716	04/30/12	120502	HANNA, BROPHY, MACLEAN, LEGAL BILLING-8/02-10/17/11 D. TAVERNELLI LEGAL BILLING-10/14-11/28/11 M. CHAVEZ LEGAL BILLING-10/14 & 11/14/11 S. SEELIG LEGAL BILLING-10/25 & 12/8/11 M. STARK LEGAL BILLING-10/25 & 12/8/11 R. DIAZ LEGAL BILLING-11/27-1/13/12 B. PARSLEY LEGAL BILLING-11/14-1/13/12 D. REED LEGAL BILLING-11/27-1/21/12 D. TAVERNELLI LEGAL BILLING-11/28-1/29/12 C. HANNON LEGAL BILLING-11/28-1/20/12 S. CAMACHO LEGAL BILLING-11/9-1/20/12 J. ENDARA LEGAL BILLING-2/20-2/21/12 R. ADAMS LEGAL BILLING-12/8-2/5/12 M. CHAVEZ LEGAL BILLING-12/8-2/11/12 S. SEELIG	8,175.00
49717	04/30/12	120502	HANNA, BROPHY, MACLEAN, LEGAL BILLING-11/28-1/13/12 F. ESPEJO	765.00
49718	04/30/12	120502	NARCISO HERNANDEZ REFUND-SOCCER REFUND-BASEBALL	170.00
49719	04/30/12	120502	INTEGRATED OFFICE TECHNOLOGY COPIER MAINT-CITY HALL 4TH QTR 4/16-7/16/12 COPIER MAINT-CITY HALL 1/16-4/16/12	1,085.71
49720	04/30/12	120502	INTELESYS COMMUNICATIONS TELEPHONE MAINT/REPAIR-C. HALL TELEPHONE MAINT/REPAIR-VETS PK C. HALL	2,002.00
49721	04/30/12	120502	INTERWEST CONSULTING GROUP INC ENGINEERING SVCS-12/14-2/29	6,330.00
49722	04/30/12	120502	J. BERRY COMPANY, INC. A.C./MAINT & REPAIR-C. HALL	469.09

10-E

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49723	04/30/12	120502	JB CONSTRUCTION VARIOUS IMPVMNTS-HOUSING REHAB 6807 RIVER DR-FRANCISCO TOPETE	14,875.00
49724	04/30/12	120502	JCD & ASSOCIATES PROF SVCS-2/15 & 3/2 BELL PD	1,316.60
49725	04/30/12	120502	JUST TIRES TIRES-BELL P.D. TIRES-BELL P.D.	715.36
49726	04/30/12	120502	KELDON PAPER COMPANY PAPER-C.HALL	520.69
49727	04/30/12	120502	LARES AND SON CONSTRUCTION CONST SVCS-4916 BROMPTON AVE	14,875.00
49728	04/30/12	120502	LD PRODUCTS INC. INK CARTRIDGES-BELL P.D. INK CARTRIDGES-BELL P.D. INK CARTRIDGES-BELL P.D.	342.92
49729	04/30/12	120502	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 5162 FLORENCE AVE #15-J.R. LEAD/ASBESTOS TESTING 5246 FLORENCE AVE #118	400.00
49730	04/30/12	120502	LOS ANGELES COUNTY MTA TAP BUS SALES-OCT'11 TAP BUS SALES-JAN'12 TAP BUS SALES-FEB'12	21,999.80
49731	04/30/12	120502	MEDINA CONSTRUCTION LANDSCAPE MAINT-4/17/12 5162 FLORENCE AVE #38	7,148.00
49732	04/30/12	120502	MENDOZA CONTRACTING VARIOUS REPAIRS-HOUSING REHAB 4916 BROMPTON AVE-Z.DIAZ	2,285.00
49733	04/30/12	120502	JOAQUIN MORALES LIABILITY CLAIM-PD LOSS	7,180.03
49734	04/30/12	120502	OFSI FAX LEASE-4/1-30/12 PYMT #10	56.73
49735	04/30/12	120502	OCE IMAGISTICS INC. COPIER STAPLES-BELL P.D. COPIER MAINT/SUPPLIES-BELL PD 3/1-31/12	148.40
49736	04/30/12	120502	ANNETTE PERETZ MEDICAL REIMB-DEC'11-MAR'12	2,590.56

10-F

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49737	04/30/12	120502	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C. CTR	38.43
49738	04/30/12	120502	PRIORITY MAILING SYSTEMS LLC POSTAGE SUPPLIES	355.55
49739	04/30/12	120502	QUICK DISPENSE MISC SUPPLIES-BELL P. D. MISC SUPPLIES-C. HALL	386.14
49740	04/30/12	120502	QUILL CORPORATION OFFICE SUPPLIES-BELL P. D.	70.67
49741	04/30/12	120502	ANA MARIA QUINTANA EXPENSE REIMBURSEMENT-3/30/12 MILEAGE/MEAL	60.01
49742	04/30/12	120502	GENARO RAMOS REFUND-SOCCER	50.00
49743	04/30/12	120502	RELIA-TECH LENOVO THINKPAD/MS OFFICE 2010 BELL P. D. SERVICE CALL-BELL P. D. SERVICE CALL-BELL P. D. SERVOCE CALL-BELL P. D. WIDESCREEN LCD-RECEPTION COMPUTER MAINT-MAY'12 CABLE/ADAPTER-BELL P. D.	4,862.40
49744	04/30/12	120502	MARIA RIVAS REFUND-HALL DEPOSIT	300.00
49745	04/30/12	120502	ROSE CLEANERS & LAUNDRY BLANKET/TOWEL CLEANING SVCS BELL P. D. -MAR'12	124.00
49746	04/30/12	120502	RSCC ENGINEERING, INC ENGINEERING SVCS-12/20-1/10/12 VARIOUS PROJECTS	2,968.78
49747	04/30/12	120502	SAVAS SIGNWORKS 2 SIGNS-CODE	39.15
49748	04/30/12	120502	STANLEY PEST CONTROL CO PEST CONTROL-03/12 3700 GAGE AVE PEST CONTROL-03/12 6707 BEAR AVE PEST CONTROL-02/12 6326-6330 PINE AVE PEST CONTROL-03/12 6250 PINE AVE PEST CONTROL-03/12	434.00

10-G

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6326-6330 PINE AVE PEST CONTROL-03/12 4357 GAGE AVE PEST CONTROL-03/12 6500 WILCOX AVE PEST CONTROL-03/12 5320 GAGE AVE PEST CONTROL-03/12 7100 WALKER AVE PEST CONTROL-03/12 4400 GAGE AVE PEST CONTROL-02/12 4874 GAGE AVE	
49749	04/30/12	120502	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-MAY'12 C.H.	391.50
49750	04/30/12	120502	TRANSTECH ENGINEERS, INC PLAN CHECK SVCS- PC #45815	108.30
49751	04/30/12	120502	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-APR'12	30.00
49752	04/30/12	120502	UNIFIED TRANSLATION SERVICES INTERPRETING SVCS-3/21&4/4/12 INTERPRETING SVCS-4/18/12	900.00
49753	04/30/12	120502	UNITED SITE SERVICES FENCE RENTAL-2/29-3/27/12 RSAP FENCE RENTAL-3/28-4/24/12 RSAP	714.36
49754	04/30/12	120502	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-3/16-31/12 VARIOUS LOCATIONS	8,610.00
49755	04/30/12	120502	NAGY YASSA REFUND-SOLID WASTE ASSESSMENT FY 11-12/4910 BELL AVE	1,155.47
49756	04/30/12	120502	PAULINA ZARATE REFUND-TREDER PARK PAVILION	80.00
TOTAL	82 CHECKS			687,817.31
W0000679	04/18/12	120503	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 4/13/12	10,030.93
W0000680	04/18/12	120503	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-4/13/12-NORMAL PAY	58,669.63

10-H

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL		2 WIRES		68,700.56
TOTAL				756,517.87

10-I

CRA-
Community Redevelopment Agency

Warrants for

May 2, 2012

10-J

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5487	04/30/12	120512	VOID VOID-TEST PRINT	0.00
5488	04/30/12	120512	VOID VOID-TEST PRINT	0.00
5489	04/30/12	120512	ROSENOW SPEVACEK GROUP PROF SVCS-SUCCESSOR TRANSITION	5,493.75
TOTAL	3 CHECKS			5,493.75

10-K

BCHA - Bell Community Housing Authority

Warrants for

May 2, 2012

10-L

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1835	04/25/12	120521	VOID VOID-TEST PRINT	0.00
1836	04/25/12	120521	VOID VOID-TEST PRINT	0.00
1837	04/25/12	120521	VOID VOID-TEST PRINT	0.00
1838	04/25/12	120521	THE GAS COMPANY GAS BILLING-3/14-4/12/12 4209 BELL AVE-BCHA GAS BILLING-3/14-4/12/12 6633 PINE AVE/LAUNDRY-BCHA	26.18
1839	04/25/12	120521	GOLDEN STATE WATER COMPANY WATER BILLING-2/21-3/21/12 4207 BELL AVE-BCHA WATER BILLING-2/21-3/21/12 6633 PINE AVE/LAUNDRY-BCHA WATER BILLING-2/21-3/21/12 4416 GAGE AVE-BCHA WATER BILLING-2/21-3/21/12 6712-18 OTIS AVE-BCHA	226.54
1840	04/25/12	120521	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/21-4/19 6304 KING AVE-BCHA ELECTRICAL BILLING-3/15-4/13 6714 OTIS AVE-BCHA ELECTRICAL BILLING-3/15-4/13 6624 FLORA AVE APT I-BCHA ELECTRICAL BILLING-2/28-3/28 6419 PROSPECT AVE-BCHA	22.78
1841	04/25/12	120521	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-3/15-4/13 6633 PINE AVE HM-BCHA	42.14
1842	04/25/12	120531	AT&T TELEPHONE BILLING-3/4-4/3/12 FVMHP TELEPHONE BILLING-3/4-4/3/12 BMHP	302.98
1843	04/25/12	120531	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-APR'12 4874 GAGE AVE-BMHP WASTE RECYCLING SVCS-APR'12 5162 FLORENCE AVE-FVMHP WASTE/RECYCLING SVCS-APR'12 5246 FLORENCE AVE-FVMHP	5,971.38
1844	04/25/12	120531	THE GAS COMPANY	2,329.66

10-M

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			GAS BILLING-3/14-4/13/12 5246 FLORENCE AVE-FVMHP GAS BILLING-3/14-4/13/12 5162 FLORENCE AVE-FVMHP GAS BILLING-3/12-4/11/12 4874 GAGE AVE-BMHP GAS BILLING-3/14-4/12/12 6503 WILCOX AVE-BMHP	
1845	04/30/12	120522	VOID VOID-TEST PRINT	0.00
1846	04/30/12	120522	VOID VOID-TEST PRINT	0.00
1847	04/30/12	120522	JAVIER CASTILLO GARDENING SVCS-MAR'12 VARIOUS LOCATIONS-BCHA	1,060.00
1848	04/30/12	120532	FIRST CHOICE MISC SUPPLIES-FVMHP MISC SUPPLIES-FVMHP MISC SUPPLIES-BMHP	353.87
1849	04/30/12	120532	BETSY GARCIA MANAGEMENT SVCS-APR'12 BMHP	585.00
1850	04/30/12	120532	JAIME MORA LEPE JANITORIAL SVCS-APR'12 BMHP	1,000.00
1851	04/30/12	120532	MEDINA CONSTRUCTION LANDSCAPE MAINT-3/12/12 FVMHP	152.03
1852	04/30/12	120532	METERMAN SERVICES, INC METER READING-APR'12 BMHP METER READING-APR'12 FVMHP	1,349.92
1853	04/30/12	120532	CHRISTINA PENA PETTY CASH REIMB-BCHA	165.25
1854	04/30/12	120532	PETERSEN POOL & SPA POOL MAINT/SUPPLIES-APR'12 5162 FLORENCE AVE-FVMHP	395.00
TOTAL	20 CHECKS			13,982.73

10-N

City of Bell
Agenda Report

DATE: May 2, 2012

TO: Chairman and Members of Successor Agency to the Dissolved Bell Community Redevelopment Agency

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: Arne Croce by [illegible]
Arne Croce, Interim City Manager

SUBJECT: Consideration of approving a new professional services contract agreement with Rosenow Spevavek Group (RSG), Inc., to provide ongoing technical, financial and administrative services to enable staff to respond to the requirements of AB1x26 for the dissolution of Bell Community Redevelopment Agency, economic development, affordable housing, and other governmental service support, for a one year contract service with a contract amount not to exceed $25,000.

RECOMMENDATION:

Approve a new Contract Agreement for Professional Services with RSG for one year from May 1, 2012 to June 30, 2013 and with a contract amount not to exceed a maximum of $25,000; and authorize the Interim City Manager to execute the contract service agreement

DISCUSSION/BACKGROUND:

In the past, RSG has provided the City with a variety of redevelopment services such as completion of the 5-year Implementation Plan for the Bell Community Redevelopment Agency (BCRA), reviewing the Low and Moderate Income Housing Funds, calculating the Pass-Through Payments to taxing entities in 2010, and a variety of services as part of the dissolution of the BCRA.

The existing contract between the City and RSG was approved by the City Council on January 25, 2012, for one year to expire on January 25, 2013 and the approved contract amount was $25,000. With the dissolution of the BCRA as a result of California Supreme Court decision in *CRA v. Matosantos*, which upheld AB1x26 and invalidated AB1x27, the City must "wind down" the BCRA functions and assets under the guidance of an "Oversight Committee." As a result, RSG's role has expanded significantly, which included creating the Redevelopment Obligation Retirement Fund, preliminary assistance with the Oversight Committee formation process, completing the Recognized Obligation Payment Schedules (ROPS), attending meetings with Los Angeles County, and providing legislative and policy updates as it pertained to the dissolution the BCRA. The approved budget of $25,000 will be expended in May, 2012.

Moving forward, the City of Bell must continue to adhere to the requirements outlined in ABx1 26 and there is a need to continue to use RSG professional services to assist the City in the continuation of the "winding down" business. Some of the specific requirements include organizing and conducting Oversight Board meetings, submitting supporting documents and reports to the County of Los Angeles and State Departments of Finance and Auditor/Controller, and continuing the functions and duties to dissolve the BCRA. Given the transitionary nature of many City staff members over the coming months, RSG would also be uniquely positioned to

assist current and future staff with matters pertaining to ongoing economic development, real estate evaluation, affordable housing, and strategic planning services.

RSG will provide the City with technical, financial and administrative assistance charged by time and materials bases according to the fee schedule as stated in the attached memo dated April 11, 2012. The specific assignments may include but are not limited to the following:

- Financial Planning and Redevelopment Transition Services
- Organization and attendance of Oversight Board meetings
- Meeting coordination with County and State agencies
- Monitoring of legal requirements
- Financial analysis and administration
- Affordable housing analysis, evaluation and monitoring
- Real estate and economic development services
- Strategic planning and organizational effectiveness

Staff recommends the City Council approves a new professional Service Agreement with RSG, Inc., for one-year contract from May 15, 2012 to June 30, 2013 and a contract amount of not to exceed $25,000. The budget amount will be funded under Successor Agency Administrative budget - Operations and Professional Services.

ATTACHMENTS

RSG memo dated April 17, 2012
Professional Service Agreement Contract 5-2-12

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

Rosenow Spevacek Group, Inc.

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

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this ___day of _____, 2012 by and between the City of Bell, a municipal corporation ("City") and Rosenow Spevacek Group, Inc., ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has procured the performance of the services defined and described particularly in Section 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

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

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

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents,

plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

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

1.8 Prevailing Wages.

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

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

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

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Five Thousand Dollars ($25,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

Felise Acosta	Principal/Vice President
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may

not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

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

[to be initialed] _____
Agent Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in

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

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five-Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements

between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

_____
Chief Administrative Officer

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
David Aleshire, City Attorney

CONTRACTOR:

Rosenow Spevacek Group, Inc

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

By:_____
Name: Jim Simon
Title: Secretary

Address: RSG, Inc
309 W. 4th Street
Santa Ana, CA 92701

Two signatures are required if a corporation.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

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

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

WITNESS my hand and official seal.

Signature: _____

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Ongoing Redevelopment Dissolution

1. Revise financial projections as needed for Agency to assess dollars available to City and Successor Agency.

2. Continue to work with staff on Successor Agency administrative budgets

3. Continue to work with staff to update Recognized Obligation Payment Schedules

4. Assist staff with data and document requests, meetings, and coordination with outside firm conducting the Agreed Upon Procedures audit conducted by County Auditor Controller.

5. Work with Finance Department to compute unencumbered balances for transfer to County Auditor Controller.

6. Assist staff with correspondences and attend meetings with County, State, and individual Oversight Board members.

7. Work with City staff to coordinate and prepare materials for Oversight Board meetings.

8. Attend Oversight Board meetings as directed.

B. Economic Development & Real Estate

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

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

C. Strategic Planning

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

D. Successor Housing Agency Transition

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

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

A. 2012 / 2013 Successor Agency Operational Budget.

B. Successor Agency Administrative Budget.

C. Recognized Obligation Payment Schedule.

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

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

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

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

A. Felise Acosta

B. Matt McCleary

C. RSG Staff as assigned

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

EXHIBIT "C"
COMPENSATION

I. Contractor shall perform the following tasks:

		RATES	TIME	SUB-BUDGET
A.	**Task A**	**Per Exhibit C-1**	**Not to exceed 100 hours**	**$15,000**
B.	**Task B**	**Per Exhibit C-1**	**Not to exceed 15 hours**	**$2,500**
C.	**Task C**	**Per Exhibit C-1**	**Not to exceed 15 hours**	**$2,500**
D.	**Task D**	**Per Exhibit C-1**	**Not to exceed 35 hours**	**$5,000**

II.

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

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

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

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

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

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

V. The total compensation for the Services shall not exceed $25,000, as provided in Section 2.1 of this Agreement.

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

VII.

Exhibit "C-1"
CONSULTANT BILLING RATES

Principal/Director	**$ 195**
Senior Associate	**$ 160**
Associate	**$ 140**
Senior Analyst	**$ 110**
Analyst	**$ 100**
Research Assistant	**$ 90**
Technician	**$ 70**
Clerical	**$ 60**

Reimbursable Expenses	**Cost plus 10%**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

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

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

A. 2012 /2013 Successor Agency Operational Budget by June 30, 2012

B. Successor Agency Administrative Budget by June 30, 2012.

C. Recognized Obligation Payment Schedule by June 30, 2012

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

City of Bell
Agenda Report

DATE: May 2, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: _____
Arne Croce, Interim City Manager

SUBJECT: Preparation of Engineer's Report for City-wide Assessment Districts

RECOMMENDATION:

Direct the City Engineer to prepare engineer's reports for the following City-wide Assessment Districts:

1. Landscape and Lighting District
2. Sanitation/Sewer District

DISCUSSION:

The City currently has 4 districts as follows:

1. Landscape and Lighting District
2. Sanitation/Sewer District
3. Garbage/Refuse
4. Waste Management (Recycling)

Each year the City is required to prepare an Engineer's Report that develops a budget for each the district and establishes an assessment rate for all properties within the District. The first step in this process is for the City Council to direct Staff to prepare the Engineer's Report. At a subsequent meeting the City Council will be asked to adopt the Engineer's Report and publish a notice of intent to set the assessments. Finally, a public hearing will be held on the proposed assessments. This hearing will be scheduled for July 18, 2012 to provide time to deliver the assessments to Los Angeles County for inclusion on the 2012-13 tax bills.

Because the City is in the process of awarding a franchise agreement for solid waste and recycling, which will include direct billing to residents and businesses instead of an assessment on property taxes, the Garbage/Refuse and Waste Management Districts will not be renewed and thus no Engineer's Report is necessary.

FISCAL IMPACT:

The cost associated with the preparation of the report is estimated not to exceed $4,000 for each report for a total expenditure of $8,000. The cost will be paid for by the respective districts. Last year's cost were $5,000 per report.

City of Bell
Agenda Report

DATE: May 2, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: _____
BY Arne Croce, Interim City Manager

SUBJECT: Consideration of Zoning Code Amendment 2012-0l – A request to amend the Bell Municipal Code Section 17.16.030, Section 17.20.030 and Section 17.24.030 pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.

RECOMMENDATION:

Conduct the required public hearing approve Zoning Code Amendment 2012-01 and introduce and read by Title only:

> **An Ordinance of the City Council of City of Bell, California, adopting Zoning Code Amendment 2012-01, amending Bell Municipal Code Section 17.16.030, Section 17.20.030 and Section 17.24.030 pertaining to the regulations of yard sales in the R-1, R-2 and R-3 Residential Zoning Districts.**

BACKGROUND:

On March 21, 2012, the City Council considered regulatory practices for yard sales, which was to allow up to 4 permits for calendar year. It was determined by the City Council to follow the existing code on yard sales, which is one yard sale per six-month period, approximately 2 permits per calendar year. On April 4, 2012, a member of City Council requested the Council again to consider a change to the code allowing additional number of yard sales. The City Council at a 4 to 1 vote directed staff to bring back a zoning code amendment to allow up to 4 yard sales per calendar year. Attached for the City Council reference is the Exhibit "B" March 21, 2012 staff report.

ANALYSIS AND DISCUSSION:

A. Proposed Changes on Yard Sales Regulations [Municipal Code Sections 17.16.030E (dealing with R1 zone), 17.20.030E (dealing with R2 zone), 17.24.030E (dealing with R3 zone)]:

Current regulations allow one yard sale per six-month period. This is equivalent to two yard sales permit a calendar year for a property. The fee for the yard sale permit is currently $10 per permit. As directed by the City Council, the proposed change is to allow one yard sale per three-month period, which is equivalent to four yard sales permits a calendar year for a

AGENDA ITEM NO. 42

property. Staff took this opportunity to review the yard sale regulations and has determined that the provisions could use clarification, simplification or addition so the public may have a better understanding of the regulations and so that staff can better implement same. Exhibit "A" shows the changes to the regulations and they are summarized in the following list:

- Modify to allow one yard sale per three-month period
- Add language that applicant must apply for a yard sale permit a minimum of 3 days prior to the proposed weekend day yard sale. Clarify no rain check for the yard sale approval date
- Add language that the property owner must sign on the application form
- Clarify location of sale
- Simplify the language on hours of yard sale period
- Add language that violation of any provisions of the yard sale ordinances shall be sufficient cause for revoking permit and the yard sale must cease immediately
- Add language to require the clean-up and removal of debris or trash on the property and the immediate area around the property at the end of the day after a yard sale

B. Implementation of the New Regulations.

The approval of the zoning code amendment requires a first reading of the ordinance follow by a second reading at the next City Council meeting, which is on May 16, 2012. The Ordinance will take effect 30 days from May 16, 2012. The effective date is June 16, 2012.

After the effective date, staff will implement the new yard sale regulations. An applicant who has a yard sale permit issued before May 16, 2012 could apply for another yard sale permit 3 months after the last yard sale permit issued to the same applicant. For example if an applicant has a yard sale permit issued on February 1, 2012, he/she could request another yard sale permit after June 16, 2012. The $10 permit fee will be required for each yard sale permit.

Staff will modify the existing application form and information flyer to be reflective of the changes by the effective date of the new regulations. The application form and information flyer will be available in Spanish version too.

ENVIRONMENTAL REVIEW

The proposed zoning code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) because the activity is governed by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. In this case the proposed zoning code amendment will not have a significant effect on the physical environmental.

PUBLIC HEARING

The proposed zoning code amendment has been advertised as a public hearing. The public hearing notice was published on April 20, 2012 in the Long Beach Press Telegram, a regional newspaper circulated for the southeast area, and at an one-eight page display size in compliance with Governmental Code Section 65091 (a) (4). Further the public hearing notice has been posted on April 20, 2012 at the City Hall, the Community Center and the Library.

FISCAL AND RESOURCE IMPACT TO THE CITY

The $10 fee does not pay for the staff time for processing the yard sale permit and the inspection by the Code Compliance Officer.

ATTACHMENTS:

1. Exhibit "A" – Proposed Changes to Yard Sales regulations
2. Exhibit "B" – March 21, 2012 staff report
3. Proposed Ordinance

ORDINANCE NO. 1186

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, ADOPTING ZONING CODE AMENDMENT NO. 2012-01 AMENDING BELL MUNICIPAL CODE SECTION 17.16.030, SECTION 17.20.030 AND SECTION 17.24.030 PERTAINING TO THE REGULATIONS OF YARD SALES IN THE R-1, R-2 AND R-3 RESIDENTIAL ZONING DISTRICTS

WHEREAS, on April 4, 2012, the city Council authorized the initiation of a code amendment to change the regulations pertaining to yard sales in the residential zoning districts Chapter 17.16, 17.20 and 17.24 of the City's Municipal Code; and

WHEREAS, on April 20, 2012, a notice of public hearing on the proposed amendment to Sections 17.16.030, 17.20.030 and 17.24.030 of the Municipal Code was published in the Long Beach Press Telegram, a regional newspaper circulated in the southeast area, and in a one-eighth page display advertisement in compliance with Government Code Section 65091 (a) (4); and

WHEREAS, on May 2, 2012, the City Council of the City of Bell has conducted a duly noticed public hearing, at which time staff presented the proposed language changes to amend Sections 17.16.030, 17.20.030 and 17.24.030 that increase the number of yard sale permit to one per three-month period and various changes to the language of the regulations for simplification and clarification. All interested parties were given an opportunity to be heard and presented evidence; and

WHEREAS, Pursuant to the provisions of the California Environmental Quality Act Section 15061 (b) (3), the city determined that the proposed zoning code amendment is exempt as there is no substantial evidence that it would result in a significant adverse effect on the physical environment.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF BELL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Bell finds that the above recitals are true and correct and are incorporated herein by reference as if set forth in full.

SECTION 2. Section 17.16.030E, Section 17.20.030E and Section 17.24.030E are hereby amended to read as follows (strikeout text for language removed and **bold and underlined** text for new language):

E. Restrictions and Permit Requirements for Garage and Yard Sales.

1. **For purposes of this subsection, a yard or garage sale ("sale") is defined as a yard, garage, carport, patio, open space or similar type sale held for the purpose of disposing of personal property.** No person shall **have a** ~~sell or offer to sell personal property at a garage or yard Sale ("sale")~~ on any **property, including multiunit properties or apartment buildings** ~~or lot~~ zoned **under this section** ~~lot ("lot")~~, unless and until such person has obtained a yard sale permit ("permit") from

the city department of community **development.** ~~services.~~ No such permit shall be issued unless:

a. **The applicant has filed an application for a permit with the City's department of community development a minimum of 3 days prior to the proposed sale day(s) and currently with the filing of the application,** ~~T~~the applicant has paid, **the** ~~contemporaneously with the filing of an application for a permit in a form prepared by the CAO, filing and~~ processing fee in an amount set by resolution of the city council; and

b. The applicant has filed an affidavit stating that all of the personal property to be sold at the sale is owned by the applicant or by members of his or her family, which personal property has not been acquired by, or consigned to the applicant for purposes of resale; **and**

c. The applicant, if he/she is not the property owner, has obtained and provides written permission from the property owner or the property manager if the /property has multiple units to conduct a sale.

2. If for any reason, a permit is issued after the commencement of the sale, a penalty fee in an amount established by city council resolution shall be assessed and paid by the applicant.
3. Only one permit shall be issued authorizing a sale on a**ny property, including properties with multiple units,** ~~lot to the same applicant~~ for sale at the same location in any consecutive ~~six month~~ **three-month** period.
4. A permit shall only be **issued and be** valid for **Saturday or Sunday or Saturday and Sunday** ~~two consecutive weekend days~~ as designated on the face of the permit**. If for any reason the sale does not take place on the day(s) permit is issued for, including due to natural events such as rain, the applicant cannot use the permit for another day.**
5. Personal property offered for sale shall not be displayed **within the public right-of-way.** ~~on any way part of the lot, to which the permit relates, after~~ **The hours of yard sales may be between six a.m. to** six p.m. **on the approved days.** ~~of any day during which the sale may be conducted under the terms of the permit~~.
6. The provisions of this subsection shall not apply to any sale of personal property made under court order or pursuant to a private foreclosure proceeding.
7. For the purposes of this subsection, the terms "personal property" ~~and "sale" are defined as follows~~;

   ~~"Personal property"~~ means any goods, wares, merchandise or other personal property;

   ~~"Sale" means any sale of or offer to sell any personal property which is displayed in the required front yard area, open space, carport or garage of an R-1 zoned lot.~~
8. All goods offered for sale shall be personal property. No person conducting a sale may sell or offer new items, live animals, food, tobacco products, alcoholic beverages, weapons, controlled substances or any items which are illegal to possess.

9. The number of permitted temporary signs shall be limited to two. Such sign shall not exceed nine square feet in overall size. Signs shall not be posted on telephone poles, trees, public property or public right-of-way. Signs may be posted the day(s) of the sale and **must be** removed immediately after the sale.
10. An applicant conducting a sale shall display the permit in a conspicuous place on the property clearly visible from the public right-of-way.
11. Any person who violates or fails to comply with any provisions of this subsection is guilty of an infraction.
12. **Violations of any provisions of this subsection shall be sufficient cause for revocation of the permit and all sales shall cease immediately.**
13. **The property owner and the holder of the permit shall clean and remove all trash/debris from the property and the immediate area around the property at the end of the yard sale for each day.**
14. The provisions of this subsection shall not apply to a sale of personal property made under court order. (Ord. 1129 (part), 1997: prior code § 9342a§

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall cause this Ordinance to be posted in three (3) public places in the city within fifteen (15) days after its passage, in accordance with the provisions of Section 36933 of the Government Code. The City Clerk shall certify the adoption and posting of this Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Bell, California, at a regular meeting held on this 2nd day of May, 2012.

_____
ALI SALEH, Mayor

APPROVED AS TO FORM

_____
DAVE ALESHIRE, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Patricia Healy, Interim City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 4th day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Patricia Healy, Interim City Clerk

EXHIBIT "A"

Formatted: Centered

Sections 17.16.030, 17.20.030 and 17.24.030:

Formatted: Justified

E. Restrictions and Permit Requirements for Garage and Yard Sales.

1. For purposes of this subsection, a yard or garage sale ("sale") is defined as a yard, garage, carport, patio , open space or similar type sale held for the purpose of disposing of personal property. No person shall have ~~sell or offer to sell personal property at a garage or Yard Sale ("sale")~~ on any property, including multiunit properties or apartment buildings under this section ~~R-1 zoned lot ("lot")~~, unless and until such person has obtained a yard sale permit ("permit") from the city department of community development ~~services~~. No such permit shall be issued unless:

a. The applicant has filed an application with the City a minimum 3 days prior to the proposed sale day(s) and ~~The applicant has paid,~~ contemporaneously with the filling of ~~an~~ the application~~-~~, the applicant has paid the ~~for a permit~~, ~~in a form prepared by the CAO, filling and~~ processing fee in an amount set by resolution of the city council; and

b. The applicant has filed an affidavit stating that all of the personal property to be sold at the sale is owned by the applicant or by members of his or her family, which personal property has not been acquired by, or consigned to the applicant for purposes of resale; and

c The applicant, if he/she is not the property owner, has obtained and provides written permission from the property owner or the property manager if the property has multiple units to conduct a sale~~.~~

2. If for any reason, a permit is issued after the commencement of the sale, a penalty fee in an amount established by city council resolution shall be assessed and paid by the applicant.

3. Only one permit shall be issued authorizing a sale on any property, including properties with multiple units, ~~a lot to the same applicant~~ for sale at the same location in any consecutive ~~six-month~~ three-month period.

4. A permit shall only be issued and be valid for Saturday or Sunday or Saturday and Sunday ~~two consecutive weekend days~~ as designated on the face of the permit~~.~~ If for any reason the sale does not take place on the days(s) permit is issued for, including due to natural events such as rain, the applicant cannot use the permit for another day. The applicant must then apply for a new permit for a new sael date.

5. Personal property offered for sale shall not be displayed within the public right-of-way. ~~on any part of the lot, to which the permit relates, after~~ The hours of yard sales may be between six a.m. to six p.m. on the approved days. ~~of any day during which the sale may be conducted under the terms of the permit.~~

6. The provisions of this subsection shall not apply to any sale of personal property made under court order or pursuant to a private foreclosure proceeding.

7. For the purposes of this subsection, the terms "personal property" ~~and "sale" are defined as follows;~~

~~"Personal property"~~ means any goods, wares, merchandise or other personal property.~~;~~

~~"Sale" means any sale of or offer to sell any personal property which is displayed in the required front yard area, open space, carport or garage of an R-1 zoned lot.~~

8. All goods offered for sale shall be personal property. No person conducting a sale may sell or offer new items, live animals, food, tobacco products, alcoholic beverages, weapons, controlled substances or any items which are illegal to possess.

9. The number of permitted temporary signs shall be limited to two. Such sign shall not exceed nine square feet in overall size. Signs shall not be posted on telephone poles, trees, public property or public right-of-way. Signs may be posted the day(s) of the sale and must be removed immediately after the sale.

10. An applicant conducting a sale shall display the permit in a conspicuous place on the property clearly visible from the public right-of-way.

11. Any person who violates or fails to comply with any provisions of this subsection is guilty of an infraction.

12. Violations of any provisions of this subsection shall be sufficient cause for revocation of the permit and all sales shall cease immediately.

13. The property owner and holder of the permit shall clean and remove all trash/debris from the property and the immediate area around the property at the end of the yard sale for each day.

14~~2~~. The provisions of this subsection shall not apply to a sale of personal property made under court order. (Ord. 1129 (part), 1997: prior code § 9342a§

City of Bell
Agenda Report

DATE: March 21, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: BY Arne Croce, Interim City Manager

SUBJECT: Consideration of the Current Municipal Codes on Yard Sales Permits

RECOMMENDATION:

Direct staff to administer the current Codes on yard sale permits and to charge $10 fee for each yard sale permit consistent with the fee schedule.

BACKGROUND:

At the February 25, 2012 regular meeting, Councilmember Alvarez reported that she has observed the weekend yard sales are occurring more often and at more places in the City. She raised concerns that the city could become a perpetual yard sales city, which will have a negative affect to the image of the city. Councilmember Alvarez requested a report on the proliferation of yard sales and the recommendations to alleviate the problems.

ANALYSIS AND DISCUSSION:

A. Current Municipal Codes on Yard Sales:

Current Bell Municipal Code Section17.16.030 allows one yard sale permit per six-month period. This is equivalent to two yard sales a calendar year for each property in the City. The fee for the yard sale permit is $10 per permit. Approximately in 2009, city staff was directed by the former administrator to allow up to four yard sale permits a calendar year for each property and to waive the permit fee. Staff has researched the City Council minutes and actions for the past 3 years and did not find any action or direction by the previous City Council to support the direction of the former administrator.

B. Current Yard Sale Permit Process:

The applicant comes to the Finance Department in City Hall and completes an application form. Finance staff will review the application against past issuance of yard sale permits for the applicant's address in a log book. If the address has been issued 4 yard sale permits, then staff will not issued another permit for that address. The homeowner or residents would have to wait for a new calendar year to begin the request for yard sale permits. Additionally, staff will check for the proof of residency with a picture identification and a copy of a utility bill. The reason for a copy of the utility bill is to ensure that the applicant is residing at the address listed on the application form, and that the yard sales is truly for a resident or homeowner to sell off unwanted items stored

in the garage. To use the yard sales as a business and/or to sell new items or products are not allowed according to the Municipal Code.

By Friday of each week, Finance staff will prepare a list of yard sale permits and addresses and give the list to the Code Compliance staff for routine inspections to confirm that the addresses did have a yard sale for the weekend and that the yard sales are of used items. If the Code Compliance staff found non-compliance such as the selling of new products or products that are not allowed, the extending of hours for the yard sales beyond 6 pm, the posting of too many yard sale signs, etc., then the Code Compliance staff will issue a Notice of Violation. Further the Code Compliance officer may require the resident or homeowner to cease the operation of the yard sale immediately.

C. Problems and Issues with Yard Sales:

There are problems and issues inherent in yard sales. Homeowners or residents have the tendencies of conducting more yard sales than allowed or they would bring in new products and other not allowed items for the yard sales. The frequencies of the yard sales could turn into a business. It is unfair for business owners who have "brick and motor" stores, abide by the rules, pay the taxes and then have to compete with yard sales businesses. Sometimes visitors to yard sales are not very courteous to the neighborhoods in that they will park wherever or whenever and may block the streets or driveways. This becomes a nuisance and an annoyance to the neighborhood, which is not fair to the neighbors. Having too may yard sales in too many properties in the city could lead to a negative perception of the quality of neighborhoods.

Month - Year	No. of Yard Sale Permit
November - 2011	78
December - 2011	137
January - 2012	126
February - 2012	149
March – 2012 (2 wks)	92
total	581

Between November 2011 and mid-March 2012, the total number of yard sale permits issued by the city is 581 permits. This is equivalent to approximately an average of 129 yard sale permits per month for the weekends and about 32 yard sale permits per weekend. The majority of the yard sale permits was issued most often to these streets as follows: Bear, Bell, California, Crafton, Fishburn, Heliotrope, Gifford, King, Loma Vista, Orchard, Otis, Randolph, Walker, and Woodward. According to the 2010 Census, City has a population of 35,477 and the total number of legal properties is 4141 parcels.

Staff conducted a quick phone survey of 5 surrounding cities regarding the subject of yard sale permits and to compare whether the average number of monthly yard sale permit is above or below the surveyed cities.

City	Average Yard Sales/month	Restrictions	Population	# Housing Units
Bell	129	2 permits/property/year (allow up to 4 permits in practice)	35,477**	9,217**
Downey	445	2 permits/resident/year	111,772	35,601
Paramount	58	1 permit/property/year	54,098	14,571
Carson	36	2 permits/property/year	91,714	26,226
Norwalk	126	2 permits/resident/year	105,549	28,083

(** Based on US 2010 Census)

The above surveyed cities have similar restrictions on the number of permitted yard sale permits except that City of Bell has allowed up to 4 yard sale permits per year. Some surveyed cities have no formal permitting process, rather they have established specific weekends, typically once every quarter, when residents are allowed to have yard sales. For the surveyed cities, the enforcement of yard sale permit only requires periodic monitoring. Because the City has been allowing up to 4 yard sale permits per year, the number of yard sale permits issued were significantly higher than cities within the surrounding area, with the exception of the City of Downey.

D. Fiscal and Resources Impact to City:

Typically, it may take a minimum of 15 minutes for staff to review, check and log in an application for the yard sale permit. The Code Compliance officer on duty for the weekend may take between 15 minutes to half an hour for visiting and checking each property with a yard sale permit for compliance. The $10 fee does not pay for the Finance and Code Compliance staff time for the yard sale permit.

E. Conclusion and Recommendation:

The primary issue is that the City Council should discuss whether the City should fall back onto the current Municipal Code which allows one yard sale permit per six-month period for a legal property. The secondary issue is that the yard sale permit should be issued to a property and not to a dwelling unit. This would prevent multiple yard sales on the same property because of multiple units, which in essence the property could become a perpetual yard sales.

City Council may wish to discuss the appropriateness of the fee for a yard sale permit. As mention above, the $10 fee will not cover the staff time in handling each permit. However, the subject of fees in general should be a separate discussion item as it may lead to policy decisions by the City Council for a full Fee Study that may involve the assistance of a consultant. In general, the increase of the fee for yard sale permit may discourage a homeowner or resident from having a yard sale, but it could also have the opposite effect in that the homeowner or resident may just conduct a yard sale without a permit.

Staff recommends that the City Council direct staff to administer the current Codes on yard sales, which is one yard sale permit per six-month period and that a yard sale permit should be issued to a legal property and not by the individual units within the

same property. Staff recommends that the $10 fee should be collected for the yard sale permit consistent with the fee schedule. With administering the current Codes on yard sales, staff believes that the number could be reduced. Staff has refined and improved the informational notice for Yard Sale Permit and the Application Form. The new notice and form will have Spanish version.

ATTACHMENTS:

1. Current information notice for Yard Sale Permit
2. Draft New Informational notice for Yard Sale Permit
3. Current Yard Sale Permit Form
4. Draft New Yard Sale Permit Application Form
5. Yard Sale Permit to be displayed at property (no change)

City of Bell

Agenda Report

DATE: May 2, 2012

TO: Mayor and Members of the City Council

FROM: Anita Lawrence, Co-Interim Finance Director

APPROVED: BY Arne Croce, Interim City Manager

SUBJECT: Amended Contract – MGO Certified Public Accountants

Recommendation:

That the City Council approve an $85,000 increase to the MGO Certified Public Accountants contract for the Fiscal Year 2009/10 Audit.

Background:

On August 3, 2011 the City of Bell entered into an engagement agreement with MGO Certified Public Accountants for the Fiscal Years 2009/10, 2010/11 and 2011/12 audits. The estimated cost to the City for the three years at the time of the engagement was $375,000. The engagement letter and cost proposal are attached.

In March, 2012, the City of Bell received a letter from MGO CPAs requesting an increase of $85,000 based on the issues identified in the audit work to date and actual time incurred. MGOCPAs stated that due to the sensitivity and the risks associated with the audit of the City, auditing standards require they assess the City as a high risk auditee and expand their test work. The nature of this audit has required they look at additional highly sensitive transactions for periods before and after the year under audit. A copy of the correspondence received from them is attached. Under the terms of the engagement letter (page 6) states that if unanticipated work is required MGO will return to the City with a revised fee estimate. The audit of 2009/10 has proven to be more labor intensive than anticipated.

The breakdown of the fees for the current and proposed contracts by fiscal year is as follows:

	Current Contract	Proposed Amendment	Proposed Contract
FY 2009/10	$180,000	$ 85,000	$265,000
FY 2010/11	$110,000	-0-	$110,000
FY 2011/12	$ 85,000	-0-	$ 85,000
Total	$375,000	$ 85,000	$460,000

MGO Managing Partner Jim Godsey will be at the Council meeting and provide an update on the audits.

Fiscal Impact:
This will require an additional appropriation of $85,000. The increase will be included in the 2012/13 Budget recommendations which also include proposed adjustments to 2011/12.

Certified Public Accountants.

Sacramento • Walnut Creek • Oakland • Los Angeles/Century City • Newport Beach • San Diego

mgocpa.com

March 9, 2012

Mr. Arne Croce, Interim Chief Administrative Officer
City of Bell
6330 Pine Avenue
Bell, California 90201

Dear Mr. Croce,

This letter is in response to our meeting on March 6th, to update you on the status of the 2009-10 fiscal year audit. During that meeting we discussed the many challenges in conducting and completing the audit. As you are aware, this audit is not like that of a typical California city similar in size to the City of Bell (City). Due to the sensitivity and the risks associated with the audit of the City, auditing standards require we assess the City as a high risk auditee and expand our testwork. The nature of this audit has required we look at additional highly sensitive transactions for periods before and after the year under audit.

We have made significant progress on the audit for the 2009-10 fiscal year and estimate we will have draft financial statements for your review in April. Our plan is to begin the work on the 2010-11 fiscal year audit mid-March concurrent with the 2009-10 audit, providing that City staff has completed the year-end close process and provided to us all of the necessary information. We appreciate the assistance and help we have received from staff to date as we understand this has been a difficult process.

In our original contract with the City we proposed a fee estimate of $180,000 for 2009-10 fiscal year to be billed at time and materials. Based on the issues identified in the audit work to date and actual time incurred, we are requesting a contract amendment for the 2009-10 fiscal year audit to increase the fee by $85,000 for a total fee of $265,000.

In our original contract we estimated the fees for the fiscal years ending June 30, 2011 and 2012 to be $110,000 and $85,000, respectively. At this time we are hopeful that there will be saving associated with those years, however, that is dependent upon the City's ability to stabilize its accounting and fiscal managerial functions and bring in permanent qualified individuals into those positions in the near future.

We appreciate the opportunity to provide services to the City of Bell during this difficult time and look forward to assisting the City in the completion of the current and future audits of the annual financial statements in a timely manner. We thank you for this opportunity. If you would like to discuss this contract amendment, I can be reached at 213-804-7896.

Sincerely,

James V. Godsey, Partner

3000 S Street
Suite 300
Sacramento
CA 95816

2121 N California Blvd
Suite 290
Walnut Creek
CA 94596

505 14th Street
5th Floor
Oakland
CA 94612

2029 Century Park East
Suite 500
Los Angeles
CA 90067

4675 MacArthur Ct.
Suite 600
Newport Beach
CA 92660

225 Broadway
Suite 1750
San Diego
CA 92101

	GF 01	AQMD 03	Gas Tax 04	Retirement 06	Refuse 08	Sewer 09
Add						
cash	2,026,428.00	154,988.50	2,215,268.59	61,772.71	1,310,273.05	527,994.46
Cash Issues						
Grants A/R						
In Rec.BCHA	123,660.00					
A/R Gen	360,045.04					
Defr'd A/R						
Int. Rec	248.79	25.70	389.35	148,877.83	248.41	90.91
Due Oth Govt	337,507.95	9,165.46		42,383.84	49,255.80	9,683.94
Due Oth Fds	18,115.48					
Adv. Oth Fds				950,000.00		
PPD Comm						
Loan Rec.	385.35					
Prepd Exp	7,800.00					
	2,874,190.61	164,179.66	2,215,657.94	1,203,034.38	1,359,777.26	537,769.31
subtract						
A/P	712,803.88		23,821.36	67,535.53	101,573.02	
Accrued Wgs	191,668.59				527.94	
PPD Reve						
Ret Fd A/P						
Defr'd Rev						
Adv. Oth Fds						
Due Oth Govt						
Due to Oth Fd	11,181.85			6,617.30		
PD Pine Trst	2,841.92					
Spec. Trust	147.00					
Evidence $$	175,549.77					
CS Deposits	4,407.52					

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

CITY OF BELL

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

August 3, 2011

REC'D AUG 04 2011

James V. Godsey, Partner
Macias Gini & O'Connell, LLP
2029 Century Park East, Suite 500
Los Angeles, CA 90067

RE: AGREEMENT FOR AUDIT SERVICES

Dear Mr. Godsey:

Enclosed please find an executed copy of the Agreement for Audit Services by and between the City of Bell and Macias Gini & O'Connell, LLP.

If you have any questions regarding the enclosed, please feel free to contact me at (323) 588-6211, extension 217.

Sincerely,

Rebecca Valdez, CMC
City Clerk

ENCLOSURE (1)

July 11, 2011

Honorable City Council/Acting City Administrator
City of Bell, California
6330 Pine Avenue
Bell, California 90201

We are pleased to confirm our understanding of the services we are to provide the City of Bell, California (Bell) for the year ended June 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, any discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Bell as of and for the year ended June 30, 2010. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Bell's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Bell's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Schedule of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies Bell's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of expenditures of federal awards.

We have also been engaged to audit the financial statements of the Bell Community Redevelopment Agency and the financial statements of the Bell Community Housing Authority, for the year ended June 30, 2010.

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Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and the provisions and requirements of the Guidelines for Compliance Audits of California Redevelopment Agencies and the provisions and requirements outlined in federal Housing and Urban Development guidelines and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the City financial statements, the Community Redevelopment Agency financial statements, the Community Housing Authority financial statements or the Single Audit, Redevelopment or Housing compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, any discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Bell and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on July 8, 2011. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than

absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention.[1] We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Bell's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those

procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Bell's major programs. The purpose of these procedures will be to express an opinion on Bell's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Macias Gini & O'Connell LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to Bell's cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Macias Gini & O'Connell LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by Bell's cognizant or oversight agency or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is

contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit upon notification of our selection. James V. Godsey is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) as described in our proposal to the City of Bell. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The stated fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report was submitted as part of our proposal.

We appreciate the opportunity to be of service to City of Bell, California and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

James V. Godsey, Partner

MACIAS GINI & O'CONNELL LLP

Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of City of Bell, California.

By: _____

Title: MAYOR

Date: 8/3/11

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Strengthen your city with an ironclad audit.

Proud To Be Boring Accountants.®

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PROPOSAL FOR SERVICES / CITY OF BELL / JULY 12TH 2011

Prepared for you by: James V. Godsey, CPA Partner
T: 213.608.8901 E: jgodsey@mgocpa.com 2029 Century Park East Ste. 500 Los Angeles CA 90067

Estimated Annual Cost.

The City requires a high level of expertise and specialized skills that cross multiple disciplines.

Our professionals have a proven reputation for demonstrating an uncompromising dedication to responsive, value-added service.

In addition to the fees for services we will charge for all out-of-pocket expenses, including parking, telephone, fee, copying and reproduction costs.

Schedule of Estimated Fees and Expenses for the Fiscal Year Ended June 30, 2010	
	Total Fees
City's Financial Statements	$ 88,293
Bell Community Redevelopment Agency	35,300
Bell Community Housing Authority	29,425
Single Audit	31,700
Out of pocket expenses	1,500
Total Estimated Fees and Expenses for the June 30, 2010 Audit	$ 186,218

If retained by the City for an additional two years and the City is able to timely implement recommendations from external reviews our estimated fees are:

Schedule of Estimated Fees and Expenses for Fiscal Years ended June 30, 2011 and June 30, 2012	
2011	$ 110,000
2012	$ 85,000

Fees for services rendered will be billed based on the following rates:

Hourly Rates for the June 30, 2010 Audit	
	Standard Hourly Rates
Engagement Partner	$ 375
Consulting Partner	375
Professional Standards Partner	375
Consulting Director	300
Engagement Director	300
IT Director	300
Engagement Manager	250
Audit Senior(s)	175
Experienced Associates and Staff	125
Administrative Assistants	75

City of Bell

Agenda Report

DATE: May 2, 2012

TO: Honorable Mayor and members of the City Council

FROM: Bill Smith, Pro Bono Consultant

APPROVED BY: _____

Arne Croce, Interim City Administrative Officer

SUBJECT: Recommendation for Automated Container Proposer Award

RECOMMENDATIONS

1. Award the contract for the purchase of automated refuse/recycling containers to Rehrig Pacific Company.

2. Appropriate $970,595.00 from the Sanitation Fund (Fund 8) for the purchase of the containers.

BACKGROUND

This action follows the approval of the Solid Waste and recycling Request for Proposals (RFP) and included Franchise Agreement given by the Council at the regularly scheduled meeting of March 7, 2012. Included in that RFP was the commitment of the Council to have the City purchase the automated trash, green waste and recycling containers for residential customers in the City. Funds for this purchase will come from the Sanitation/solid waste and Recycling funds, which are funded by assessments that have been placed on the property tax. These funds can only be used for the purposes for which they were collected; purchase of the containers is consistent with the purpose.

Direct City purchase of the containers was recommended for three reasons:

- There is a very constrained time period available to allow a hauler to meet the July 1, 2012 start date for a new agreement. Container manufacturers need appropriate lead times to set up the manufacturing process for these city unique containers and the only way they could do so is through the process the Council has approved. Even with that a number of the manufacturers had to drop out of the bidding because they could not meet the required time frame.

- Direct City purchase of the containers will reduce the cost to the citizens of Bell commensurately over the life of the franchise agreement. Usually the hauling company purchases these containers and covers their cost in the billings to customers.

- The City has fund balances in the Sanitation and Recycling funds to accommodate this purchase.

The City utilized the services of Waste Systems Management, LLC (WSM) to assist in preparing the RFP and to evaluate the proposals for the containers. Attached is the WSM report on this purchase. The City received the three bids listed below.

[illegible]	[illegible]
Otto Environmental Systems	$955,797.75
Rehrig Pacific Company	$970,595.00
Toter	$1,044,775.00

The original estimated cost for the containers was $ 2.2 million. All three bids were below the estimate. While Otto Environmental Systems had the lowest cost proposal, they were unable to provide the 10 year warranty bond required in the RFP and are not recommended. The next lowest cost proposal is from Rehrig Pacific Company ($970, 595.00). Rehrig does provide the warranty bond and thus is recommended. Toter's cost proposal is the highest at $1, 044,775. All three companies are excellent, in the consultant's view, and their products all are outstanding in every respect.

FINANCIAL IMPACT

Funding of the container purchase will come from the City's S Fund—Fund 8. The estimated balance in this fund on 6/30/12 is $1,556.676. After payment for the containers, the estimated fund balance $586,081. Expenditures from this fund must be consistent with the purpose of the property assessment—solid waste collection.

ATTACHMENTS

WSM City of Bell – Automated Container Bid Response Report

RFP Document

Attachment: WSM City of Bell – Automated Bid Response Report

City of Bell - Automated Container Bid Response Report

Waste Systems Management, LLC, (WSM) was tasked with preparation, distribution and review of a Request For Proposal (RFP) for the City of Bell's procurement of automated solid waste collection containers. WSM prepared the attached RFP and contacted seven (7) of the leading container providers in the industry to solicit maximum response to the RFP.

All seven (7) container manufacturers expressed interest in the process and received an electronic version of the RFP on either 3/2/12 or 3/3/12. Listed below are the firms who received bid packages:

1. Toter
2. Rehrig Pacific Company
3. Otto Environmental Systems (AZ), LLC
4. Cascade Engineering
5. Roto Industries
6. SSI-Schaefer
7. Snyder Industries

During the ensuing two weeks WSM fielded a number of questions and have included those remarks in this report. Prior to and on the proposal submittal date WSM received communication from three (3) manufacturers expressing that they would not be submitting a proposal due to complications with production scheduling or other factors.

Contacted Waste Systems Management; declared they would not be proposing:

1. Roto Industries (Did not state reason)
2. Snyder Industries (Scheduling and production issues)
3. SSI-Schaefer (Prefers to work with haulers directly)

On Friday, April 13th, WSM met with City staff and noted that three (3) proposers had submitted packages and sample containers per the specifications in the RFP. Two manufacturers submitted extra copies, of which WSM received one copy, the other firm submitted only one original. WSM contacted the firm that submitted one original and requested an electronic version of the proposal be sent to the WSM offices via email. The following proposals where received by the City Clerk's office on or before the proposal due date and time:

1. Toter
2. Rehrig Pacific Company
3. Otto Environmental Systems

Cascade Engineering did not contact our offices as to why they did not propose.

The following evaluation process and scoring criteria used by WSM dealt with two primary submission categories: 1) The written proposal's compliance with RFP requirements; and 2) The proposed pricing.

Section 1 – Written Documentation

Each respondent submitted proposals that were generally compliant with RFP requirements. Therein each respondent was also required to provide documentation that would allow a qualitative analysis to be performed. WSM has compiled the following matrix identifying each respondent's ability to meet key criteria of the RFP:

	Otto	Rehrig	Toter
Proposal Completeness	Complete	Complete	Complete
Meets Required Delivery Schedule	Curb Only	Yard/Curb	Yard/Curb
Transition Plan Methodology			
Failure Rate	<1%	<1%	<1%
Warranty Period (10-Years)	Non-Prorated	Non-Prorated	Non-Prorated
Ability to issue 10-Year Warranty Bond	No	Yes	Yes
Life Expectancy	10+ Years	10+ Years	10+ Years
Manufacturing Method	Injection Molding	Injection Molding	Rotational Molding
Density Polyethylene	High (HDPE)	High (HDPE)	Medium (MDPE)
CART Width (Largest CART)	27.50"	28.70"	29.25"
CART Capacity (US Gallons)	96.8 & 64.8	97.57 & 67.2	96.27 & 63.74
CART Weight (Pounds)	36.66 & 29.36	41 & 36	34.5 & 27.5
CART Heights (Inches)	45.37 & 42.3	45.13 & 40.5	46.75 & 30.00
Load Rating (Pounds)	340 & 230	332.50 & 227.5	335 & 224
Meets Minimum RFP Requirements & ANSI Testing Requirements	Meets or Exceeds	Meets or Exceeds	*Meets or Exceeds
Local Experience & Exposure	Strong	Strong	Strong
Manufacturing Location	Arizona	Los Angeles	North Carolina
Meets Post Consumer Plastic %	Meets	Meets	Exceeds
Overall Product and Proposal	Very Good	Excellent	Excellent

As shown above, all three firms submitted complete proposals that provided all the qualitative data needed for our review. Both Rehrig and Toter were graded at "excellent" and Otto received a "very good" rating. The reason for the slight deduction to Otto's evaluation mark was based upon two factors. First, they are only able to provide a portion of the required carts within the specified timeframe (yard waste cart delivery will be delayed). Secondly, Otto is not able to obtain a bond to support their 10-year warranty. WSM believes a bond is needed to provide a firm financial guarantee that container

repair/replacement will meet all specifications contained in the product warranty, over the full 10-year period.

Product Summary Evaluation

Each of the three respondents prepared an excellent proposal response in both format and content. All three respondents meet or exceed the minimum requirements of the RFP and provided ANSI testing documentation indicating that their product passed critical testing requirements.

Two of the three respondents (Otto Environmental and Rehrig Pacific) proposed injection-molded containers made of High Density Polyethylene (HDPE) while the third respondent (Toter) proposed Rotation Moldering Medium Density Polyethylene (MDPE). There is much debate regarding which is the better manufacturing process, with each having its strengths and weaknesses.

WSM has read the proposers statements and finds that each container provider has demonstrated minimum container performance and has assured their product through a manufacturer warranty. It is the position of WSM that the City will be well served with either of the two products types. The injection molding process does utilize more plastic resign material providing for a slightly heavier and thicker container, while the rotational molding process offers a slightly lighter container due to thinner walled construction.

Container Capacity and Size

As highlighted in the above chart, each manufacturer differs slightly in their product dimensions, capacity, and weight. Container weight is greatly dependent upon the amount of plastic resign material utilized in the production of said containers. When comparing containers WSM does not place too much emphasis on empty container weight, placing more focus upon container width, height, maneuverability and lastly but not least, load rating. All containers are ideal for their proposed use.

Container Mobility

WSM has found over the years that the main concerns residents have when using an automated container are either the ability to navigate the containers through tight quarters (such as back yard gates) or containers that tip over on uneven surfaces when full.

In regards to mobility each respondent contends, through supported documentation and testing, that their product is easily navigated and has displaced loaded container weight to withstand typical tipping issues. WSM has reviewed all proposed documentation and testing results and has concluded that each container manufacture has designed their container for optimum mobility both when empty and loaded.

Container height and width is critical when evaluating the performance of a container in the field of operation. Most residents prefer to store their containers behind a rear yard or side yard gate. Most side yard and rear yard gates are at a minimum 30" wide, often closer to 36" wide. Over the years container manufacturers incorporated such field data into their product design. Each of the respondents has proposed containers less than 30" in width as demonstrated in the above table.

The heights of the containers are all comparable of each other and within 1¾ inch of each other. The average container height is 45.75" while the lowest is 45.13 inches, easily accessible by young and old.

All three respondents have container capacity of over 96 gallons for the trash container and two of the three have capacity greater then 64 gallons for the recycling and green-waste container. Often container capacity includes the lid capacity and should not be of concern when comparing the three container manufacturers.

Warranty and Life Expectancy

The cost for the 10-Year Warranty Bond differs greatly between the three providers as demonstrated in the following pricing matrix below. WSM believes it is important that the City, as owner of the containers, have the financial guarantee a warranty bond provides. Should the city concur with WSM's position on the warranty bond, Otto Environmental would be eliminated from the process as they are unable to provide a warranty bond.

Life expectancy of the containers is subject to discussion. Each manufacturer claims their containers last the required 10-year period. Each offers a non-prorated manufacturer warranty and each stands by their product as being the superior container on the market. In reviewing the proposals, the consultant must mention that **each** manufacturer provided references demonstrating containers in the field for over ten years. TOTER however was the only proposer that actually stated in their proposal that their container's life expectancy was 15-Years or more but did not offer a warranty greater than 10-Years.

Final Evaluation Process and Recommendation

The evaluation methodology WSM utilized was to compare the total pricing for the containers and delivery/removal service required by the RFP on a 10 point scale. The lowest overall price was awarded the full 10 points, with the other proposers scored based upon relative price differential. Given that all firms have demonstrated that they have a quality product that meets required standards, price becomes the major consideration. Since the City will own the containers and be responsible to maintain them in acceptable condition for a 10-year period, we believe the warranty bond provision is materially important to the selection process. Therefore we have awarded 1 point to the two firms who met this RFP request, and zero points to the firm who could not provide this financial assurance to the City.

The following table shows WSM's scoring for each firm:

Pricing Matrix	Toter	Otto	Rehrig
Base - 95 Gallon	$ 46.96	$ 43.96	$ 43.50
Base - 65 Gallon	$ 40.96	$ 39.24	$ 38.53
Total Base Price	$ 837,720.00	$ 795,860.00	$ 783,640.00
Applicable Tax	$ 73,255.00	$ 69,637.75	$ 68,575.00
Delivered Price	$ 910,975.00	$ 865,497.75	**$ 852,215.00**
CART Distributior	$ 73,800.00	$ 53,100.00	$ 63,000.00
CART Removal	$ 60,000.00	$ 37,200.00	$ 55,380.00
Total D&R	$ 133,800.00	**$ 90,300.00**	$ 118,380.00
Grand Total	$ 1,044,775.00	$ 955,797.75	$ 970,595.00
Pricing Points	9.07	10	9.85
10-Year Bond $	$ 26,325.00	*Not Offered*	$ 44.00
Total Bond Points	1	0	1
Total Point Award	10.07	10	10.85

The lowest price base price for the requested containers, including applicable taxes, is Rehrig Pacific Company; their price is $13,282.75 below the second lowest bidder Otto Environmental. When adding the pricing for the required distribution of new containers and removal of existing containers, the overall lowest price is provided by Otto Environmental by $14,797.25.

WSM considers the pricing differential between Otto Environmental and Rehrig Pacific Company to be minimal. Therefore the warranty bond award point provides a clear differentiation and thus makes Rehrig Pacific Company our recommended selection.

While Otto Environmental pledges to stand behind its 10-year warranty, Rehrig Pacific backs their pledge with an insurance policy issued by third-party. As stated, we believe this level of protection is a necessary safeguard for the City to have.

Finally, though it had no bearing on the scoring criteria used, Rehrig Pacific Company is based in Los Angeles and will manufacture the containers locally. Therefore the City's purchase of equipment from this company will put more dollars into the local economy.

Again, WSM recommends that the City purchase the required containers from Rehrig Pacific Company.

Attachment: CONTAINER RFP DOCUMENT

Project Summary

The City of Bell, CA. (CITY) is soliciting responses to this Request for Proposals (RFP) for Roll-Out CONTAINERs (Curbside Containers) (CONTAINERS). The CITY intends to award a contract (AGREEMENT) based on the response to this RFP that most meets the needs of CITY. The only responses that will be considered by CITY are by those qualified vendors (RESPONDENTS) that have been specifically invited to respond to this RFP. The successful RESPONDENT to this RFP (SUPPLIER) must be willing to sign a form of the Sample Agreement attached to this RFP as Exhibit 1 (AGREEMENT).

This document is a Request for Proposals (RFP), not a Request for Bids (RFB). **CITY will choose the CONTAINER that best suits the needs of CITY, not necessarily the CONTAINER with the lowest cost.**

Key Requirements and Elements of this RFP:

1. **City Customers**: The City has approximately 6,000 homes within a single square mile. The City will be purchasing the CONTAINERS and retaining ownership of said CONTAINERS.
2. **Container Purchase**: The City will be procuring three (3) CONTAINERS per residential unit, one Black CONTAINER, one Blue CONTAINER and one Green CONTAINER. In addition, and will purchase a 10% overage of each container for maintenance, cleaning and rotation needs.
3. **Franchise Hauler**: The City has a franchised hauler that will maintain the CONTAINERS during the term of the contact.
4. **Warranty Period**: SUPPLIER must be willing to warranty their CONTAINERS for a minimum of ten (10) years against workmanship and material defects.
5. **Warranty Procedure**: SUPPLIER must describe their warranty procedure in detail for evaluation by the RFP Committee.
6. **Warranty Bond**: SUPPLIER must secure a Warranty Bond to cover the entire ten (10) year warranty period.
7. **Container Materials**: CONTAINER bodies and lids shall be made of non-Cross-Linked High Density Polyethylene (HDPE) or Linear Low Density Polyethylene resin materials. RESPONDENTS may include up to 30% post-consumer resin materials. CONTAINER wheels must be made of molded polyethylene.
8. **Container Sizes**: City will be purchasing CONTAINERS in the following size ranges (based on RESPONDENTS proposals) 90-96 gallon and 60-65 gallon.
9. **Container Color**: Container color bodies will be as follows:
   - Black for the 90-96 gallon CONTAINERS (Approximately 6,500)
   - Blue for the 60-65 gallon CONTAINERS (Approximately 6,500)
   - Green for the 60-65 gallon CONTAINERS (Approximately 6,500)
10. **Container Graphics**: All container bodies will display the CITY logo on each side of the body, in bold white graphic coloring.
11. **Sample Container**: Each proposer shall submit one sample CONATINER with the submittal of the proposal. The CONTAINER should be of like construction and color of the CONTAINERS being proposed.
12. **Implementation Plan**: Each proposer must submit a narrative "Implementation Plan" that clearly describes your firms approach to the delivery, distribution and recovery of the new and existing CONTAINERS.

Important Dates:

- **RFP Announcement:** April 2, 2012
- **Response submittal deadline:** April 13, 2012
- **Contract award:** April 20, 2012
- **CONTAINER deliver date:** May 21, 2012
- **CONTAINER distribution deadline:** June 15, 2012

Background

The CITY contracts solid waste, recycling and green waste collection with a franchised hauler. The CITY is currently seeking responses to a recently issued RFP for a new seven (7) year franchise agreement with three (3) one year extension options. The CITY currently has a three (3) CONTAINER collection program, of which two (2) containers are automated and one container is manual. The new franchise agreement requires all three collection CONTAINERS to be fully automated.

Current tax roll information and contractor records indicated that approximately 5,899 residential units receive automated collection services. The CITY desires to procure new CONTAINERS for each residential customer and at the same time purchase an additional ten percent (10%) inventory for CONTAINER maintenance and rotation.

The CITY will remain the owner of the CONTAINERS while appointing the franchise collector as the responsible party for distribution, storage and maintenance.

Project Description

The CITY is seeking to procure an AGREEMENT for the purchase of approximately 18,500 new automated CONTAINERS to be delivered to a predetermined location within the CITY then distributed throughout the CITY to the residential parcels. The CITY will provide the awarded SUPPLIER with a CITY map accompanied with street addresses for distribution.

The SUPPLIER will be responsible for CONTAINER distribution to all residential properties, four (4) units or less throughout the community. Additionally, the SUPPLIER is required to submit a separate charge/fee for the removal of the current two CONTAINER units during the distribution phase of the new CONATINERS. This must be addressed in the SUPPLIERS proposal under the heading "Implementation Plan".

The SUPLLIER will be required to report to the CITY distribution records in both hard copy and electronic format of the CONTAINER distribution.

The SUPLLIER will be required to adhere an education/public outreach brochure, supplied by the CITY, to each automated blue CONTAINER prior to or during the distribution.

The CONTAINER delivery deadline date to the residential parcels is **June 15, 2012**. At the time of this RFP, the CITY has approximately 5,900 residential customers to receive three (3) new CONTAINERS each. The CONTAINER break down is as follows:

- Black for the 90-96 gallon CONTAINERS (Approximately 6,500)
- Blue for the 60-65 gallon CONTAINERS (Approximately 6,500)
- Green for the 60-65 gallon CONTAINERS (Approximately 6,500)

All responses to this RFP must be received by 2:00 p.m. on April 13, 2012. If the submission is late or lacking in the number of copies required and/or the single sample CONTAINER, that RESPONDENT may be disqualified.

Minimum Requirements

CITY is requiring the items listed below as minimum CONTAINER requirements (Mandatory Requirements) for CONTAINERS. All RESPONDENTS must affirm that their CONTAINERS meet all of these Mandatory Requirements. Any exceptions must be fully described in writing and include a full description of an equal or better alternative.

Materials: CONTAINERS must meet or exceed the following.

1. Bodies and Lids: Must be made of LLDPE or HDPE material with not more than 30% Post-Consumer material.
2. Wheels: Shall be minimum 10" in diameter and 1.75" wide with knobby treads. Wheels must be extra high molecular weight polyethylene capable of supporting a minimum of 200 lbs. Wheels must be snap on style wheels. Wheels that require the use of pal nuts, washers or other means of connection will be considered unacceptable.
3. Wheel Axles: Must be zinc chromate plated or powder coated for anti-corrosion purposes.
4. Lid Hinge: May be plastic or metal, however, must be structurally sound so as to withstand the repeated motion during the emptying cycle.
5. Capacities: CONTAINERS shall be capable of regularly receiving and dumping the at least the following weights by size:
   - 60-65 Gallon CONTAINERS: 227 pounds (per ANSI specifications)
   - 90-96 Gallon CONTAINERS: 332 pounds (per ANSI specifications)
6. Widths: No CONTAINER shall exceed an overall width of 30 inches.
7. Heights: CONTAINERS shall be within the following range of heights by size (completely assembled and measured from ground to top of lid):
   - 60-65 Gallon CONTAINERS: 38-44 inches
   - 90-96 Gallon CONTAINERS: 42-48 inches
8. Resign Weight: The quoted container must be manufactured to achieve a minimum resin weight of the following:
   - 95-Gallon – minimum 34 pounds
   - 65 – Gallon – minimum 27 pounds

   SUPPLIER must include the resign weight for the proposed CONATINER per size in the RFP response.

9. Lids: Lids shall be molded so as to continuously overlap and come in full contact with the body. This interface between the lid and body must be capable of preventing rainwater intrusion; access by rodents, birds, or insects; or the emission of odors.
10. Handles: Handles shall be integrally molded into the body portion of CONTAINER and shall not rotate on any axle. Handle shall have a diameter of not less than one inch (1") and not more than one and one half inches (1 1/2")

11. Colors: Bodies shall be black, blue and green in color. Lids shall be matching color for all three CONTAINERS. RESPONDENTS shall submit color samples with the response to this RFP.
12. Graphics: Graphics shall be "hot stamped" in white on CONTAINERS as follows:
    - Bodies of CONTAINERS shall be imprinted incorporating the words "PROPERTY OF" and reflecting CITY "Logo". A serial number shall be imprinted on the front of the bodies. CITY may choose a unique numbering system or adopt the SUPPLIERS standard numbering system.
    - Lids shall be imprinted in English and Spanish languages with the following phrase:
      - Black CONTAINER: "Trash Only – No Recyclables"
      - Blue CONTAINER: "Recyclables Only – No Trash or Green Waste"
      - Green CONTAINER: "Yard Waste Only – No Trash or Recyclables"
13. Finish: Interior surfaces of the bodies and lids shall be high-gloss and be free from obstructions that may cause material to become trapped in CONTAINER.
14. Stability: Empty CONTAINERS shall be capable of remaining in an upright position when subjected to wind speeds up to 35 miles per hour from any direction. The entire perimeter of the base of the body shall be in full contact with the ground when container is at rest. Empty CONTAINERS shall remain in an upright position when lid is being opened or closed and/or when lid remains in an open position.
15. Compression Force: CONTAINERS shall be capable of withstanding a compression force of 200 pounds exerted during, and related to, the emptying process without sustaining permanent damage, deformation, or structural failure.

Material Properties

CITY is requiring all REPONDENTS and ultimately SUPPLIER to guarantee their products meet the minimum Material Property Specifications listed below. These are in addition to any other specifications noted in this RFP.

Plastic Materials: Base plastic resin for the cart body and lid must be first quality Low Linear Density Polyethylene (LLDPE) or High-Density Polyethylene (HDPE) supplied by a national petrochemical producer such as Dow Chemical or Exxon Mobil. Off spec or wide spec material and dry blending of material is not acceptable.

The bidder must submit technical data sheet(s) from the resin producer.

Resin Additives: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a hindered amine light (HAL) stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive with no less than one and one half percent (1.5%) by weight.

The bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

Recyclability: The bidder must include with the bid any option for the repurchase/recycling of containers at the end of their useful life. Preference will be given for bidders that operate and own their own recycling division within their company where multiple streams of plastic can be recycled beyond just old/damaged carts.

Warranty

SUPPLIER guarantees to warranty CONTAINERS against defects in materials and workmanship for CONTAINERS delivered to CITY for a period of not less than 10 years from date of delivery to CITY. RESPONDENTS shall provide a detailed description in its response to this RFP of the process for warranty returns of defective CONTAINERS. The Selection Committee will be evaluating that process as part of the overall evaluation of the RESPONDENTS RFP response.

City of Bell

Agenda Report

DATE: May 2, 2012

TO: Honorable Mayor and members of the City Council

FROM: Bill Smith, Pro Bono Consultant

APPROVED BY: _____

Arne Croce, Interim City Administrative Officer

SUBJECT: Solid Waste Recycling Proposal Evaluation

RECOMMENDATION

1. Appoint two Councilmember's to work with staff to evaluate and recommend a Solid Waste Hauler from those companies which responded to the City's Request for Proposals (RFP).

BACKGROUND

This action follows the approval of the Solid Waste and Recycling Request for Proposals (RFP) and Franchise Agreement approved by the Council on March 7, 2012. The closing time for submittal of proposals is 10:30 A. M. on May 1, 2012. Staff will verbally announce the names of the firms which responded at the meeting. Due to the time constraint of starting the new franchise agreement on July 1, 2012, the evaluation process should take place and a recommendation formulated and ready for presentation to the full Council at the regularly scheduled meeting of May 16, 2012.

The City's paid consultants, Waste Systems Management, will do an analysis of all proposals received. This analysis will be reviewed with a committee comprised of the City's pro bono solid waste consultant, Interim City Manager, Interim Finance Director and two City Councilmembers. After the committee review, the Interim City Manager will prepare a recommendation for the City Council.

City of Bell
Agenda Report

DATE: May 2, 2012

TO: Mayor and Members of the City Council

FROM: Arne Croce, Interim City Manager

APPROVED: _____
BY Arne Croce, Interim City Manager

SUBJECT: Update on Provision of Police Services to Cudahy

BACKGROUND:

At the March 21 meeting, the City Council appointed Vice Mayor Alvarez and Councilmember Valencia to a committee to work with staff and respond to the City of Cudahy's request for a proposal to receive police services from the City of Bell. The Bell Police Department provided service to Cudahy previously from 1974—1989.

The Councilmembers, Interim Chief of Police and Interim City Manager have had two meetings with the Mayor, Vice Mayor and City Manager of Cudahy. At the first meeting Cudahy representatives described what they were looking for in police services and why they were interested in Bell as a service provider. At the second meeting Bell's Interim Chief presented different options for meeting Cudahy's police service needs. It is anticipated we will have some response back from Cudahy prior to the May 2nd Council meeting that would indicate if the concept of Bell serving Cudahy can move forward.

Also at the March 21st meeting the City Council directed staff to prepare an analysis of the estimated cost to the City if the City were to contract for polices service to be provided by the Los Angeles County Sheriff's Office. The analysis prepared by Interim Chief Belcher is attached.

City of Bell
Staff Report

Date: April 17, 2012

To: Mayor & Members of the City Council

From: Steve Belcher, Interim Chief of Police

Approved By: _____

Arne Croce, Interim Chief Administrative Officer

Subject: Cost Estimates for Sheriff Contract Services for Policing Bell

Background & Discussion:

At the Council Meeting of March 21, 2012 Council directed staff to return to Council with an internal cost estimate for the L.A. County Sheriff to police the City of Bell.

To fulfill Council's request Interim Chief Belcher met with staff from the Los Angeles County Sheriff's Department (L.A.S.D.) Contract Law Enforcement Bureau. The L.A.S.D. furnished Interim Chief Belcher with 2011-2012 contract city law enforcement rates prepared by the Auditor-Controller of the County of Los Angeles.

The Sheriff's Department Contract Unit, bases their contractual policing costs by service units. A Service Unit equates to the number of hours of patrol services the City wants to purchase typically for a Patrol Deputy.

Included in that service unit cost are all associated costs such as supervision, investigative and clerical support to the contracting agency. As an example if you request 3 deputies, included in the cost is the supervision, i.e. a patrol sergeant, detective and clerical resources etc. For services beyond basic response to calls for service you may contract for any additional services listed on their law enforcement rate scale. Items not listed on their rate scale are subject to individual negotiation with the Contract Law Enforcement Bureau. As an example the contracting Agency (City) may want a Sergeant or Lieutenant to act as their station house Chief. The Agency selects the level they desire and pays the listed rate.

Currently in the City of Bell Police Department, every supervisor and managerial position as well as number of officers has a number of collateral or auxiliary assignments. These collateral assignments range from Police Reserves, Neighborhood Watch, Explorers, Volunteers in Policing, Community Policing Traffic coordinator, Business Watch, Intern Coordinator, etc. These positions are spread out among approximately 15 different employees.

If Bell were to contract with the Sheriff's Department these positions would need to be coordinated by a specific employee(s). With this concept in mind the attached staffing chart show all of these various functions consolidated in two deputy positions. Also listed on the chart is an associated cost to have the Sheriff's office operate out of and maintain a presence in the existing Bell Police facility 16 hours per day, 7 days a week. The cost of operating the station does not include cost for supplies such as paper, stationary, Bell specific forms, etc. The costs

for such items as any remodeling, janitorial, lights, water etc. are negotiated separately in addition to the station costs.

Other Issues to Consider:

Auxiliary services supplied by the Sheriff's Department, beyond the contractual agreement are considered extra costs. This would include overtime for special events, air unit (helicopter) services where there is currently no charge for, would be charged under a contract. The contract cost for Sheriff services the past few years has been rising approximately 2% per year.

In addition to the contract cost there would be startup costs associated with the contract. As an example, startup costs for the City of Maywood in 2010 was slightly over $420,000. This was somewhat offset by about $200,000 in pre-payments of liability insurance (1 year in advance required) and items "traded in" to the Sheriff's Department such as equipment (vehicles, weapons, etc.). Although startup costs are not included in the attached estimates, I believe it would be reasonable to expect startup costs for the City of Bell in the $400,000 - $500,000 range.

An additional item or cost to consider is the cost of lost revenue to the City of Bell. That is revenue that the City Police Department currently generates must be added to the cost of the contract services as the funds generated under a contract would be returned to the county, not the City. A conservative estimate of revenue generated by the Police Department averages about $735,000 per year.

Cost Summary

In order to compare the cost for police services between the Sheriff's department and the Bell Police Department we need to do an apples to apples comparison of like service levels. This cost summary is based upon the information supplied by the Sheriff's Department's Contract Service Bureau and is as close as one can come for like, or apples to apples comparison of Bell police services as those of the Sheriff if the City were to contract for their services. The attached estimate shows the Bell policing structure under a contract arrangement with: one police lieutenant, two special assignment deputies, one motor/traffic deputy and 12 patrol deputies.

Considering the Bell Police Departments current level of service and a projected 2012-2013 budget of approximately $7,319,000 and our best estimate of the cost of a Sheriff's contract (including lost city revenue) for comparable police service the Sheriff contract estimate for 2012-2013 is approximately $6,288,244 million. The estimated cost savings for the City of Bell would be approximately $1,030,756 per year. The Council always has the option of either a higher or lower service level with corresponding increases or decreases in costs. This does not include startup costs, yearly station house operating costs or any ancillary cost that may be requested from the Sheriff such as helicopter services or overtime details.

Steve Belcher

Steve Belcher
Interim Chief of Police

Attachments: Sheriff Contract City Law Enforcement Rates
Estimate Bell Police Contract Costs

City of Bell

Bell Police Department

"Commitment to Service-Respect for People

Since 1927

	Estimated Cost Bell / Sheriff Contract	YEARLY RATE	LIABILITY	TOTAL
		RATE	7%	
1	Lieutenant	231,501.00	0.00	231,501.00
1	One Deputy, No-Relief Aux. Services	217,708.00	8,708.32	226,416.32
1	One Deputy, No-Relief Comm. Coordinator	217,708.00	8,708.32	226,416.32
12	One Deputy, 56 Hour	$4,023,240.00	$160,929.60	4,181,170.00
1	One Deputy, No-Relief/ or Motor	229,788.00	9,191.52	238,979.52
	*Station Operations Cost	327,625.00	0.00	327,625.00
				5,432,108.16
			* +2.23% FY 2012-13	121,136.01
			Revenue Loss +	735,000.00
			Total----------	6,288,244.17

Revenue Loss	
1 Traffic Fine and Fee's	250,000.00
2 Forfeiture	100,000.00
3 COPS	100,000.00
4 Vehicle Code Cites and Fines	250,000.00
5 POST Training reimbursement	35,000.00
	$735,000.00

(These estimates do not include an additional projected start-up cost of approximately $400,000.00 - $500,000.00 or ongoing station maintance cost)

* ***Estimated 2.23% increase in service cost FY 2012-13***

* ***Station Operating Cost Per Maywood Sheriff's proposal dated: July 14, 2012, $327,625.00***

Estimate by: Steve Belcher, (not reviewed by LASD)

April 17, 2012

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service"
Since 1850

CONTRACT CITY LAW ENFORCEMENT RATES

Fiscal Year 2011-2012
AS PUBLISHED BY THE AUDITOR-CONTROLLER

[redacted]

Deputy Sheriff Service Unit			
One Deputy, No-Relief	$217,708	$8,708.32	$226,416.32
One Deputy, 40 Hour	239,478	9,579.12	249,057.12
One Deputy, 56 Hour	335,270	13,410.80	348,680.80
One Deputy, 70 Hour	419,087	16,763.48	435,850.48
One Deputy, 84 Hour	502,905	20,116.20	523,021.20
Two Deputy, 40 Hour	478,957	19,158.28	498,115.28
Two Deputy, 56 Hour	670,540	26,821.60	697,361.60
Deputy Sheriff Service Unit (Bonus 1)			
One Deputy, No-Relief/ or Motor	229,788	9,191.52	238,979.52
One Deputy, 40 Hour	252,766	10,110.64	262,876.64
One Deputy, 56 Hour	353,873	14,154.92	368,027.92
One Deputy, 70 Hour	442,341	17,693.64	460,034.64
One Deputy, 84 Hour	530,809	21,232.36	552,041.36
Supplemental Support Service Units			
Captain	286,792	0.00	286,792.00
Lieutenant	231,501	0.00	231,501.00
Sergeant	192,725	0.00	192,725.00
Sergeant (Motor)	203,408	8,136.32	211,544.32
Watch Deputy	156,059	6,242.36	162,301.36
Miscellaneous Service Units			
Crossing Guard (hourly)	13.07	0.52	13.59
License Detail (hourly)	87.37	3.49	90.86
Growth Deputy Items			
Growth Deputy	146,732	5,869.28	152,601.28
Growth Deputy (Dedicated Veh)	166,935	6,677.40	173,612.40
Growth Deputy, B-1	159,355	6,374.20	165,729.20
Growth Deputy, B-1 (Dedicated Veh)	179,742	7,189.68	186,931.68

[redacted]

CLEB:EA:05-04-11

ITEM #9 B) WAS PLACED ON THE AGENDA PURSUANT TO A REQUEST BY COUNCILMEMBER VALENCIA