



City Council and Related Agencies Agenda

Regular Meeting

Bell City Council

Wednesday, June 20, 2012

6:00 P.M. Closed Session

7:00 P.M. Regular Meeting

**Bell Community Center
6250 Pine Avenue**

**Ali Saleh
Mayor**

**Violeta Alvarez
Vice Mayor**

**Danny Harber
Council Member**

**Ana Maria Quintana
Council Member**

**Nestor E. Valencia
Council Member**

Welcome to the City Council Meeting

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

June 20, 2012

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

**Bell Community Center
6250 Pine Avenue**

Call to Order

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

Communications from the Public on Closed Session Items

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

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) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*; LASC BC 466983.
 - b) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*
 - c) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*; LASC BC466436
 - d) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

Reconvene Regular Meeting

Pledge of Allegiance

City Attorney Report

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

Communications from the Public

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

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.

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. 4

2. Approval of Minutes of the Regular Meeting of June 6, 2012 and the Special Meeting of June 13, 2012 ***(Council and Related Agencies)***
3. Approval of General Warrants and Community Housing Authority Warrants dated June 20, 2012. ***(Council/ /Bell Community Housing Authority)***
4. Approval of Renewal of the City's Excess Liability Coverage with Lexington Insurance Company (Chartis) ***(Council)***

Business Calendar

5. Approval of Fiscal Year 2012-13 Budget (*Council/Related Agencies*)

Recommendation:

- a) **Adopt the resolution.**

RESOLUTION NO. 2012-47- A Resolution of the City of Bell Adopting the 2012-13 Budget and Authorizing Certain Amendments to the 2011-12 Budget.

6. Approve Contract with third party administrator, Carl Warren & Company (*Council*)

Recommendation:

- a) **Approve the attached contract with Carl Warren & Company for the administration of liability claims, and authorize the City Manager to execute a contract for services on behalf of the City.**

7. Approve an agreement with the City of Brea (Brea IT Solutions) for Information Technology Services (*Council*)

Recommendation:

- a) **Approve the Agreement with the City of Brea (Brea IT Solutions), to provide information technology assistance to the City of Bell and terminate the Agreement with the City's current provider.**

8. Approve Temporary Use Permits for Fireworks stands in the City of Bell for the year 2012 (*Council*)

Recommendation:

- a) **Review and approve the applications, and that the Mayor and City Council rule on the merits of the Applications.**

9. Approve Agreement for Solid Waste Management Services

Recommendation:

- a) **Approve an Agreement with Waste Systems Management for an Amount not to exceed \$47,340 for Solid Waste Management Services**

10. Approve Amendment to the Orangeline Development Authority Third Amended Joint Exercise of Powers Agreement

Recommendation:

- a) **Adopt Resolution No. 2012-48 (attached as Exhibit A) to approve the Orangeline Development Authority ("OLDA") Third Amended Joint Exercise of Powers Agreement ("Third Agreement") and authorize the Mayor to execute the Agreement.**

RESOLUTION NO. 2012-48 – A Resolution of the City Council of the City of Bell Adopting the Orangeline Development Authority Third Amended Joint Exercise of Powers Agreement.

Mayor and City Council Communications

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

Next Regular Meeting, Wednesday, July 18, 2012

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on June 15, 2012, at least seventy-two hours prior to the meeting as required by law.



Rebecca Valdez, CMC
City Clerk

MEETING OF THE

**BELL CITY COUNCIL/BELL COMMUNITY HOUSING AUTHORITY/SUCCESSOR AGENCY
TO THE BELL COMMUNITY REDEVELOPMENT AGENCY/BELL PLANNING COMMISSION/
BELL PUBLIC FINANCE AUTHORITY/BELL SURPLUS PROPERTY AUTHORITY/
BELL SOLID WASTE AUTHORITY**

June 20, 2012

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

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CITY OF BELL, CALIFORNIA

MINUTES OF THE

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/Bell Public Finance Authority/Bell Surplus Property Authority/Bell Solid Waste Authority/Planning Commission

June 6, 2012

**Bell Community Center
6250 Pine Avenue**

Call to Order by Mayor Saleh at 5:05 P.M.

Roll Call of the City Council in their capacities as Councilmembers/ Members of all Related Agencies:

Present: Mayor Saleh, Vice Mayor Alvarez, Councilman Harber and Councilwoman Quintana (4)

Absent: Councilman Valencia (1)*

Also Present: City Manager Willmore, Former ICAO Croce, City Attorney Aleshire and City Clerk Valdez

*Councilmember Valencia arrived during the Closed Session at 5:12 P.M.

Communications from the Public on Closed Session Items

The following individual addressed the City Council on Closed Session items:

Donna Gannon.

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) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association and Bell City Employees Association)
 - b) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (One potential case)

Reconvene Regular Meeting - 7:04:10 PM

Pledge of Allegiance was led by Bell Explorers.

City Attorney Report

The City Attorney reported that items 1a) and b) were discussed, and no reportable actions were taken.

Presentation of certificates to Bell High Students who received awards at the Academic Decathlon

Communications from the Public

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

Miguel Angel Lopez, Dennis Azevedo, Monica Gutierrez, Alida Montanez-Salas, Julia Juarez, Hilda Rodriguez, Carmen Bella, Ismael Morales, Alfred Areyan, Nora Saenz, Juliana Chico, Sandy Orozco

City Manager Appointment

2. a) Approval of Contract with City Manager Doug Willmore

Motion by Vice Mayor Alvarez, seconded by Councilwoman Quintana, to approve the Contract with City Manager Doug Willmore, was adopted by the following vote:

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

Motion Unanimously Passed.

- b) Swearing in of City Manager Doug Willmore

Consent Calendar

Recommendation: Approve items No. 3 through No. 6

3. Approval of Minutes of the City Council Special Meeting of May 21, 2012, and the Regular Meeting of May 16, 2012 ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority/Planning Commission)***
4. Approval of General Warrants and Community Housing Authority and Successor Agency to the Community Redevelopment Agency Warrants dated June 6, 2012. ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority)***

5. Adoption of Ordinance pertaining to the Establishment of Hours of Operation for all City Parks Facilities. **(Council)**

Recommendation: Adopt Ordinance No. 1187 (Second Reading).

(Introduction for reading of title presented at the Regular Meeting of May 16, 2012)

ORDINANCE NO. 1187. An Ordinance of the City Council of City of Bell, California, Establishing Hours of Operation at All City Parks Facilities.

Motion by Councilmember Quintana, seconded by Councilmember Valencia to approve the consent calendar Items No. 3 through 5 was adopted by the following votes:

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

Noes: None (0)

Abstained: None (0)

Absent: None (0)

Motion Unanimously Passed

Item No. 6 was pulled from the consent calendar for further discussion.

6. Continuation of Existing Bus Shelter Cleaning Contract

Motion by Councilmember Harber, seconded by Councilmember Quintana to approve the Amendment No. 5 to the City of Bell and Graffiti Protective Coatings, Inc. Agreement that authorizes the provision of bus shelter cleaning services for the period beginning July 1, 2010 through such time as the City completes the bid process for continuation of services and the chosen provider begins service and removing the three months' notice of termination, was adopted by the following vote:

Ayes: Councilmember Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh (5)

Noes: None (0)

Abstained: None (0)

Absent: None (0)

Motion Unanimously Passed

Business Calendar

7. Community Development Block Grant Administration Services Agreement Renewal

Motion by Councilmember Quintana, seconded by Councilmember Harber to approve the Agreement with SJC3 Consulting for Community Development Block Grant Program Administration Services for FY 2012-13 with an option for a one-year extension in an amount not to exceed \$46,080 annually was adopted by the following vote:

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

Motion Unanimously Passed

8. General Obligation Bond Workout Plan Implementation

Resolution No. 2012-46 – A Resolution of the City council of the City of Bell, California to Approve the Form of an Offer to Purchase and Related Documents and an Escrow Agreement and Providing for Matters Related Thereto.

Bill Statler, Pro-bono consultant, provided the presentation on this item. Discussion ensued among the City Council.

Motion by Councilmember Quintana, seconded by Councilmember Harber to Adopt Resolution No. 2012-46 implementing the General Obligation bond work-out plan approved by the City Council on December 14, 2011 was adopted by the following votes:

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

Noes: None(0)

Abstained: None (0)

Absent: None (0)

Motion Unanimously Passed

9. Consideration of waiving the thirty (30) day Open Period for filing a Challenging Petition and calling for an immediate representation election among employees in the new Unit (Non-Management, Non-Sworn) proposed to be represented by the Bell City Employees Association

Item No. 9 was removed from the agenda.

10. Consideration of Building and Safety Services Request for Proposal

Nancy Fong, Interim Director of Community Development gave a brief presentation on this item. Discussion ensued among the City Council.

Motion by Councilmember Quintana, seconded by Councilmember Harber to Approve the Request for Proposal (RFP) for Building and Safety Services; and, Authorize staff to issue and receive proposals for the Building and Safety Services was adopted by the following vote:

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

Noes: None (0)

Abstained: None (0)

Absent: None (0)

Motion Unanimously Passed

Motion by Councilmember Valencia, seconded by Vice Mayor Alvarez to include two members of the City Council in the Ad-hoc Committee was adopted by the following vote:

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

Noes: None (0)

Abstained: None (0)

Absent: None (0)

Motion Unanimously Passed

Public Hearing

11. 2012-13 Fiscal Year Proposed Budget (**Council, Related Agencies**)

Former ICAO Croce provided the presentation on this item. Discussion ensued among the City Council.

The Mayor opened the public hearing at 9:14:30 PM regarding the 2012-2013 Fiscal Year Proposed Budget (Council, Related Agencies)

The following individuals commented during the public hearing:

Jose Moreno, Alfred Areyan, Carmen Bella, Ismael Morales, Nora Saenz, Fernando Chavarria and Joe Carmona.

Hearing no further testimony on this item, the Mayor closed the public hearing at 9:30:31 PM.

City Attorney Aleshire thanked Arne Croce for his accomplishments.

Mayor and City Council Communications

Vice Mayor Alvarez

- Thanked Arne Croce for his work at the city.

Councilmember Valencia

- Announced that he attended a conference in Indian Wells through California Contract Cities and a Healthcare Conference through his regular work
- Announced that he attended the 100th year Celebration at Corona Elementary School and a Memorial Day Celebration.

Councilmember Quintana

- Encouraged residents to participate in the Relay for Life Event in Huntington Park on June 23, 2012
- Encouraged participation in the local advisory committee
- Requested to adjourn the meeting in memory of Ray Bradbury memory
- Announced that she attended a conference for Economic Development in Manhattan Beach

Mayor Saleh

- Announced that he attended the California Contract Cities Conference for a day
- Announced the upcoming events for the community

Adjournment 10:05 P.M.

City Council adjourned to a Special Meeting June 13, 2012. Next Regular Meeting, Wednesday, June 20, 2012

I, Rebecca Valdez, CMC, 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 June 6, 2012.

Rebecca Valdez, CMC
City Clerk

Ali Saleh, Mayor

CITY OF BELL

MINUTES OF THE SPECIAL MEETING OF THE

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/Bell Public Finance Authority/Bell Surplus Property Authority/Bell Solid Waste Authority

Wednesday, June 13, 2012

**Bell Community Center
6250 Pine Avenue**

Called to Order by Mayor Saleh at 6:05 P.M.

Pledge of Allegiance was led by Eduardo Cruz

Roll call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:

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

Absent: Valencia (1) *

Also Present: City Manager Willmore, Pro Bono Consultant Croce, Interim City Clerk Healy

* Councilmember Valencia arrived during the Study Session at 6:20 P.M.

Communications From The Public on Items on the Agenda

The following individuals addressed the Council on matters related to the compensation study or the City budget: Eduardo Cruz, Ismael Morales, Joe Carmona, Sandra Orozco, and Alma Rico

Prior to the opening of the study sessions, Mayor Saleh presented a plaque in appreciation of the service provided to the City by Bill Smith, who assisted the City pro bono in preparing the Solid Waste Franchise Request for Proposals and in evaluating the submitted proposals; The Mayor presented a second plaque in appreciation of the pro bono service provided in the area of Human Resources by David Hill, who worked closely with the City's consultant in developing the classification and compensation study.

Study Session

- Presentation of the Compensation Study by CPS HR

Dave Morgan, Project Manager, and Debbie Owen, Technical Advisor of CPS HR Consulting briefed the Council on the findings in the final draft of the Total Compensation Study prepared for the City of Bell by CPS HR Consulting. Ms. Owen presented an overview of labor market agencies selected for comparison purposes and also provided an overview of the Study results. Following the presentation, Council discussion ensued.

- Budget Review

Arne Croce, former Interim Chief Administrative Officer informed the Council that each City Department would be presenting a brief explanation of the department 2012-13 budget proposals including a summary of accomplishments achieved in 2011-12, a summary of department expenditures, department organizational chart, a summary of proposed personnel changes, and policy issues for the upcoming budget. Interim Chief Belcher presented the budget overview for the Police Department; Interim Community Services Director Kurita presented the budget for the Community Services Department; Interim Community Development Director Fong described the proposal for the Community Development Department; Interim co-Finance Director Lawrence detailed the accomplishments and proposed changes for the Finance Department. Mr. Croce presented the budget proposal for the Administrative functions of the City including the City Council, City Manager, City Clerk, and Personnel. Following each presentation, the City Council asked questions related to specific elements contained in the departmental budgets. With respect to the Community Services Department, the Council raised policy issues related to the summer hiring program, Skate Park staffing, and community services and programs.

Adjournment – 9:08 P.M.

**In Memory of
Lt. Michael Stark**

Next Regular Meeting, Wednesday, June 20, 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 June 20, 2012.

Interim City Clerk

General

**Warrants
(6/6-15/12)**

**City Council
Meeting of
June 20, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49962	06/06/12	120604	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 6/8/12	234,307.37
49963	06/06/12	120604	ANANCA LARIOS-PETTY CASH REIMB PETTY CASH REIMB-CITY HALL	775.01
49964	06/14/12	120604	VOID VOID-TEST PRINT	0.00
49965	06/14/12	120604	VOID VOID-TEST PRINT	0.00
49966	06/14/12	120604	EMPLOYMENT DEVELOPMENT DEPT. UNEMPLOYMENT INS-4TH QTR 2011	39,196.18
49967	06/14/12	120604	EMPLOYMENT DEVELOPMENT DEPT. UNEMPLOYMENT INS-1ST QTR 2012	27,404.00
49968	06/14/12	120604	EMPLOYMENT DEVELOPMENT DEPT. PAYROLL TAXES-1ST, 2ND, 3RDQTR11	4,053.27
49969	06/14/12	120604	AT&T MOBILITY TELEPHONE BILLING-4/21-5/20/12 BELL P. D. TELEPHONE BILLING-4/24-5/23/12 BELL P. D.	1,266.37
49970	06/14/12	120604	AT&T TELEPHONE BILLING-4/27-5/26/12 BELL P. D.	285.87
49971	06/14/12	120604	DELTA DENTAL SERVICE DENTAL INS ADM FEE-MAY'12 DENTAL INS CLAIMS-MAY'12	7,043.30
49972	06/14/12	120604	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES-NUEVA VISTA HARDWARE SUPPLIES-BCHA 6624 FLORA AVE #I HARDWARE SUPPLIES-HW PRGM 5162 FLORENCE AVE #3B HARDWARE SUPPLIES HARDWARE SUPPLIES-BCHA BELL MOBILE HOME PARK OFFICE HARDWARE SUPPLIES-BCHA 6624 FLORA AVE #I HARDWARE SUPPLIES-LB PARK HARDWARE SUPPLIES-LB PARK HARDWARE SUPPLIES-C CTR HARDWARE SUPPLIES-CCTR HARDWARE SUPPLIES-BCHA 6714 OTIS AVE HARDWARE SUPPLIES-BCHA 6714 OTIS AVE	913.16

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			HARDWARE SUPPLIES-HW PRGM 4911 BELL AVE HARDWARE SUPPLIES-NUEVA VISTA	
49973	06/14/12	120604	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES-BCHA 6624 FLORA AVE #I HARDWARE SUPPLIES-LB PARK HARDWARE SUPPLIES-LB PARK	56.56
49974	06/14/12	120604	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-JUN'12	1,076.25
49975	06/14/12	120604	VERMONT SYSTEMS, INC. COMPUTER PRGM SYS MAINT-CCTR COMPUTER PRGM SYS MAINT-CCTR	2,388.00
49976	06/14/12	120604	VISION SERVICE PLAN (CA) VISION INS ADM FEE-JUN'12 VISION INS CLAIMS-MAY'12	2,496.01
49977	06/14/12	120604	WRIGHT EXPRESS FSC GAS CONSUMPTION-4/29-5/30/12 BELL P. D.	9,356.97
49978	06/15/12	120604	VOID VOID-TEST PRINT	0.00
49979	06/15/12	120604	VOID VOID-TEST PRINT	0.00
49980	06/15/12	120604	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-4/23-5/22 5007 FLORENCE PED ELECTRICAL BILLING-5/3-6/4/12 6590 WILCOX PED ELECTRICAL BILLING-3/23-5/18 VARIOUS STREET LIGHT ACCOUNTS	7,296.51
49981	06/15/12	120604	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-5/23-6/22/12 BELL P. D.	3,915.40
49982	06/15/12	120605	AIMS, INC. HP LASERJET 8150N REPAIR-P. D.	456.66
49983	06/15/12	120605	ALL ACTION SECURITY SECURITY GUARD SVCS-5/1-15/12 SECURITY GUARD SVCS-5/16-31/12	1,690.50
49984	06/15/12	120605	AMERICAN RELIANCE INC. MOBILE PC MAINT-PATROL/BELL PD	71.46
49985	06/15/12	120605	AMERICAN RENTALS, INC. JANITORIAL SUPPLIES-CITY YARD	1,484.81

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49986	06/15/12	120605	AMERICAN SOCCER COMPANY, INC. SOCCER UNIFORMS SOCCER UNIFORMS SOCCER UNIFORMS	12,705.38
49987	06/15/12	120605	BETTY L. ATCHISON INSURANCE BENEFIT-JUN'12	75.00
49988	06/15/12	120605	AULA ATHLETIC CLUB REFEREE SVCS-5/28-6/10/12	800.00
49989	06/15/12	120605	AZTECA LANDSCAPE LANDSCAPE MAINT-MAY'12 LANDSCAPE MAINT-MAY'12	6,400.00
49990	06/15/12	120605	BELCHER & ASSOCIATES TUITION REIMB-5/7-9/12 INTERIM CHIEF OF PD-6/1-15/12	6,849.00
49991	06/15/12	120605	BELL SERVICE CENTER FLAT SERVICE FEE-MAY'12 VARIOUS REPAIRS-UNIT #356 MOUNT TIRES REPLACED UNITROL VARIOUS REPAIRS-UNIT #363 BRAKE LIGHT/MODULE VARIOUS REPAIRS-UNIT #334 LUBE/OIL/FILTER REPLACE AC CONDENSOR VARIOUS REPAIRS-UNIT #345 MOUNT TIRES REPLACE BRAKE LIGHT SWITCH VARIOUS REPAIRS-UNIT #355 MOUNT TIRES LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #325 REPLACE POWER STEERING PUMP VARIOUS REPAIRS-UNIT #344 MOUNT TIRES/REPLACE STARTER REPLACE MASTER CYLINDER CODE 3 LIGHTS/LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #352 DIAGNOSE NO START REMOVE CYLINDER HEAD REPLACE WATER PUMP VARIOUS REPAIRS-UNIT #337 MOUNT TIRES AUTOMATIC TRANSMISSION LUBE/OIL/FILTER	6,517.63
49992	06/15/12	120605	LISA BLANCO REFUND-BASEBALL/E. TUCKER	50.00
49993	06/15/12	120605	BURRO CANYON SHOOTING PARK	180.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			RANGE FEES-5/11, 5/17	
49994	06/15/12	120605	LUCIA CASTILLO BALLET INSTRUCTOR-5/7-6/11/12	724.00
49995	06/15/12	120605	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-JUN'12	500.00
49996	06/15/12	120605	MARIA CHAVEZ ASSESSMENT DISTRICT REFUND	132.48
49997	06/15/12	120605	CITY CLERKS ASSOCIATION OF CA 2012 CITY CLERKS HANDBOOK	40.00
49998	06/15/12	120605	CITY OF INGLEWOOD CITATION PROCESSING-APR'12	1,238.63
49999	06/15/12	120605	JERRY CLINE INSURANCE BENEFIT-JUN'12	75.00
50000	06/15/12	120605	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-MAY'12	96,389.66
50001	06/15/12	120605	CUMMINS CAL PACIFIC, LLC EMERGENCY GENERATOR MAINT	668.32
50002	06/15/12	120605	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-MAR'12	1,583.00
50003	06/15/12	120605	VINCENT DIAZ KUNG FU INSTRUCTOR-5/8-6/14/12	134.40
50004	06/15/12	120605	DOOLEY ENTERPRISES, INC. RANGE SUPPLIES-BELL P. D. RANGE SUPPLIES-BELL P. D	394.52
50005	06/15/12	120605	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PROGRM 4911 BELL AVE-R. GONZALES PAINT SUPPLIES-HANDYMAN PROGRM 5162 FLORENCE AVE #38-V. BAHENA PAINT SUPPLIES-HANDYMAN PROGRM 5162 FLORENCE AVE #38-V. BAHENA PAINT SUPPLIES-HANDYMAN PROGRM 6807 RIVER DR-TOPETE'S PAINT SUPPLIES-HANDYMAN PROGRM 4911 BELL AVE-R. GONZALES PAINT SUPPLIES-HANDYMAN PROGRM 5162 FLORENCE AVE #38 PAINT SUPPLIES-HANDYMAN PROGRM 6807 RIVER DR-TOPETE'S	1,194.26
50006	06/15/12	120605	ECHO FIRE PROTECTION CO. ANSUL FIRE SYS SERVICE-C. CTR	126.10

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50007	06/15/12	120605	EMERGENCY RESPONSE CRIME SCENE CLEANING & DISINFECTING SVCS BELL P. D. JAIL FACILITY	500.00
50008	06/15/12	120605	EWING & BELAND, INC. WEBSITE UPDATES-MAR'12 WEBSITE UPDATES-APR'12	535.50
50009	06/15/12	120605	NORDIS PARENTE CASH RECEIPTS-C. H/LB PK/BMHP FVMHP FIELD INTERVIEW CARD-BELL P. D.	2,665.38
50010	06/15/12	120605	JOSE A. FIGUEROA REFUND-SOCCER/A. FIGUEROA	40.00
50011	06/15/12	120605	FIRST STUDENT TRANSP SVCS-C. CTR-06/11/12 DODGERS STADIUM	375.94
50012	06/15/12	120605	ODETT FUENTES REFUND-SOCCER/J. FUENTES	40.00
50013	06/15/12	120605	GRAFFITI CONTROL SYSTEMS GRAFFITI REMOVAL SVCS-MAY'12	7,275.00
50014	06/15/12	120605	GRAFFITI PROTECTIVE COATINGS SIDEWALK STEAM CLEANING-FEB'12 FUEL SURCHARGE-FEB'12 SIDEWALK STEAM CLEANING-MAR'12 FUEL SURCHARGE-MAR'12 SIDEWALK STEAM CLEANING-APR'12 FUEL SURCHARGE-APR'12 BUS SHELTER CLEANING-MAR'12 FUEL SURCHARGE-MAR'12 BUS SHELTER CLEANING-FEB'12 FUEL SURCHARGE-FEB'12 BUS SHELTER CLEANING-APR'12 FUEL SURCHARGE-APR'12 GRAFFITI REMOVAL SVCS-FEB'12 FUEL SURCHARGE-FEB'12 STREET SWEEPING-MAR'12 FUEL SURCHARGE-MAR'12 STREET SWEEPING-APR'12 FUEL SURCHARGE-APR'12	78,864.00
50015	06/15/12	120605	CHASE HUNGERFORD REFUND-T. U. P #2012-05 DEPOSIT	500.00
50016	06/15/12	120605	INTEGRATED OFFICE TECHNOLOGY COPIER SUPPLIES-CITY HALL TONER/DRUM KIT	351.21
50017	06/15/12	120605	INTERWEST CONSULTING GROUP INC	363.32

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
PLAN REVIEW SERVICES-APR'12				
50018	06/15/12	120605	INTOXIMETERS INC. DRYGAS/REGULATOR-BELL P. D.	329.03
50019	06/15/12	120605	RAGUEL ISORDIA REFUND-HALL RENTAL DEPO 5/19	300.00
50020	06/15/12	120605	ART JIMENEZ SUBSISTENCE-7/19-21/12 LODGING-7/19-21/12	389.24
50021	06/15/12	120605	JOBS AVAILABLE INC. AD-6/5/12 RECREATION SUPERVISOR	280.00
50022	06/15/12	120605	JUST TIRES TIRES-BELL P. D.	715.09
50023	06/15/12	120605	LEAD TECH ENVIRONMENTAL LEAD TESTING-7023 CALIFORNIA	206.00
50024	06/15/12	120605	M. F. HUSEBY CO. INC. LOCKER-DETECTIVE EQUIP/P. D.	179.44
50025	06/15/12	120605	MARQUEZ IRON WORKS FENCE-FLORENCE/CHANSLOR	1,200.00
50026	06/15/12	120605	MARIA MARTINEZ REFUND-SOCCER/C. MARTINEZ	50.00
50027	06/15/12	120605	ROCIO MARTINEZ REFUND-SOCCER/D. MARTINEZ	40.00
50028	06/15/12	120605	MCAFEE VIRUS/RECOVERY SERVICES ANNUAL BILLING-5/1/12-4/30/13	1,314.00
50029	06/15/12	120605	MEDINA CONSTRUCTION SIDEWALK REPAIRS-CORONA AVE 6235, 6248, 6249, 6310, 6316 CONST/MAINT SVCS-4867 BECK LANDSCAPING MAINT-JUN'12 PW/GEN MAINT SVCS-JUN'12 LANDSCAPING MAINT-JUN'12	37,525.00
50030	06/15/12	120605	MENDOZA CONTRACTING VARIOUS REPAIRS-HOUSING REHAB 7023 CALIFORNIA AVE-J. MARTINEZ VARIOUS REPAIRS-HOUSING REHAB 7023 CALIFORNIA AVE-J. MARTINEZ	17,340.00
50031	06/15/12	120605	ALEJANDRO MIRANDA REFUND-HALL RENTAL DEPO 5/18	200.00
50032	06/15/12	120605	ANTHONY MIRANDA	279.87

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			LODGING REIMB-5/7-9/12	
50033	06/15/12	120605	NEXTEL COMMUNICATIONS CELLULAR BILLING-4/2-5/1/12 BCHA/BELL P. D.	242.62
50034	06/15/12	120605	DFSI COPIER LEASE-6/1-30/12 PYMT#37	443.70
50035	06/15/12	120605	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES 4/1-30/12 COMMUNITY CENTER COPIER MAINT/SUPPLIES 4/1-30/12 LB PARK COPIER MAINT/SUPPLIES 2/1-4/30/12 BELL P. D. COPIER MAINT/SUPPLIES 5/1-6/30/12 VETS PARK COPIER USAGE-BELL P. D. 4/1-30/12 COPIER USAGE-BELL P. D. 4/1-30/12 COPIER MAINT/SUPPLIES 4/1-30/12	527.28
50036	06/15/12	120605	OLDTIMERS FOUNDATION PARATRANSIT SVCS-MAY'12	39,219.20
50037	06/15/12	120605	ORANGELINE DEVELOPMENT OLDA ANNUAL MEMBERSHIP FY12-13	3,915.00
50038	06/15/12	120605	PLAN REVIEW CONSULTANTS, INC. PLAN CHECK SVCS-PC#458B1	223.10
50039	06/15/12	120605	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C. CTR	39.75
50040	06/15/12	120605	PRIORITY MAILING SYSTEMS LLC MAINT BILLING-7/1/12-6/30/13 POSTAGE MACHINE	421.00
50041	06/15/12	120605	QUICK DISPENSE MISC SUPPLIES-BELL P. D. MISC SUPPLIES-CITY HALL MISC SUPPLIES-BELL P. D.	481.36
50042	06/15/12	120605	QUILL CORPORATION OFFICE SUPPLIES-P. D. OFFICE SUPPLIES-P. D. OFFICE SUPPLIES-CAO OFFICE SUPPLIES-P. D. OFFICE SUPPLIES-FINANCE	1,946.94
50043	06/15/12	120605	RELIA-TECH SVC CALL-HARD DRIVE/BELL P. D.	892.29

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SVC CALL/EQUIP-BACK UP SERVER LITTLE BEAR PARK	
50044	06/15/12	120605	RIO HONDO COLLEGE DRIVING/FORCE OPTIONS SIMULATO JA/JB/JE/BR	632.00
50045	06/15/12	120605	JOSEFINA RIVAS AEROBICS INSTRUCTOR-5/7-6/14	1,184.00
50046	06/15/12	120605	STATEWIDE TRANSCRIPTION SVCS TRANSCRIPTION SVCS-P. D. 5/9/12 & 5/14/12	96.25
50047	06/15/12	120605	U. S. HEALTH WORKS BASIC PHYSICAL-5/1/12 V. R.	35.00
50048	06/15/12	120605	UNITED SITE SERVICES FENCE RENTAL-4/25-5/22/12 RSAP	357.18
50049	06/15/12	120605	PEDRO VACA GARCIA REFUND-HALL RENTAL DEPO 5/26	300.00
50050	06/15/12	120605	HENRY VASQUEZ SOLID WASTE REFUND-2005-2010	1,624.10
50051	06/15/12	120605	WELLS LOCK & KEY SVC CALL-LBP LOCK-RANGE/BELL P. D.	90.00
50052	06/15/12	120605	YOUNGBLOOD & ASSOCIATES POLYGRAPH EXAM-5/24/12 C. V.	200.00
50053	06/15/12	120605	ZEE MEDICAL, INC. MEDICAL SUPPLIES-BELL P. D.	12.26
TOTAL	92 CHECKS			687,052.09
W0000688	06/08/12	120606	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-JUN'12	104,147.53
W0000689	06/12/12	120606	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 6/8/12	10,710.91
W0000690	06/15/12	120606	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-6/8 NORMAL/HOLIDAY	59,611.54

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL		3 WIRES		174,469.98
TOTAL				861,522.07

**BCHA 1 -
Bell Community
Housing Authority
(Rental Units)**

**Warrants
(6/14-15/12)**

**City Council
Meeting of
June 20, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1897	06/14/12	120624	VOID VOID-TEST PRINT VOID-TEST PRINT	0.00
1898	06/14/12	120624	VOID VOID-TEST PRINT VOID-TEST PRINT	0.00
1899	06/14/12	120624	GOLDEN STATE WATER COMPANY WATER BILLING-4/25-5/24/12 6327 PINE AVE-BCHA WATER BILLING-4/24-5/23/12 6419 PROSPECT AVE-BCHA WATER BILLING-4/20-5/21/12 4207 BELL AVE-BCHA	736.57
1900	06/14/12	120624	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-4/26-5/25 6419 PROSPECT AVE-BCHA	3.21
1905	06/15/12	120625	VOID VOID-TEST PRINT	0.00
1906	06/15/12	120625	VOID VOID-TEST PRINT	0.00
1907	06/15/12	120625	JAVIER CASTILLO GARDENING SVCS-MAY '12 VARIOUS LOCATIONS-BCHA	1,060.00
1908	06/15/12	120625	DUNN-EDWARDS CORP. PAINT SUPPLIES-6624 FLORA #1 BCHA	91.40
1909	06/15/12	120625	HECTOR ENRIQUE GIRON LUNA GARDENING SVCS-MAY '12 VARIOUS BCHA PROPERTIES	1,050.00
1910	06/15/12	120625	WELLS LOCK & KEY SERVICE CALL/REKEY LOCKS 6633 1/2 PINE AVE-BCHA	110.00
TOTAL	10 CHECKS			3,051.18

**BCHA 2-
Bell Community
Housing Authority
(Mobile Home Parks)**

**Warrants
(6/14-15/12)**

**City Council
Meeting of
June 20, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1901	06/14/12	120634	THE GAS COMPANY GAS BILLING-4/13-5/14/12 5246 FLORENCE AVE-FVMHP GAS BILLING-4/13-5/14/12 5162 FLORENCE AVE-FVMHP	913.97
1902	06/14/12	120634	GOLDEN STATE WATER COMPANY WATER BILLING-4/23-5/21/12 4874 GAGE AVE-BMHP	192.44
1903	06/14/12	120634	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/3-6/1/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-5/3-6/1/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-4/27-5/30 5162 FLORENCE AVE-FVMHP	3,918.46
1904	06/14/12	120634	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-4/27-5/30 5162 FLORENCE AVE-FVMHP	4,393.57
1911	06/15/12	120635	G. T. CONSTRUCTION & LANDSCAPING GARDENING SVCS-MAY'12 BMHP GARDENING SVCS-MAY'12 FVMHP	3,380.00
1912	06/15/12	120635	BETSY GARCIA MANAGEMENT SVCS-JUN'12 BMHP	585.00
1913	06/15/12	120635	JAIME MORA LEPE JANITORIAL SVCS-MAY'12 BMHP	1,080.00
1914	06/15/12	120635	MEDINA CONSTRUCTION LANDSCAPE MAINT-MAY'12 BMHP/FVMHP	11,225.00
1915	06/15/12	120635	METERMAN SERVICES, INC METER READING-JUN'12 FVMHP METER READING-JUN'12 BMHP	868.77
1916	06/15/12	120635	PETERSEN POOL & SPA POOL MAINT/SUPPLIES-MAY'12 5162 FLORENCE AVE-FVMHP	335.00
1917	06/15/12	120635	QUILL CORPORATION OFFICE SUPPLIES-FVMHP	206.50
TOTAL	11 CHECKS			27,098.71

**City of Bell
Agenda Report**

DATE: June 20, 2012

TO: Mayor and Members of the City Council

FROM: Pamela S. Easter, Co Interim Finance Director

APPROVED

BY:



Doug Willmore, City Manager

SUBJECT: Authorization for the City Manager to renew the City's Excess Liability Coverage with Lexington Insurance Company (Chartis)

RECOMMENDATION:

That the City Council give authorization to the City Manager to renew the City's annual Excess Liability coverage with our current carrier, Lexington Insurance Company (Chartis).

DISCUSSION/BACKGROUND:

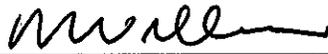
The City of Bell is self insured for its basic insurance coverage, such as workers' compensation and liability. However, the City also contracts for excess insurance coverage to cover larger, "catastrophic" incidents. We work with our broker, Willis Insurance Services of California, on items related to this coverage as well as annual renewals. Currently, our excess umbrella excess coverage is from \$250,000 to \$20,000,000. The exception is for employment practice liability, the coverage begins at \$1,000,000.

For the upcoming 2012-13 Fiscal Year, Willis Insurance Services has again gone out to bid for continuation of our excess liability coverage. Six bids were solicited. Only our current carrier, Lexington Insurance Company (Chartis), provided a bid. The good news is that the premium for continuing our current coverage of \$250,000 deductible up to \$20,000,000 has gone down by 13%. This upcoming year, the cost of this excess coverage will be reduced to \$278,775 from \$311,881. This bid also includes a \$1,000,000 employee practice liability deductible. It does not include terrorism coverage.

City of Bell
Agenda Report

DATE: June 20, 2012
TO: Mayor and Members of the City Council
FROM: Doug Willmore, City Manager

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: 2012-13 Proposed Budget

Recommendation

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ADOPTING THE 2012-13
BUDGET AND AUTHORIZING CERTAIN AMENDMENTS TO THE 2011-12 BUDGET**

Background

In May, 2012, staff prepared the Proposed 2012-13 City of Bell Budget. The Proposed Budget was published on May 25 and was scheduled for adoption on June 20. On May 25, a copy of the budget was also made available to the public on the City's website. On May 6, a public hearing provided the public with an opportunity to comment on the Proposed Budget as required by the Bell City Charter. On May 13, the City Council held a public study session and all city departments gave oral presentations on their respective budgets to the City Council and to the community.

The 2011-12 Budget adopted in August 2011 by the City Council for the current year was a "bridge budget", intended to sustain basic City functions until a budget that more accurately reflected, after organizational review and analysis, the resource requirements to sustain services in the long term. On February 22, 2012 the Council was presented with a five-year financial forecast for the General Fund prepared by consultant Bill Statler. This forecast was the starting point for developing the budget for 2012-13. That same evening, the City Council was presented with the 2011-12 Midyear Budget Review.

Discussion

Nothing about Bell's budget has been "normal" in recent years. Until the current fiscal year, budgets reflected excessive compensation for select administrators and City Councilmembers. The 2011-12 Budget does not include the true cost of providing services to the Bell community in a normal setting. On one hand, expenditures are understated by not budgeting for essential management positions and replacement of service infrastructure. On the other hand, the 2011-12 and the 2012-13 Budgets continue to include very high legal and audit costs necessary for the City to dig out of the wreckage left

from the past corruption; these costs are not expected to continue at such extraordinary levels as the various legal issues are resolved and audits are completed.

Staff has prepared a budget for 2012-13 that attempts to accurately present the requirements of the City to maintain services and reflect the needs and desires of the community to the extent possible. The proposed 2012-13 Proposed Budget continues to respond to the extraordinary costs associated with the scandal. The beginning and ending available fund balances may also be impacted by the results of the independent audits being conducted for the 2009-10 and 2010-11 fiscal years.

During this 2012-13 budget development process, the revenues, expenditures and transfers for the 2011-12 Budget were also reviewed and certain recommended changes were included. Below are the recommended budgets for Fiscal Years 2011/12 and 2012/13:

	<u>F.Y. 2011/12</u>	<u>F.Y. 2012/13</u>
<u>General Fund</u>		
Revenue	\$ 11,171,960	\$ 12,703,525
Expenditures	\$ 10,344,104	\$ 11,060,621
Net Transfers	<u>(\$ 1,344,771)</u>	<u>(\$ 1,618,056)</u>
Change in GF Balance	<u>(\$ 643,627)</u>	<u>\$ 24,848</u>
<u>All Other Funds</u>		
Revenue	\$ 17,896,643	\$ 15,583,530
Expenditures	\$ 19,341,126	\$ 37,332,552
Net Transfers	<u>\$ 1,344,771</u>	<u>\$ 1,618,056</u>
Change in GF Balance	<u>(\$ 99,712)</u>	<u>(\$ 20,130,966)</u>

It should be noted that the General Obligation Bond workout is included in the \$37 million in expenditures for 2012/13 in All Other Funds.

Potential Bright Spots

The City has the potential to receive one-time funds as a result of recovery from key actors in the Bell scandal. The District Attorney's criminal prosecution seeks restitution from the Bell 8, as does the Attorney General's lawsuit. The City is pursuing recovery from the former Best, Best and Krieger, former City Attorneys and the former outside auditors. The potential for recovery is several million dollars. Although it is likely the City will receive some recovery it is not possible to estimate the amount at this time and such funds cannot be used to balance the City's budget for the coming fiscal year.

The 2012-13 Proposed Budget document is currently available to the public. The 2012-13 Adopted Budget document will be prepared once the budget resolution has been approved and should be available to the public and staff by July 1. The only differences in the two versions, unless the City Council should elect to make changes prior to adoption, will be that certain typographical errors will be corrected and the Adopted Budget will include a copy of the approved resolution. There will also be a Spanish version of the budget prepared for the public's use.

The resolution being presented also includes authorization provisions for amending the 2012-13 Budget and certain budget carryover authority to enable a smooth transition from 2011-12 to 2012-13 from a budgeting perspective.

Conclusion

The bottom line is that the next few years will be challenging as the City absorbs the financial toll required to address the legacy of the scandal. Looking beyond these next few years, the City has great potential of achieving and maintaining service and financial stability. A rebuilding of the sales tax base, implementation of an alternative policing strategy and careful management of compensation costs would put the City on sound future financial footing. Recovery of losses resulting from the scandal would provide revenue to address the short-term extraordinary expenditures, rebuild key reserves and, if sufficient, fund some community improvements.

RESOLUTION NO. 2012-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ADOPTING THE 2012-13 BUDGET AND AUTHORIZING CERTAIN AMENDMENTS TO THE 2011-12 BUDGET

The City Council of the City of Bell resolves as follows:

SECTION 1: The City Council finds and declares as follows:

The City Council held a public hearing on June 6, a budget workshop on June 13, and a public meeting on June 20 to review, consider, and deliberate upon the proposed 2012-13 Budget as well as to hear any public comments.

SECTION 2: The City Council adopts Budget for 2012-13. The budget for 2012-13 as shown in Exhibit A is hereby adopted.

SECTION 3: Appropriation for 2012-13. The amounts shown on Exhibit A which are necessary to fund the operating programs and the Capital Improvements Program for the City of Bell during 2012-13 are hereby appropriated from the unappropriated fund balances anticipated to be available on July 1, 2012, and from the estimated revenues and transfers in to be received during the fiscal year beginning July 1, 2012, and ending June 30, 2013.

SECTION 4: Authorized Interfund Transfers for 2012-13. The transfers from one fund to another as shown on Exhibit A for 2012-13 are hereby authorized.

SECTION 5: Amended Budget for 2011-12. The 2011-12 budget as amended and shown on Exhibit A, including adjustments to revenues, expenditures and transfers is hereby authorized.

SECTION 6: City of Bell Budget Authority. The City Council authority of the adopted budget shall be for the City as a whole and it is hereby mandated that a change of appropriation in total shall be subject to approval of the City Council.

SECTION 7: Administrative Budget Authority. It is hereby declared that, in addition to the City Council's level of authority, there is a need for a level of administrative authority over the adopted budget. The City Manager, therefore, shall have the administrative authority to approve appropriation transfers between expenditure line-item accounts as long as the funding source for the line-item from which the appropriation is being transferred is a legal funding source for the new anticipated use.

SECTION 8: Budget Carryovers. It is hereby approved that all appropriations for 2011-12 shall lapse June 30, 2012 and any remaining amounts shall be credited against their respective fund balances except for:

A. Any unexpended but encumbered amounts for specific purchase orders outstanding at the end of 2011-12; and

B. Any unexpended appropriations for incomplete capital projects in the capital budget at the end of 2011-12; and

C. Any unrealized revenues and unexpended appropriations for grants at the end of 2011-12.

And, that for these exceptions, the City Manager shall have the authority to approve these appropriation carryovers from 2011-12 into 2012-13; and that such carryovers may be made without further City Council action, since prior authorization has been given for these revenue adjustments and appropriations.

SECTION 9: Effective Date. This Resolution shall take full force and effect on July 1, 2012, after its adoption by the City Council.

ADOPTED AND APPROVED THIS 20TH DAY OF JUNE 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATION OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing Resolution No. 2012-47 is the original resolution adopted by the Bell City Council at its regular meeting held on the 20th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, City Clerk

City of Bell
FY 2012-2013 Budget
Projected Fund Balance - All Funds
ATTACHMENT A

FUND NUMER AND NAME	Projected Available (Unassigned) Fund Balance 6/30/2011 *	Recommended Amended Budget FY 2011-12			Budgeted Available (Unassigned) Fund Balance 6/30/2012
		Revenues	Expenditures	Net Transfers	
01 General	1,693,629	11,171,960	10,344,104	(1,344,771)	1,176,714
03 AQMD	164,180	45,100	3,400	0	205,880
04 Gas Tax	2,191,837	1,221,790	1,413,140	(210,220)	1,790,267
06 Retirement	178,882	2,405,561	2,082,490	(501,541)	412
08 Sanitation	1,257,676	1,692,560	1,608,040	(168,850)	1,173,346
09 Sewer	537,769	352,120	81,630	(35,100)	773,159
10 Recycling	508,243	484,070	891,170	(46,400)	54,743
14 Bikeway	(1,618)	18,730	0	0	17,112
17 Solid Waste & Recycle Auth.	0	0	0	0	0
18 Public Financing Authority	(14,192)	0	1,132,300	1,146,492	0
19 Surplus Property Authority	413,964	739,340	10,000	(829,340)	313,964
20 Successor Agency Admin.	(39,604)	0	150,000	0	(189,604)
21 Successor Agency Tax Increment	(1,921,834)	2,486,380	0	(2,486,380)	(1,921,834)
22 Successor Agency Low/Mod Hsg	5,098,839	0	0	0	5,098,839
23 Successor Agency Debt Service	(2,330,819)	0	2,020,569	2,486,380	(1,865,008)
30 Comm. Develop. Block Grant	(36)	918,656	918,620	0	0
32 Grants Fund	261,054	397,630	359,730	0	298,954
45 Lighting & Landscaping	541,239	543,770	394,984	(54,270)	635,755
50 Capital Projects	20,206,539	0	68,792	(632,470)	19,505,277
55 Cable TV / JPA	64,665	0	0	0	64,665
67 Measure R	571,619	332,800	0	0	904,419
68 Proposition C	1,327,559	443,740	134,500	0	1,636,799
70 Proposition A	472,226	579,960	532,900	0	519,286
71 Asset Forfeiture	267,722	229,436	68,156	0	429,002
72 COPS	213,784	100,000	89,381	0	224,403
74 Justice Assistance Grant	16,848	0	13,074	0	3,774
85 Risk Management	236,175	0	2,164,000	2,044,000	116,175
89 General Obligation Bonds	0	2,100,000	2,732,470	632,470	0
90 BCHA Operating	383,562	2,778,000	1,173,080	(1,298,700)	689,782
91 BCHA Capital Projects	795,081	0	0	0	795,081
92 BCHA Debt Service	0	0	1,298,700	1,298,700	0
Total	33,094,989	29,041,603	29,685,230	0	32,451,362

* Unaudited

City of Bell
FY 2012-2013 Budget
Projected Fund Balance - All Funds
ATTACHMENT A

FUND NUMER AND NAME	Budgeted Available (Unassigned)	FY 2012-13			Budgeted Available (Unassigned)
	Fund Balance 6/30/2012	Budgeted Revenues	Budgeted Expenditures	Budgeted Net Transfers	Fund Balance 6/30/2013
01 General	1,176,714	12,703,525	11,060,621	(1,618,056)	1,201,562
03 AQMD	205,880	45,100	172,600	(14,447)	63,933
04 Gas Tax	1,790,267	1,589,951	1,083,520	(292,901)	2,003,797
06 Retirement	412	2,417,351	2,317,240	(83,796)	16,727
08 Sanitation	1,173,346	390,000	287,130	(24,019)	1,252,197
09 Sewer	773,159	352,115	754,150	(63,121)	308,003
10 Recycling	54,743	0	0	0	54,743
14 Bikeway	17,112	19,125	0	0	36,237
17 Solid Waste & Recycle Auth.	0	0	0	0	0
18 Public Financing Authority	0	0	1,157,186	1,157,186	0
19 Surplus Property Authority	313,964	0	0	(313,802)	162
20 Successor Agency Admin.	(189,604)	0	250,020	439,624	0
21 Successor Agency Tax Increment	(1,921,834)	2,486,380	0	(564,546)	0
22 Successor Agency Low/Mod Hsg	5,098,839	0	0	(422,680)	4,676,159
23 Successor Agency Debt Service	(1,865,008)	0	2,018,019	547,603	(3,335,425)
30 Comm. Develop. Block Grant	0	927,720	927,720	0	0
32 Grants Fund	298,954	569,400	447,000	0	421,354
45 Lighting & Landscaping	635,755	473,000	683,180	(33,242)	392,333
50 Capital Projects	19,505,277	0	17,892,300	(1,112,977)	500,000
55 Cable TV / JPA	64,665	0	0	0	64,665
67 Measure R	904,419	330,000	331,847	(27,775)	874,797
68 Proposition C	1,636,799	440,000	675,350	(56,526)	1,344,923
70 Proposition A	519,286	584,340	1,044,388	(48,326)	10,912
71 Asset Forfeiture	429,002	0	233,746	0	195,256
72 COPS	224,403	100,000	312,768	0	11,635
74 Justice Assistance Grant	3,774	15,648	15,648	0	3,774
85 Risk Management	116,175	0	1,877,401	1,761,226	0
89 General Obligation Bonds	0	2,150,000	2,148,405	1,112,977	1,114,572
90 BCHA Operating	689,782	2,693,400	1,404,240	(1,641,096)	337,846
91 BCHA Capital Projects	795,081	0	0	0	795,081
92 BCHA Debt Service	0	0	1,298,695	1,298,695	0
Total	32,451,362	28,287,055	48,393,173	0	12,345,245

* Unaudited

City of Bell Agenda Report

DATE: June 8, 2012

TO: Mayor and Members of the City Council

FROM: Pam Easter, Co Interim Financial Director; and
Glen E. Tucker, Esq.

APPROVED BY: 
Douglas Willmore, City Manager

SUBJECT: Approve Contract with third party administrator, Carl Warren & Company.

RECOMMENDATION:

That the City Council consider and approve the attached contract with Carl Warren & Company for the administration of liability claims, and authorize the City Manager to execute a contract for services on behalf of the City.

BACKGROUND:

Since approximately September of 2011, litigation attorneys from Aleshire & Wynder have been involved in the investigation of liability claims against the City. However, these endeavors may be performed at a much lower hourly rate by qualified investigators/adjusters. To this end, the City has been in contact with Carl Warren & Company, a preeminent third party administrator specializing in the administration of public entity claims ("Carl Warren").

ANALYSIS AND DISCUSSION:

Carl Warren manages claims related to general liability, automobile, property, wrongful acts and subrogation and others. Carl Warren has agreed in principle to a maximum yearly contract in the amount of \$50,000.00 billed at a rate of \$65.00 an hour. Of note, Carl Warren currently serves as a third party administrator for the California Joint Powers Insurance Authority ("JPIA").

It is important to point out that if the City desires to become a member of the JPIA, the efficient handling of claims by the City will be scrutinized by any such authority, and with the third party administration duties being contracted to Carl Warren, it is the opinion of litigation counsel that this will be looked upon favorably. The Aleshire & Wynder law firm has dealt with Carl Warren in several of their city clients, including Carson, Lawndale, Palm Springs, Signal Hill and others. The overall experience with Carl Warren & Company in terms of claims handling per practices has been extremely satisfactory.

ATTACHMENTS: Contract
Flyers from Carl Warren & Company



THIRD PARTY CLAIMS ADMINISTRATION CONTRACT

THIS AGREEMENT, entered into on _____, 2012 by and between **CITY OF BELL**, hereinafter called "PRINCIPAL" or "CITY," and **CARL WARREN & COMPANY**, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

WITNESSETH

WHEREAS, PRINCIPAL has undertaken to self-insure and is in need of a qualified third party to whom to delegate the responsibilities and duties of administering said partially or totally self-insured insurance program, and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

1. GENERAL

CONTRACTOR shall: (a) supervise and administer the Self-Insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the term of this Agreement all the services more particularly set forth hereinafter.

2. INVESTIGATIVE SERVICES

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; (b) obtain police or other official reports; (c) obtain medical reports from claimants, their doctors or their attorneys; (d) obtain wage loss information from claimants, their employers or their attorneys; and (e) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, recording written and oral statements from CITY employees, claimants, and witnesses; determination of losses and other such investigative services necessary to determine liability and loss but not to include Allocated Expenses and extraordinary professional services set forth below.

3. SETTLEMENT AUTHORITY

CONTRACTOR shall have discretionary settlement authority up to \$ 0. Authority for settlement of all claims will be requested by CONTRACTOR from the Finance Director, or other designated liaison at the discretion of the City Manager.

To expedite the resolution of minor claims the City of Bell's City Council will extend authority pursuant to Government Code sections 935-935.8 to City Staff, including the Finance Director. The dollar amount of such delegated authority is to be \$7,500.00.

4. CLAIMS ADJUSTMENT SERVICES

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims; (c) CONTRACTOR shall make a recommendation as to any corrective action the PRINCIPAL should take to limit future liability; and (d) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. Specific service instructions may be added to this contract as an exhibit. If subrogation is pursued, the rates in Section 8 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

5. ADMINISTRATIVE SERVICES

CONTRACTOR shall provide at least the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) provide initial response on behalf of PRINCIPAL to all legal claims for money damages, including but not limited to, rejection letters and notices of insufficiency (such claims will be submitted to CONTRACTOR by PRINCIPAL by emailing them to publicentityclaims@carlwarren.com); (c) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (d) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel at no charge to PRINCIPAL for quarterly meetings) shall be provided by CONTRACTOR.

6. LEGAL SUPPORT SERVICES

CONTRACTOR shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning

claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes. It is understood between the Parties that the Aleshire & Wynder, Bell's City Attorney serves as PRINCIPAL's legal counsel ("City Attorney"). The Parties recognize that the City Attorney will identify the handling attorney of each claim to CONTRACTOR and it will keep contact with that attorney regarding investigation, discovery and other pre-trial tasks in the defense of any claim.

7. PERIOD OF AGREEMENT

The initial term of this Agreement shall commence on **August , 2012** and remain in effect continuously through August _____, **2013**. A subsequent and new Agreement will be entered by and between CONTRACTOR and PRINCIPAL.

8. CONSIDERATION

Contract Sum. For the services rendered pursuant to this Agreement, CONTRACTOR shall be compensated in accordance with the Schedule of Compensation listed below, but not exceeding the maximum annual contract amount of Fifty Thousand Dollars (\$50,000.00) ("Contract Sum"). If it becomes apparent to the either of the Parties that this amount will be exceeded, the Parties shall meet and confer as soon as practicable to adjust the Contract Sum.

PRINCIPAL agrees to pay, effective August_____, **2012**, the following claim handling fees for CONTRACTOR'S services:

<u>Time & Expense</u>	<u>Fees</u>
Services	\$65.00 per hour
Telephone/Fax	10% of Service
Mileage (each way)	IRS rate
Photocopies	.25 per page
Stenographic	\$5.00 per page
Photographs	\$2.50 each
Duplicate Photographs	\$1.50 each
Cassettes	Included
Office Expense (inc reg postage)	25% of Service
Set up fee	\$35.00
Data Processing	\$35.00 per suffix (i.e. per line entry)
1099 Preparation	Included
Index (per submission)*	\$18.00 each
MMSEA**	\$4.85 per filing
Allocated Expenses***	At Cost
Incident Only Reporting****	\$50.00
RMIS*****	\$1,000 annual fee

* Index includes Insurance Services Office (ISO) Claims Search and OFAC (a/k/a "pay no terrorist").

** MMSEA is the Medicare set aside filing fee.

*** As listed in paragraph 2, above.

**** Incident reports not requiring claimant contact or investigation will be reviewed and entered into an incident report log for \$50.00 per incident if PRINCIPAL so requests.

***** As mentioned above, there is an annual RMIS administrative fee of \$1,000 for loss run/mycarlwarren.com set up which is due when the contract is signed. The loss run reports will be provided to PRINCIPAL by CONTRACTOR on a monthly basis, which will include information on open claims, reserves, and closed claims for the preceding two years.

Unless a multi-year contract term is in effect, this fee schedule shall be subject to negotiations between PRINCIPAL and CONTRACTOR at no less than one (1) year intervals following the effective date of the Agreement. Charges for non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

Regarding Allocated Expenses, CONTRACTOR shall provide PRINCIPAL with the name, address and contact information and billing rates for outside service with the exception of generic automobile material damage appraisers retained at the discretion of the adjuster to appraise property damage in excess of \$1,000, PRINCIPAL shall approve all outside services prior to the retention of those services by CONTRACTOR and PRINCIPAL agrees to pay for the cost of all reasonable and supportable extraordinary services and costs, such as professional photography, police reports, independent medical examinations, professional engineering services, accident reconstruction experts, process service, messenger service, court reporters, vocational rehabilitation experts, structured settlement consultants, translators, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR, with the approval of PRINCIPAL, shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure.

PRINCIPAL agrees to pay charges for outside adjusters other than CONTRACTOR'S adjusters and file related expenses such as medical reports, police reports, etc. on a pass through basis with no additional fees added.

CONTRACTOR agrees not to bill PRINCIPAL for travel to and from the CITY to attend quarterly claims supervisory meetings. CONTRACTOR agrees to handle claims in conformity with its Gold Standard of Liability Claims Practices. CONTRACTOR will meet and confer with litigation counsel to establish budgets for claims involving civil rights violations, and matters in which indemnity may exceed \$100,000.00.

9. RECORDS

CONTRACTOR shall establish and maintain claim files, claim logs, transaction documents and all other records associated with claims administered by CONTRACTOR. These records shall be the property of PRINCIPAL and shall be available on five (5) days notice, for review of or for transfer to another custodian. Unless this Agreement is canceled, closed files shall be stored by CONTRACTOR for five (5) years and shall thereafter become the responsibility of PRINCIPAL.

10. DATA PROCESSING

(a) The following standard services are included in this cost and in the annual administrative fee - claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to mycarlwarren.com and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.

(b) Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.

(c) Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

11. PRINCIPAL'S RESPONSIBILITIES

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. Payment shall be due and payable within thirty (30) days of receipt. PRINCIPAL shall report all billing discrepancies in writing to CONTRACTOR within thirty (30) days and adjustments will be promptly considered. PRINCIPAL will become delinquent when any undisputed invoice has been outstanding for over ninety (90) days. Good faith disputed amount(s) will not be considered in establishing delinquency. CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure, excluding any good faith disputed amount, within ten (10) banking days after the date of such notice ("the cure period"), CONTRACTOR may suspend and/or terminate this Agreement as of the first business day following expiration of the cure period, and/or avail itself of available legal remedies to pursue recovery of outstanding amounts plus fees and interest. In no event, shall the CONTRACTOR limit access to data.

12. CONFLICT OF INTEREST

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

13. CANCELLATION OF AGREEMENT

Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days' prior written notice to the other party. Upon receipt of the notice of termination, CONTRACTOR shall immediately cease all work or services hereunder except as may be specifically approved by PRINCIPAL. In the event of termination by the City, CONTRACTOR shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the CITY and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

14. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

(a) All files on each claim shall be property of the PRINCIPAL.

(b) In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 8 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices (including those in 13c below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.

(c) PRINCIPAL agrees to pay CONTRACTOR for the cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

15. INSURANCE AND INDEMNIFICATION

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:

(a) Comprehensive General Liability Insurance. 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. A policy of comprehensive automobile liability insurance written on a per-occurrence basis in an amount not less than \$1,000,000.00 per occurrence. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of CONTRACTOR performing professional services hereunder on behalf of the CITY.

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 15 to PRINCIPAL. 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 Finance Director or other designee of the City due to unique circumstances.

CANCELLATION:

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

[to be initialed]

Insurance Agent Initials

CONTRACTOR agrees that the provisions of this Section 15 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.

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 Risk Manager of the CITY due to unique circumstances.

16. INDEMNIFICATION

PRINCIPAL agrees to defend any legal action commenced against CONTRACTOR caused directly or indirectly by the alleged wrongful or negligent acts, errors or omissions of PRINCIPAL, employees, agents or others engaged by PRINCIPAL; and indemnify CONTRACTOR against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

CONTRACTOR shall hold harmless and defend PRINCIPAL from all claims, legal actions, losses, expenses, injuries or damages arising out of CONTRACTOR's negligence or wrongdoing incident to the performance of this Agreement, and to indemnify PRINCIPAL against any liability, loss, cost or damage including attorneys' fees resulting therefrom.

17. AUDITS

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.

18. WARRANTY & REPRESENTATION OF NON-COLLUSION.

No official, officer, or employee of the CITY has any financial interest, direct or indirect, in this the Agreement, nor shall any official, officer, or employee of the CITY participate in any decision relating to this the Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code §§ 1091 or 1091.5. CONTRACTOR warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any CITY official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded the Agreement. CONTRACTOR further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any CITY official, officer, or employee, as a result of consequence of obtaining or being awarded this Agreement. CONTRACTOR is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

CONTRACTOR's Authorized Initials _____

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by the duly authorized Officers as of the day and year first above written.

(CONTRACTOR)

(PRINCIPAL)

CARL WARREN & COMPANY

CITY OF BELL

BY: _____
Dwight Kunz

BY: _____
Doug Willmore

TITLE: AVP

TITLE: City Manager

DATE: _____

DATE: _____

**THIS CONTRACT WILL BECOME INVALID IF ALTERED OR NOT SIGNED WITHIN THIRTY (30)
DAYS OF THE CONTRACT INCEPTION DATE LISTED ABOVE.**

Who is Carl Warren & Company?

An employee-owned TPA with 35 locations strategically placed nationwide, our focus is on fair, efficient, and responsive resolution/administration of claims. Providing Gold Level Claim Service to public entities, carriers and private companies since 1944, our claims handling, litigation management and subrogation expertise is in General Liability, Automobile, Construction Defect, Property, Professional and Products Liability, Wrongful Acts and Employment Practices. We are in the process of integrating an acquisition adding Workers' Compensation to our portfolio.

✓ 67 Years of Service

- ✓ Impressive Customer List with 500+ across the USA
- ✓ Long Term Business Partners
 - ✓ Over a Dozen Customers retained for 20+ years
- ✓ Excellent Financials, Conservatively Managed
 - ✓ Sustained Growth, Year In and Year Out
- ✓ Client Retention is an Organizational Focus
 - ✓ Average 97% over the last 7 years
- ✓ Effective, Diverse Management Team

✓ Employee Ownership Claims Expertise

- ✓ 100% owned by our ESOP (Employee Stock Ownership Plan) since 1975 thus Sustainability
- ✓ Stability - 96% Employee Retention
- ✓ 17 Years Average Adjuster Experience; 14 JDs on staff
- ✓ Employee and leadership compensation based on quality, performance and customer retention & satisfaction

✓ Web-Based Systems

- ✓ Proprietary System with Flexibility
 - ✓ Created & Serviced In-House Focused on You
- ✓ www.mycarlwarren.com
 - ✓ Data Available 24/7/365 to Clients
 - ✓ Trending Analysis – Frequency/Severity

✓ Focus on Quality and Depth of Services

- ✓ Internal/Audit Program
 - ✓ SAS70 Type II Audit Compliant
- ✓ Subrogation Recovery & Litigation Management
 - ✓ MMSEA Reporting
 - ✓ Direct Contact with Adjuster/Management Staff

✓ Gold Standard Performance Guaranteed

- ✓ Call to Learn More 800-572-6900



**Carl Warren & Company ... large enough to be a National TPA,
while small enough to provide dedicated claims individuals to
meet client's customized needs...**



CARL WARREN & COMPANY
Claims Management and Solutions

MANY STRENGTHS ONE FOCUS



Gold Level Claim Service®

Carl Warren & Company is an employee-owned third party administrator that specializes in managing the entire claims process. Since 1944, we have provided Gold Level Claim Service — helping clients to better serve their customers' needs.

"Carl Warren has taken 'ease of doing business' to the next level. They are professional, competent and have a knack of knowing what we will need without having to be asked." — **Insurance Carrier**

"We value the professionalism, productivity and courtesy."
— **Municipal Government**

"Carl Warren & Company excels at customer relations."
— **Grocery Store Chain**

"Carl Warren & Company has delivered exceptional service."
— **Joint Powers Authority**

Focusing on You

With nearly 70 years' experience in claims management, Carl Warren & Company is fully prepared to serve as part of your risk management team. Through offices located across the nation, we help manage claims related to:

- General Liability
- Automobile
- Construction Defect
- Property
- Products Liability
- Workers' Compensation
- Professional Liability
- Wrongful Acts
- Employment Practices
- Subrogation

Carl Warren & Company provides exceptional services for insurance carriers, corporations and self-insured entities, as well as municipalities, counties, schools and other public agencies. Our award-winning company always focuses on meeting your claim service needs with creative solutions and close attention to detail.

Providing Personal Service

We work hard to preserve our clients' assets and maintain strong customer relationships through:

- Expert claims management across a variety of exposures.
- Prompt response times.
- Quick claims resolution through fair settlements or detailed, well-supported denials.
- Scalable staffing to meet fluctuating demand.
- 24-hour availability, every day of the year.
- Comprehensive, online information systems at www.mycarlwarren.com.
- Broad geographic reach with a presence throughout the United States.
- Specialized adjusters to handle uncommon exposures.
- Experienced subrogation and recovery services.

To find out more, visit www.carlwarren.com or call a Carl Warren & Company representative at 1-800-572-6900 today.



www.carlwarren.com

1-800-572-6900

License No. 2607296

**City of Bell
Agenda Report**

DATE: June 20, 2012

TO: Mayor and Members of the City Council

FROM: Pamela S. Easter, Co Interim Finance Director

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Approve an Agreement with the City of Brea (BreaIT Solutions) for Information Technology Services

RECOMMENDATION:

That the City Council enter into an Agreement with the City of Brea (BreaIT Solutions), to provide information technology assistance to the City of Bell and terminate the Agreement with the City's current provider.

DISCUSSION OR BACKGROUND:

As the City does not have in-house information technology staff, we have contracted with Relia-Tech, of Santa Fe Springs, California, for a number of years to maintain our computer system. Relia-Tech's services include basic ongoing maintenance, repair, and support services, emergency response and remote support, and acquisition/installation of new hardware and software. The company provides regularly scheduled 26 hours/month on-site service for a monthly charge of \$2,408 as well as emergency, on call service billed at a varied rate of \$85 or \$105 per hour (in addition to travel time). The company also purchases necessary hardware to support our system, which is billed separately.

As part of the "New Bell", two assessments of the City's computer system were completed in Fall 2011. The first was done by Intellibridge, at the request of MGO, the City's auditing firm. A number of deficiencies were identified, in the areas of Information Technology Governance, policies and procedures, computer operations (including back up systems), and security controls.

Interim City Administrator Arne Croce also asked an ad hoc team of three local government information technology professionals from the cities of Beverly Hills and San Mateo to complete a pro bono assessment of the City's computer system. Their assessment included interviews with departmental staff, MGO, and Relia-Tech as well as a general review of the computer network in the various city facilities. In their January 18, 2012 letter to Interim City Administrator Arne Croce, the overall conclusion was "there has been a total lack of governance and proper management of the City's technology resources". The team offered three alternatives to begin to address these deficiencies:

- Alternative #1 - hire an Information Technology contractor or in house position;
- Alternative #2 - outsource technology management and support services to another recognized, regional local government partner; or
- Alternative #3 - outsource technology management and support services to a reputable technology provider with extensive experience in managing and supporting local government technology infrastructure and applications.

The ad hoc team's concluding recommendation was that Alternative #2 "may be the most cost-effective and should be evaluated. Immediate support issues that arise can be addressed by a time/materials contract with a reputable municipal technology service provider". The team's report also provided a brief overview of the City's existing information technology system.

Copies of both assessments are available for Council and public review, through the City Clerk's Office.

After reviewing these two assessments, the Interim staff determined that it would be in the best interest of the City to seek a new provider who would have broader municipal experience and background to assist in addressing the on going as well as the longer range needs of the City's information technology system. The following four key areas were identified:

- 1) experience in the areas of local government policies and procedures, including back up and security;
- 2) familiarity with various software programs for local government;
- 3) assistance in developing a long term information technology master plan; and
- 4) cost effective purchasing of new hardware and software through government purchase contracts.

While researching potential providers who could provide such support, Bell staff learned of the City of Brea's customized contract services that they provide to 12 local government agencies in the greater Los Angeles area. A three member committee of City staff members, including two who work with the daily administration of our computer system (Police Captain Steve Finkelstein and Senior Management Analyst/Treasurer Ana Gutierrez), and myself met with members of the BreaIT staff to discuss the range of services they could provide to the City of Bell. At our request, the BreaIT staff completed a literally pro-bono Network Analysis of the City of Bell's computer system including a detailed inventory of the City's hardware and software programs as well as recommendations for high, medium, and low priorities necessary to upgrade the City's overall system. Included in the analysis was a general cost estimate for a number of the items that need to be upgraded. A copy of this Network Assessment is available for Council and public review, through the City Clerk's Office.

After receiving the Network Analysis, we asked the Brea IT staff to submit a Proposal for Information Technology Support Services. This Proposal included a variety of services, including:

- ongoing day to day support of the City's computer system by an Accounting Manager and Accounting Specialist (including hot line support) – 70 hours/month of two a day week on site support and offsite support for a total of \$7,350/month. Emergency and after hours support is charged at \$115/hour. No travel costs charged. Although this is significantly higher than our current Relia-Tech contract, the number of hours of supporting and enhancing our Information Technology program would triple from the current support of 26 hours per hour. As much as feasible, these number of hours would also be used to provide the services and policies/procedures listed below. If additional hours would be needed, the hourly cost would range from \$105- 115;
- assistance in the acquisition of new hardware and software systems as well as ongoing interaction with vendors providing support;
- familiarity and access to government purchasing programs to ensure the lowest price for acquisition of new hardware and software systems;
- assistance in the acquisition of new local government related software systems, including financial, telephone, and laser fiche;
- recommendations on high, medium and low priority upgrades to the City's overall system;
- development of a long term IT Master plan; and
- support in the development and implementation of policies and systems related to security and back up needs.

After reviewing the BreaIT proposal, in view of the four above-mentioned key areas of interest and the strength of the BreaIT qualifications and background in the local government sector, the committee recommended to Interim City Administrator Arne Croce that the City Council consider entering into a contract for services with BreaIT. Interim City Administrator Arne Croce approved the recommendation.

The proposed 2012-13 City Annual Budget provides funding for increased costs in ongoing day to day support as well as acquisition of high and medium priority system upgrades that will be identified for implementation during the upcoming year. In the General Fund, there is \$90,000 for day to day support as well as \$90,000 in hardware, security, and back up upgrades. The Police Department has also allocated \$232,000 in grant funds for necessary communication upgrades, in addition to funding for Police related day to day support as well as hourly charges that may be necessary for larger installation projects. The City Council can anticipate similar costs in future City Budgets, as the City develops and implements a long term Information Technology Master plan as well as continues to provide for day to day support of the City's computer system.

ATTACHMENTS

BreaIT Proposal for Information Technology Support Services – May 23, 2012

**AGREEMENT
WILL BE MADE
AVAILABLE ON
MONDAY**

Proposal for Information Technology Support Services

*Presented to the
City of Bell*

...

May 23, 2012

Prepared by



Contact: Randy Hornsby, IT Manager
City of Brea
1 Civic Center Circle
Brea, CA 92821
714/990-7263

May 23, 2012

Pam Easter, Co Interim Finance Director
Finance Department
City of Bell – City Hall
6330 Pine Ave.
Bell, CA 90201

Dear Pam:

BreaIT Solutions, a Division of the City of Brea, is pleased to present this Proposal for Information Technology (IT) Services to the City of Bell.

BreaIT's commitment is to provide the City of Bell the highest level of customer support while accomplishing the technological objectives identified in our discussions and as indicated in the Network Analysis (Exhibit A) that was provided. Our price continues to be at a competitive rate for our talented team of technology experts who are familiar with the special considerations of municipal government. We pride ourselves on the breadth of experience, insight, and understanding of the needs of municipalities, and we believe we would be a good fit and the best qualified for the City of Bell.

Please note that we have prepared the proposal and budget based on the Network Analysis (Exhibit A) that we performed, and our understanding of your objectives from our discussions. The pricing structure is designed to provide you flexibility in adjusting your service needs to fit your budget. This proposal shall remain in effect for 90 days. As you review our proposal, please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net if you have any questions or need additional information.

Regards,

Randy Hornsby
IT Manager

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SCOPE OF SERVICES

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BreatIT is pleased to present this proposal to provide Information Technology (IT) services to the City of Bell.

UNDERSTANDING OF THE PROJECT

It is our understanding that the scope of work consists of providing the highest level of IT support and customer service, in addition to resolving the highest priority of recommended needs that were identified in the Network Analysis (Exhibit A) as far as the budget allows. *BreatIT*, under the Support Agreement, will take direction from the City of Bell on implementing the remaining medium to low priority recommendations that are identified in the Network Analysis (Exhibit A). Over the length of the support agreement, *BreatIT* is committed to assisting and supporting the City of Bell with their current and future IT needs, all of which are designed to strengthen the cost-effectiveness, quality, and productivity of the City of Bell's IT infrastructure.

High priority projects to be addressed include:

- Configure firewall separation between City and Police networks
- Replace end-of-life firewall
- Add and configure an additional Domain Controller
- Replace and configure unsupported network routers
- Implement a backup solution with offsite storage
- Purchase, install, and configure a NetMotion Server to provide encrypted access to Police data from the mobiles

We understand that *BreatIT* will be reporting to and working closely with your staff to ensure these objectives are achieved.

BreatIT understands the intricacies of local government agencies. We know the many challenges facing agencies today as budgets shrink and demand for services increases. We have extensive experience working to maximize productivity through technology, while keeping limited budget resources in mind.

Because of our comprehensive government agency experience and our commitment to excellence in customer service, we feel that we are uniquely qualified to provide IT services to the City of Bell.

We are confident that we will be an effective technology partner working together to meet your current needs and future goals.

SERVICES TO BE
PROVIDED

BreadIT will integrate into your City as your internal IT staff, and provide all the necessary technology support and assistance needed to your city departments and off-site locations. This includes supporting all of your PCs and servers, as well as working with end users on applications and providing guidance for future technology strategic planning.

We will work closely with your City's designated IT contact and other designees to help ensure that the City of Bell continues to utilize technology to the best advantage of the City, and that all additional acquisitions fit your strategic plan. We have extensive experience working with other agencies to design and develop hardware and software requirements for IT projects.

For standard ongoing support, *BreadIT* proposes staffing the City of Bell with the current support level; a minimum of 840 hours (per year). This includes two days per week during normal business hours, excluding holidays. This includes PC desktop support, as well as network management with server and applications support. In evaluating your specific needs through conversations with Bell staff, and based on our experience with other government clients, we offer this estimate of on-site service and support to the City of Bell. In addition to daily operations, our proposal reflects the implementation of any projects currently underway. Be assured that *BreadIT* Specialists have the skills, experience, and drive to manage all of these requirements as part of their work for the City of Bell. Depending on the complexity of the projects, daily support demands and other related priorities, as well as additional staffing hours may be required to meet dynamic timelines.

As part of the base ongoing support, *BreadIT* will provide comprehensive operational functions such as backups, report distribution, database management and general performance monitoring.

BreadIT and our Account Manager will oversee all maintenance contracts, and work directly with vendors to ensure the smooth operation of the City's technology infrastructure.

BreadIT will provide documented help desk support for all City of Bell staff. Our Account Manager will review this data regularly, and will discuss with City staff to ensure proper support is in place city-wide.

Depending on the amount of daily support demand, the base on-site support can also include new installations and upgrades. At the proposed staffing level, systems development will normally be handled as an additional task. Network support hours can be exchanged for systems development as daily support requirements permit.

APPROACH

BreaIT will become an integral part of the City of Bell, providing the highest levels of customer care. As part of a local government entity, *BreaIT* understands the unique needs of your internal customers. Working under tight deadlines and multiple priorities, and within the constraints of the local government arena is our specialty. We fully understand the Council process and the interaction between city departments, as this is the same field we function in for our internal Brea customers.

Our approach has been to concentrate on developing core technology solutions. As local budgets become tighter and tighter, we understand the importance of making strategic technology purchases and in maximizing the return on these investments. It's important to ensure that purchases match the long-term goals of the organization to ensure that the technology infrastructure will be able to support your future needs. With this in mind, we have standardized hardware and software as much as possible, which has allowed us to leverage the support needs to the benefit of our clients.

We are confident that we can bring this same level of commitment to the City of Bell, and are eager to work with you as you move forward.

Management Team Structure

IMPLEMENTATION METHODOLOGIES AND WORK PLAN

An experienced IT Account Manager dedicated to providing exceptional customer service will be assigned to the City of Bell. The Account Manager, working primarily off-site, will be responsible for coordinating all IT operations with Bell's designated contact, based on your specific needs and objectives.

He will direct the operations of the transition to *BreaIT*, as detailed below. This will include system analysis, network structure documentation, PC inventory, and documenting current IT records and helpdesk logs. He will act as liaison between the City of Bell and outside vendors to procure pricing; ensure material and equipment purchases are suitable to the needs of system users; and will successfully advance the long-range technology goals of the City of Bell. Regular meetings will be scheduled between the Account Manager and the City of Bell management to review the IT operations and discuss future plans. Additionally, the Account

Manager can be contacted at anytime to ensure your complete satisfaction. The Account Manager will oversee all projects and maintain all personnel and work schedules.

An on-site IT Specialist will be responsible for your overall system support ensuring efficient daily operation of your PCs and network. The Specialist serves as a technology advisor for your organization and will work with other *BreaIT* Specialists assigned to your site to provide you with exceptional customer care. Together, these individuals will be integrated into your city and serve as the foundation of your IT Department.

As a *BreaIT* contract city, the City of Bell will also have the benefit of the experience of a 21-person, full-service IT Division. *BreaIT* professionals have a wide-range of experience. Rest assured that regardless of how your needs change and goals expand; *BreaIT* has the capability to effectively respond.

Implementation Plan

BreaIT is dedicated to making sure our clients have a smooth introduction to our services. Listed below are some suggested implementation phases that have been used by past clients as services are introduced. These are strictly suggestions, and can vary depending on Bell's needs and current network status.

Implementation will begin with dialogue between City of Bell management and the *BreaIT* transition team. *BreaIT* will assess your IT structure and address any issues you are currently experiencing.

- Develop long and short-term goals for your organization
- Compile and prioritize transition requirements
- Finalize services and hours will be finalized (if not already determined)
- Introduce personnel to staff and facilities
- Identify common issues with users and/or segments of the network structure
- Discuss and address identified issues with the *BreaIT* team to determine possible solutions
- Work with any previous IT support service vendors on transitioning (if necessary)

Interface with Outside Vendors

The Account Manager and/or Specialist will be available to work with outside vendors as deemed necessary by the Bell management. The scope of *BrealT*'s work in this area will include:

- Selecting products and services to meet your needs as determined by City staff and/or the recommendations of *BrealT* Specialists.
- *BrealT* has an extensive list of vendors and providers that will extend to you our government pricing.
- The City can make purchases directly with the vendor, or *BrealT* will handle the entire transaction including ordering, follow-up and troubleshooting with the vendor.

Reporting to City Management

BrealT has a long-standing commitment to communication with our clients. The Account Manager will be responsible for keeping your staff informed and alerted to all activities relevant to your operations. Reports will be customized to fit the needs of your agency. Our service includes documented reports and helpdesk logs with hours used, Specialist assigned, solutions and completion dates.

- The Account Manager will schedule regular meetings with City staff.
- Documentation of past weeks' performance will be reviewed.
- Current or future special projects will be discussed.

Suggested staffing and services to be performed on an on-going basis for the duration of the contract:

- One (1) Account Manager – Will be responsible for scheduling of personnel, while working primarily off-site, will always be available for onsite visits
- One (1) IT Specialist – On-site two days per week, up to 840 hrs per year
- Additional hours as needed based on fee schedule
- Unscheduled after hour and emergency services are available for an additional fee, as stated in the pricing methodologies section

Again, this is merely a suggestion. Hours worked will be assigned and adjusted based on the City of Bell's actual service needs, approved by the City of Bell.

Specialist duties include:

- General hardware and software maintenance
- Security and monitoring of the network
- Maintenance of server hardware and software
- Staffing on-site Help Desk and documenting help calls and resolutions
- Quick resolve of user issues
- Communicating with Account Manager about concerns or issues developing at the City

Auxiliary Help Desk Service

In the event the assigned Specialist is away from the on-site phone, calls can automatically be routed to an off-site Help Desk professional. The Help Desk will be staffed with qualified IT Specialists trained in customer service and accustomed to troubleshooting problems over the phone. Be assured that your issues will never go unresolved.

Additional Services

BreaIT offers a wide range of special projects and services available for a very reasonable per project cost. The Account Manager is your resource for analyzing additional needs, making recommendations and developing a customized service proposal to fit into your budget.

Other

BreaIT has established informal relationships with many hardware and software companies, as well as vendors solely for the purpose of providing our clients with a variety of sources to meet their technology needs. Under no circumstances has *BreaIT* established arrangements with a technology provider where there is an economic incentive for *BreaIT* to recommend or encourage from a specific vendor.

BreaIT has also established formal relationships on behalf of several clients for special software and telecommunications purchasing programs. *BreaIT* strongly encourages clients to participate in government pricing programs like C-MAS and Microsoft Select Agreements as a way of strengthening the cost-effectiveness, quality and productivity of their technology investment.

ARRANGEMENTS
WITH HARDWARE
AND SOFTWARE
COMPANIES

DATA RIGHTS
AND
SOFTWARE
LICENSING

BreaIT seeks to do what's best for their clients. For software previously developed by Bell staff or by a third-party vendor, *BreaIT* would support this in any way possible, but would not assume any ownership rights to the software even with minor software modifications.

As for software developed for Bell by *BreaIT*, we have two options available. If the software is unique to Bell and Bell pays the full cost of development, all rights to the software would remain with Bell. Often times, software that is developed for one agency has practical application for our other agencies, and *BreaIT* will develop and provide this software at a reduced rate for the use of Bell, but *BreaIT* would retain ownership.

All data residing or collected from the City of Bell would remain the sole property of the City of Bell. Since we provide all IT services to our own City, we are very in tune with the needs for confidentiality and security with all systems and data.

OWNERSHIP OF
HARDWARE AND
OTHER ASSETS

BreaIT does not retain ownership of any hardware or software purchased for use within the City of Bell. *BreaIT* will work with Bell staff to inventory all existing hardware and software to facilitate tracking the assets for maintenance and replacement.

On some occasions, it may be beneficial for *BreaIT* staff to purchase hardware for Bell directly or through Brea's Purchasing Division. In such a scenario, *BreaIT* will bill Bell for the actual cost of the item/s with no claim to the Bell asset if the invoice is paid in full.

ACCOUNTABILITY
AND WARRANTIES

The Account Manager will be directly accountable for the performance of the *BreaIT* staff in completing projects to the satisfaction of the City of Bell. Prior to the start of a project, the Account Manager will meet with City staff to discuss requirements, timelines and project goals. Measurements of project progress will be determined by the timeline established. *BreaIT* stands behind our services and our goal of complete customer satisfaction.

BreaIT will work with the City of Bell to ensure that all manufacturers' warranties are properly in place, and to properly administer all technology based maintenance agreements. Through a complete review of all help desk calls, we will ensure that proper service is put in place throughout the City.

If at any time, the City of Bell chooses to terminate services with *BreaIT*, you are only required to provide a 30-day written notice.

EXPERIENCE AND HISTORY

...

BreaIT was established in 1987 to meet the growing technical needs of the City of Brea. We have been providing similar services to local municipalities since 1993. Our internal service commitments grew as we applied our approach of combining high quality support with high tech services. As we were able to meet the challenges of our internal customers, we were able to successfully replicate this approach to our external customers.

A key element of our *BreaIT* services is developed from within. Our experience in all areas of technology has grown from our internal support for the City of Brea. As we are able to master a new component, we are also able to provide that same level of service to our client agencies. In addition to the basic support services required to maintain your PC network, we have extensive experience in the following areas:

- **Kaseya** – Allows 24/7 server monitoring capabilities. *BreaIT* is alerted of (possible) problems when or before they occur. This application allows *BreaIT* staff remote access to user's computers for troubleshooting and resolving problems; provides online service call submitting and tracking functionality, and also gives clients enhanced reporting options.
- **Financial Systems** – Currently provide the City of Brea and client agencies with various financial systems support and custom reporting. *BreaIT* has experience in working with a variety of financial systems including Pentamation/FinancePlus, Springbrook, Munis and SunGard Bi-Tech.
- **Wireless Solutions** – Provide analysis and evaluation of wireless applications.
- **Project Management** – As part of our skill set, we have highly experienced staff who has managed numerous technology projects for the City of Brea and our client agencies. This has included anything from a system upgrade to a full relocation of network operations.
- **Helpdesk** – Provide support services for the City of Brea and all client agencies.

- **Internet** – Provide web services and support for the City of Brea and numerous client agencies. Site development and hosting services can be provided as well.
- **Intranet** – Developed integrated and implemented full Intranet services for the City of Brea. Numerous applications have a direct tie-in to our Financial System.
- **Integration Services** – *BreaIT* has developed a close working relationship with numerous technology vendors to ensure the ability to smoothly bring the users, and the desired applications and hardware together.
- **Document Imaging** – Currently provide the City of Brea with implementation and integration services. Experienced with Laserfiche support for several client agencies as well as Liberty systems.
- **Network Optimization and Security Monitoring** – An integral piece of our operations is to regularly review and evaluate our client agencies' networks to ensure optimum operations and security.
- **Systems Design and Implementation** (including LAN & WAN) – This includes everything from simple in-house networking to connecting off-site facilities and wireless networking.
- **Public Safety System Support** – Provide CAD/RMS MDC and desktop support, as well as other public safety system support.

COMPANY PROFILE

...

The primary objective of *BreaIT* is to meet the ever-changing IT needs of our clients by providing quality technology services, maximizing productivity, while maintaining cost-effective practices. *BreaIT* is a full-service IT shop. We have experience in all levels of technology support, developing technology plans, hardware and software acquisitions, data migration and policy development. Our staff of professionals is well qualified, experienced and committed to maintaining their technology knowledge base through regular training.

BreaIT is a program within the IT Division in the City of Brea, and is currently comprised of five programs: Administration, End User Support, System Support/Projects, Public Safety Services and *BreaIT* External Support. *BreaIT* is able to draw on the resources of all programs to meet their clients' needs. *BreaIT* enjoys the full support and resources of the City of Brea.

Brea provides an excellent portfolio of responsive municipal services. The City operates as a "full-service city," providing a full range of services including police and fire protection, water and sanitation services, construction and maintenance of streets and infrastructure, and recreational and cultural services. Besides serving its own residential and business customers, Brea has a tradition of entrepreneurial ventures providing service to numerous other public agencies such as police, recreation, IT, street maintenance, printing and communications and marketing services.

The City of Brea operates under the Council-Manager form of government, and is governed by a five-member City Council elected at large, serving staggered four-year terms. Council elections are held in November and even-numbered years in conjunction with statewide general elections.

PROFESSIONAL QUALIFICATIONS

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QUALIFICATION INFORMATION

BrealIT is an IT consulting firm that provides services to public agency clients. *BrealIT* is a branch of the City of Brea's IT Division, and enjoys full support from all levels of management.

Our experience and roots in government give us detailed familiarity with the unique environment of municipal government. More importantly, our experience allows us to develop and apply innovative and effective techniques for providing IT solutions that are sensitive to the budget constraints and political processes of our clients.

PROJECT STAFFING

Our Project Team consists of individuals with substantial education, training and experience in the technology field. Team members have a broad range of experience in public and private-sector work. Our team is fully capable of producing the volume and scope of work requested in a cost effective manner. *BrealIT* will be responsible for ensuring that completed projects meet all requirements set forth by the City.

BrealIT will provide to the City of Bell IT staff members with a variety of skills and performance levels. You will also benefit from the full extent of our IT talent pool. We are skilled in all aspects of IT services. All current staff members are listed below with proposed job functions.

CITY STAFF

The *BrealIT* philosophy guiding all areas of our work stems from our unwavering commitment to excellence in customer service and our goal to exceed your expectations. All of our business practices are developed with this goal in mind.

BrealIT currently performs IT services for 12 agencies—all with different priorities, procedures and organizational policies. Our Account Manager and Specialists are skilled at developing a customized business approach that is not only responsive to these differences, but reinforces each city's distinct qualities. *BrealIT* has many years of experience working successfully at all levels of a government organization including senior management and elected officials. We understand the challenges facing local government including budget difficulties, increasing demands for service and political realities. We are trained in customer service, and have a strong commitment to lifelong learning. We pride ourselves in our professionalism, responsiveness, attention to detail and dedication to achieving your goals.

Specifics based on this philosophy include:

- All Specialists assigned to your city will be integrated into the City of Bell culture, follow your organization's policy, be accountable to your representatives and responsible for your complete satisfaction.
- *BreatIT* will work with the Bell management to develop short and long-term goals. Organizational procedures including interdepartmental relationships and "chain of command" practices will be noted and incorporated according to your needs and preferences.
- *BreatIT* will base the development and implementation of your IT operations on your city and technology goals. All service requests will be handled in light of those goals, and the technology plan will be developed specifically for your city.
- Requests will be acted upon in a timely and professional manner and in accordance with customer service training. If a matter deemed high priority should take precedent over more routine requests, that priority will be evaluated against certain criteria (i.e. emergency, special project, change in IT plan, etc.) Appropriate action will be taken and communicated to all parties.
- Network security is and must be a top priority. *BreatIT* staff will keep this priority in mind when handling any request. As a matter of policy, *BreatIT* will notify designated Bell liaison of any request that is deemed detrimental to the network or adverse to the policies and procedures of the City of Bell.
- *BreatIT* Specialists assigned to Bell will be chosen specifically for their experience in the areas most suited to your specific needs. All Specialists are trained to diagnose problems, develop solutions and communicate to users at all levels of the organization in a way that is understandable and courteous.

PRICING
METHODOLOGIES

Listed below are the base rates for *BreatIT* support services. Desktop support includes setup, maintenance, and troubleshooting for all PCs. Network support consists of server and communications hardware setup, maintenance, and troubleshooting.

Desktop Support	\$105 per hour
Network Support	\$105 per hour
Holiday Support	\$115 per hour
Emergency Services (after normal scheduled work hours and weekends)	\$115 per hour

REFERENCES

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In addition to the client reference list supplied below, *BreatIT* also supports the IT Division in our own city.

The following list has been developed as a summary of *BreatIT's* experience with similar organizations, which either presently or previously contract/ed with *BreatIT* within the past five years.

Reference No. 1

Customer Name: City of Buena Park

Contact Individual: Sung Hyun **Phone No:** 714/562-3713

Address: 6650 Beach Blvd., Buena Park, CA 90622

Year: 1999 – Present

Reference No. 2

Customer Name: City of Irwindale

Contact Individual: Theresa Olivares **Phone No:** 626/430-2294

Address: 5050 N. Irwindale Avenue, Irwindale, CA 91706

Year: 2007 - Present

Reference No. 3

Customer Name: City of La Habra Heights

Contact Individual: Carl Vos **Phone No:** 562/694-6302 x233

Address: 1245 N. Hacienda Road, La Habra Heights, CA 90631

Year: 2009 – Present

Reference No. 4

Customer Name: City of Lakewood

Contact Individual: Diane Perkin **Phone No:** 562/866-9771 x2601

Address: 5050 Clark Avenue, Lakewood, CA 90712

Year: 2008 - Present

Reference No. 5

Customer Name: City of La Mirada

Contact Individual: Kevin Pregovisk **Phone No:** 562/943-0131

Address: 13700 La Mirada Blvd., La Mirada, CA 90638

Year: 2002 – Present

Reference No. 6

Customer Name: City of La Palma

Contact Individual: Laurie Murray **Phone No:** 714/690-3338

Address: 7822 Walker Street, La Palma, CA 90623

Year: 2000 – Present

Reference No. 7

Customer Name: City of Rancho Santa Margarita

Contact Individual: Paul Boyer **Phone No:** 949/635-1800

Address: 22112 El Paseo, Rancho Santa Margarita, CA 92688

Year: 2005 - Present

Reference No. 8

Customer Name: Rossmoor Community Services District

Contact Individual: Henry Taboada **Phone No:** 562/430-3707

Address: 3001 Blume Drive, Rossmoor, CA 90720

Year: 2009 - Present

Reference No. 9

Customer Name: City of South El Monte

Contact Individual: Tony Ybarra **Phone No:** 626/652-3151

Address: 1415 Santa Anita Avenue, South El Monte, CA 91733

Year: 2003 - Present

Reference No. 10

Customer Name: City of Stanton

Contact Individual: Terri Marsh **Phone No:** 714/379-9222 x226

Address: 7800 Katella Avenue, Stanton, CA 90680

Year: 1999 - Present

Reference No. 11

Customer Name: City of Temple City

Contact Individual: Jose Pulido **Phone No:** 626/285-2171

Address: 9701 Las Tunas Drive, Temple City, CA 91780

Year: 2001 - Present

Exhibit A

City of Bell Network Analysis

April 17, 2012

Presented to the
City of Bell by



City of Brea, CA

April 17, 2012

Pam Easter
City of Bell
6330 Pine Avenue
Bell, CA 90201

Dear Pam:

BreaIT Solutions, a Division of the City of Brea, is pleased to present this Network Analysis to the City of Bell.

Over the past 19 years, BreaIT has helped more than 20 agencies meet the ever-changing demands of technology, including the cities of Irwindale, Lakewood, La Mirada, South El Monte, and Temple City, among others. In conjunction with general technology support, we worked with the Cities of La Mirada and Stanton to implement new financial systems, and overhauled and redesigned the City of Irwindale's computer room. These abbreviated examples of our experience provides some insight of how we can best meet your technology needs, which is why we believe we are the best qualified and would be a good fit for your City.

BreaIT strives for a partner relationship with our clients. Our philosophy is customer service and technical expertise. We are proud to offer our talented team of professionals for this Analysis who are not only technology experts, but also are familiar with the special considerations of municipal government.

Although consistent with reports and analyses we have created for other agencies, this Analysis is based on our understanding of your objectives. Please note that despite being a full-service IT provider, we are able to scale our services to meet your specific needs. As you review the Analysis, please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net if you have any questions or need additional information.

Regards,



Randy Hornsby
IT Manager

INTRODUCTION

SUMMARY

The City of Bell has contracted with BreaIT to perform a complete network analysis and inventory of equipment attached to all City networks. The results of the network analysis are provided in this report, which includes budgetary figures and future recommendations.

GOAL

The goal for this network analysis and inventory is to provide the City of Bell staff with a concise picture of the computer network systems performance. In addition, BreaIT will provide the City of Bell a complete inventory list of all hardware on the City networks. This list will include all components attached to the networks within the City, e.g. servers, workstations, switches, hubs, routers, cable modems, etc. In addition, BreaIT will provide recommendations and assist the City in preparing technology plans.

SCOPE OF WORK

The scope of work for this network analysis is in three stages, as described below:

- **Stage One – Initial Technology Review and Data Gathering**

BreaIT assigned two Network Specialists to perform a complete inventory of all components currently existing on the networks utilized by City staff, including all connections both internal and external. During the inventory phase, BreaIT documented the current operating system on all workstations and servers. In addition to the inventory, BreaIT performed a review of all switches, hubs, routers, and analyzed how the various departments or buildings interconnect within the City. Finally, a review of current virus protection, firewall installation, and current applications supported is documented. Included in this stage are any issues and concerns that BreaIT identified.

STAGE
SUMMARIES

- **Stage Two – Recommendations**

Upon completion of the analysis, BreaIT will provide recommendations to the staff of the City of Bell. These recommendations will address any issues and concerns to increasing network performance, upgrades needed to the network, and suggest possible new computer room locations. The layout for these recommendations will be by networks and buildings. In addition to each area of recommendation, the findings will be addressed by severity or order of attention with the most important being first.

- **Stage Three – Technology Plan Development**

The final stage to develop technology plans for the City of Bell. These plans include long-term goals and objectives, as well as planning to assist in supporting the current technology. This stage of the project is to take the findings and recommendations of Stages One and Two and develop different plans for the City to consider. The first discussed is that of a support plan. The support plan is a plan for the continuous support of the entire network. This will include the day-to-day operations of the network. The other is a long-term technology plan. These plans will include a lifecycle schedule for hardware replacement and network upgrades.

Stage One – Data Gathering

Stage One will consist of a number of different aspects. The first aspect is the Network Topology. In the Network Topology, BreaIT will present a layout of the current network design. The second aspect contains the current inventory of all computer equipment within the City and Police Department. The final aspect of the data gathering stage presents issues and concerns that BreaIT found while analyzing and inventorying the network.

STAGE
ONE
DETAIL

- **Network Topology**

The topology that exists within the City is a star topology, meaning that each network-attached device connects

directly to a hub or switch. This is the industry standard for networks today. The current City network architecture is a mix of Netgear 10/100/1000 switches interconnected with CAT5 cables. The network is currently running at 100 megabit (Mb) with some links running at a gigabit (Gb) speed. All the workstations and servers are connected to the switches via CAT5, CAT5e, or CAT6 cabling. The Police network is on the same segment as the City network. The City/Police network, along with two other networks including the Los Angeles County Sheriff Department (LASD) and AT&T networks for Police, is not fully separated from the rest of the network. The LASO network that allows access to criminal data (JDIC/NCIC/Wants/Warrants/DMV) is currently segmented off through the City firewall, however the AT&T network resides directly on the City/Police network. The wireless connection in City Hall and Council Chambers are password protected.

The City of Bell's network is comprised of 88 workstations of various makes and models. These workstations are running Windows XP Professional Service Pack 2, Windows XP Professional Service Pack 3, and Windows 7 Professional. There are six servers in the computer room located in the Main Point of Entry (MPOE) running Windows XP Professional Service Pack 2, Windows 2003 Server, or Windows 2008 Server Enterprise. In the Finance Department, there is also a HP 9000. In addition to these servers, both Little Bear Park and Veterans Park have local servers that are running Windows 2003 Small Business Edition.

The interconnections that run between City Hall/Police, Community Center, Little Bear Park, and Veterans Park are either CAT5 or T1 (see Figure 1). The connection to the Community Center is an outdoors rated CAT5 cable that is an approximate 350-foot run. This run is at the maximum allowed for CAT5 standards. As for the connections to Little Bear Park and Veterans Park, both are T1 (1.5 Mb) telephone circuits. These T1's are connected to the network via Kentrox Routers. There are wireless connections in City Hall, Police, and at Little Bear Park. The wireless connection at Little Bear is wide open

with no security being applied, and the wireless connection at Veterans Park is password protected.

The City connects to the Internet through a 3Mb connection from TelePacific located in the computer room. The protection from the Internet is by a Cisco PIX 515e Enterprise Firewall. Protection from viruses is through Trend Micro Antivirus, which has expired; therefore no new updates for the software are being downloaded. For the computers that are being accessed by the public as well as employees, there is no form of content filtering in place.

- **Inventory**

BreaIT preformed a complete inventory of all equipment currently attached to all networks at the City of Bell. A breakdown of the findings is provided below. For a complete inventory, see Appendix B.

Servers

The City of Bell currently has nine (9) servers in place, but only six (6) are being utilized. These servers are spread out between the PD, which houses seven (7) of the servers. One (1) server is in Finance, and two (2) servers are at each Park (Little Bear and Veterans). The breakdown of the use of each server is provided in the following table.

Location	Server Make	Server Name	Purpose
PD (MPOE)	Clone Server	BlacBerry	BlackBerry (Not Used)
PD (MPOE)	Clone Server	CobMail	Exchange (e-Mail), AD, DC, PIPS
PD (MPOE)	Clone Server	CobData	File Server
PD (MPOE)	Clone Server	CobApps	SunRidge Mobile, RecTrack, E911, SQL2005
PD (MPOE)	Clone Server	PDServer	SunRidge CAD/RMS, SQL 2005

PD (MPOE)	Clone Server	Cameras	Camera System
Finance	HP9000		Finance Application
Little Bear Park	Clone Server	Little Bear	Domain Controller
Veterans Park	Clone Server	Veterans	Domain Controller

Workstations

The City currently has 88 workstations in use. The make and model of all workstations vary between different models from two (2) different manufacturers. The manufacturers of the workstations are custom built computers. All workstations are running either Windows XP or Windows 7 Operating System. In addition to the workstations, there are 13 mobile computers in the patrol cars running Windows XP for access to CAD/RMS and JDIC. The data from these mobile units is not encrypted as it traverses across the AT&T Network. The breakdown of workstations by building is as follows:

Location	Number of Workstations
City Hall	25
PD	30
Community Center	11
Little Bear Park	8
Debs Park	2
Veterans Park	7
Laptops	5
Mobile Units	13

Network Backbone Hardware

The network backbone hardware consists of switches, routers, and firewalls. On the City/PD network, there are three (3) Netgear G5748TS 10/100/1000 switches, one (1) Netgear JFS516 10/100 switch, one (1) Netgear DS108 Switch, one (1) Cisco 2500 Series Router that connects to Inglewood PD for parking tickets, one (1) Cisco 2811 Series Router that connects to LASD, one (1) Cisco 1700 Series Router that connects to AT&T for mobile computers, a Kentrox Q2400 router that connects to the parks, one (1) Netgear WN2000RPT wireless repeater,

one (1) Netgear WNR2000 wireless access point, and one (1) Cisco PIX 515e firewall. Along with all the switches, there is also an Adtran NetVanta 836 router for the City's 3Mb Internet access on the city network. At the Community Center, there is a 3Com 3C16592B 10/100 Switch. In the Little Bear Park, there is a Netgear GS716T 10/100/1000 switch, a D-Link DES1228P 10/100 switch, a Kentrox Q2200 router, and a Linksys WAP4400N wireless access point. At Veterans Park, there is a Netgear FS108P 10/100 switch, a Linksys EF4124 10/100 switch, a Linksys WAP4400N wireless access point, and a Kentrox Q2200 router. Debs Park is not currently connected to the city network, however they do have Internet access through a DSL line with a DSL modem and a Linksys router. Here is a recap of the hardware on the City network.

Manufacturer	Model	Quantity
Netgear	GS748TS 10/100/1000 Switch	3
Netgear	JFS516 10/100 Switch	1
Netgear	FS108P 10/100 Switch	1
Netgear	GS716T 10/100/1000 Switch	1
Netgear	DS108 10/100 Switch	1
D-Link	DES1228P 10/100 Switch	1
Linksys	EF4124 10/100 Switch	1
3Com	3C16592B10/100 Switch	1
Cisco	2500 Series Router	1
Cisco	1700 Series Router	1
Cisco	2811 Series Router	1
Cisco	PIX 515e Firewall	1
Kentrox	Q2400 Router	1
Kentrox	Q2200 Router	2
Adtran	NetVanta 836 Router	1
Netgear	WNR2000 Access Point	1
Netgear	WN2000 Wireless Repeater	1
Linksys	WAP4400N Access Point	2

Printers and Other Hardware

The City currently employs the use of both networked printers and printers directly attached to workstations. There are four (4) printers attached to the networks in Police, and one (1) printer attached to the network in City Hall. These printers are all HP branded.

The majority of the printers on the network are directly connected to the workstations. Some of the printers that are connected to the workstations are shared, so that other users can print to them. The printers are a wide variety of HP Inkjet and LaserJet, Canons, and Okidata. Here is a breakdown of the printers, where they are located, and if they are networked or locally attached.

Police Printers:

Device	Connectivity	Quantity
HP LasetJet 2025	Local	1
HP Color LaserJet 4700	Network	1
HP LaserJet 1200	Local	1
HP LaserJet 8150n	Network	1
HP Color LaserJet 3600n	Network	1
HP LaserJet 2015	Local	2
HP LaserJet 2200	Local	1
HP LaserJet 4240	Network	1
HP LaserJet 2300	Local	1
HP DeskJet 6940	Local	2
HP Officejet 6500	Local	1

City Hall Printers:

Device	Connectivity	Quantity
HP Color LaserJet CM1312	Network	1
HP LaserJet 1320	Local	1
HP LaserJet 4P	Local	1
HP Color LaserJet 1215	Local	1
HP Color LaserJet 1518	Local	1
HP LaserJet 4000	Local	1
HP LaserJet 6P	Local	1
HP OfficeJet 7410	Local	1

HP OfficeJet 7210	Local	1
HP LaserJet 1160	Local	1
HP LaserJet 1300	Local	1
HP LaserJet 1100	Local	1
HP Color LaserJet CM1312	Local	1
HP LaserJet 2035	Local	1
HP DeskJet 6122	Local	1
HP LaserJet 1200	Local	1
Canon MP560	Local	1

Community Center Printers:

Device	Connectivity	Quantity
HP OfficeJet 2210	Local	1
HP Color LaserJet 3600	Local	1
Oki Laser B411C	Local	1
HP OfficeJet J5780	Local	1
HP DeskJet 5550	Local	1
Oki Color Laser C5150	Local	1
HP LaserJet 1320	Local	1
HP OfficeJet G55	Local	1
HP OfficeJet 950xi	Local	1

Little Bear Park Printer:

Device	Connectivity	Quantity
HP Color LaserJet 3600	Network	1

Debs Park Printer:

Device	Connectivity	Quantity
HP LaserJet P1600DN	Local	1

Veterans Park Printer:

Device	Connectivity	Quantity
Oki Color Laser C530DN	Network	1

- **Issues and Concerns**

Upon the completion of the network inventory and analysis,

BreaIT discovered many issues and concerns. These issues and concerns are broken down into three categories:

- o **High Priority** – Should be taken care of ASAP
- o **Medium Priority** – Should be considered in the near future
- o **Low Priority** – Plan on addressing as funding becomes available

For each item, an explanation is included as to why it is an issue or concern and a recommended action.

High Priority

- ***City, Police, mobiles, and public computers are on the same network.***

This is a concern because it does not comply with DOJ CLETS Policies, Practices, and Procedures (CLETS PPP), as well as the FBI Criminal Justice Information Services (CJIS) Security Policy. Additionally, having the public computers on the same network as the rest of the computers poses a risk of viruses and attacks.

Action needed – Install firewall between all networks.

- ***Firewall end-of-life***

The Cisco PIX 515E firewall has been discontinued since 2008. If you have a current support contract, Cisco will stop all support for this device in July 2013. If there is no support contract in place, the device is no longer supported.

Action needed – Replace the firewall.

- ***Only one domain controller***

This is an issue because if the current domain controller should fail, no one will be able to logon to the network, email will not function, and CAD/RMS may become inaccessible, just to name a few issues that can arise if the domain controller should fail.

Action needed – Add an additional domain controller.

- ***Exchange server serving as a domain controller***

Microsoft does not recommend the running of Exchange on a domain controller. It also opens up additional security and functionality issues.

Action needed – Build a new Exchange Server that is not a domain controller.

- **Lack of or out-of-date antivirus, spam filtering, and content filtering**

The concern with this is the possibility of viruses entering the network, loss of work/data due to a virus on a computer, and the Exchange Server filling up with spam emails. Also, with no content filtering in place, everyone can go to any site (appropriate or in-appropriate) on the Internet, including the public. The lack of a current antivirus and spam filter is not in compliance with the DOJ PPP and FBI CJIS Security Policies.

Action needed – Implement antivirus software, spam filtering, and content filtering.

- **Security issues with the LASD Network connected to a DMZ on the firewall**

A DMZ is not as secure as being behind a firewall.

Action needed – Replace and reconfigure firewall.

- **Network communication to Patrol Cars unencrypted**

This is not in compliance with both DOJ PPP and FBI CJIS policies. The data coming from the patrol cars has to be encrypted.

Action needed – Purchase and install a NetMotion Server.

- **Kentrox Routers are no longer supported.**

The current Kentrox Routers that are in place in the server room, Little Bear Park, and Veterans Park are no longer available or supported by the manufacturer.

Action needed – Replace routers.

- **Lack of UPS's on network equipment at Parks and Community Center**

UPS stands for Uninterruptible Power Supply. This device contains batteries to power equipment during a power outage. Without a UPS system, networking equipment in wire closets and computer rooms will not function during a power outage. Without the use of UPS's on network

equipment, there is a possibility that data could become corrupt in the event of a power outage. In addition, when the power returns, the surge of electricity could cause the equipment to fail.

Action needed - Install UPS's.

- **Servers not being backed up**

This is an issue because if a file should get lost or corrupted, there is no way of restoring the file. Another issue with this is if a server should fail, there is no way to restore the server and all its data.

Action needed - Implement a backup solution with offsite storage.

- **Generator testing**

This is a critical element for not only the computer network, but also the City as a whole. The generator testing should be conducted monthly. If the generator is diesel powered, fuel should be tested at least twice a year for water contamination. BreaIT staff was unable to determine the last time the generator was tested.

Action needed - Test generator at least twice a year.

Medium Priority

- **PC's not of all the same make and model**

Different makes and models of PC's could pose a problem for support staff when having to update the BIOS and/or various drivers. Most systems are also out of warranty.

Action Needed - Replace workstations with same make and model.

- **Servers not of all the same make and model**

As discussed in the previous issue pertaining to PCs, different makes and models of servers can also pose a support problem.

Action Needed - Replace servers with same make and model.

- **No Password Policy in place**

There were no signs of any type of password policy in place. This policy dictates the password requirements (i.e. minimum password length, password change

timeframe, complexity, etc.) This is also a requirement in both the DOJ PPP and FBI CJIS policies.

Action Needed – Create Password Policy.

- **Printers being attached directly to PC's**

The issue with direct attached printers is the cost of stocking so many different toner and ink cartridges. In addition, it is a support problem keeping track of various locations of many different the printers within each building. In addition, printer driver updates become very difficult.

Action needed – Remove direct connected printers and utilize copiers and network printers along with a print server to manage printers.

- **Secure Wireless access and public access computers**

The problem is that anyone that wants to gain access to the City/Police network can do so without any problem due to the access points being open to the public and public computers being directly on the City/Police network.

Action needed – Install managed wireless access points and segment off the public computers, so that they are isolated from the City/Police network.

- **Users storing documents on local computers; not network file shares**

This is a concern because if a computer should fail, all the data will be lost. In addition, it is very difficult for users to share information via the network. A file server for PD has been implemented, however the shares are not being utilized, and for the shares that are being utilized – everyone has full access to the data stored there (i.e. a folder called IA is on a file share that the officers, city staff, and even the public have access to).

Action needed – Implement two (2) file servers (one for PD and one for City staff) with proper rights and shares. Retrain staff to save all data to the new network shares rather than local drives.

- **Possible problems with WINS and DNS**

Network slowness that is visible at the workstations could possibly be a result of WINS and DNS problems

Action needed – Verify proper operation of WINS and DNS.

- **Having direct email addresses posted on City Clerk website**

This is a security issue because if someone wanted to hack into the network, the person that is trying to hack in would already have most of the information needed.

Action needed – Remove direct email address from website and replace with a group address.

- **Condition of current UPSs**

Ages of existing UPS's are unknown, as are service records and battery condition.

Action needed – Test all UPS's for operation and condition. Replace defective units.

Low Priority

- **Users have admin rights on local computers**

Users have full control over computers. This includes the public computers. Users can install anything they want. We witnessed a resident installing software on a public computer at Little Bear Park during our site visit.

Action needed – Remove admin rights.

- **Lack of policies (security, software update, Internet, etc.)**

This is part of the previous concern: Lack of policies put both the computers and users at risk of being compromised by security attacks.

Action needed – Implement group, software update, and computer usage policies.

- **Firewall having user and general accounts for VPN access**

This is a concern that if the firewall should be compromised, the attacker would be able to obtain usernames and passwords right off the firewall.

Action needed – Remove usernames from firewall and create a network group for VPN access.

- **Debs Park DSL line**

The phone line that is used for the DSL at this park is unsecure. It is currently running along the fence of the park exposed to the elements, as well as the public.

Action needed – Find another solution for the cable path for the DSL line feeding this park. Another solution would be to establish a wireless link from either City Hall or Little Bear Park.

- **Parks limited connection to City network for employees**

This hinders the employees because they have no access to any of the city applications or servers. Accessibility limits need to be placed on public computers.

Action needed – Connect parks to City network

- **Location of computer room**

This is a safety concern. Current server location does not provide for adequate physical access to servers. Additionally, there is not a sufficient work surface area for a person to sit to perform daily server maintenance or routine duties. The current computer room location does not meet DOJ CLETS PPP and FBI CJIS Security Policies due to the fact that the current location cannot be secured.

Action needed – Find a secure new location for Computer room.

- **Applications not fully implemented**

During the site visit, we discovered that the City has purchased Vermont Systems RecTrack Software, however the software has never been fully implemented.

Action needed – Upgrade and implement RecTrack and any other software that the City has purchased.

- **Mix of network switch brands and models**

This makes it difficult to manage all the different makes and models of switches.

Action needed – Replace switches.

STAGE
TWO
DETAIL

Stage Two – Recommendations

In this stage, BreaIT will provide recommendations to the City of Bell for the issues and concerns addressed in Stage One. In these recommendations, approximate budgetary figures are included for any hardware needed. In addition to these budgetary figures listed, a complete recommended hardware list including costs is available in Appendix C. The recommendations are broken down by network and building. Within each area, the recommendations will also have a priority assigned.

City/Police Network

These recommendations are for the City/Police network as a whole. As part of the *critical* infrastructure, they all carry a priority of "high" and "medium" due to both network performance and support issues.

High Priority

- Replace switching equipment that is old and outdated throughout the network. Replace switches that are currently in use with new 48 port switches, and have one (1) additional switch on hand as a backup switch if one should fail. The reason for replacing all the switches is due to concerns with switch quality and the age of some of the equipment. BreaIT recommends the use of HP switches for two reasons: The first is that they are lifetime guaranteed. The second reason is that HP does not charge for software upgrades unlike most other manufacturers. For example, Cisco and Juniper both charge for these features. In addition, all ports that are not currently being used should be disabled to prevent anyone from plugging in a device without first obtaining permission. The cost for an HP 2510-48G switch is \$1,400. It is recommended that the City purchase eight (8) switches for a total of approximately \$11,200.
- Replace routers that are old and outdated. The routers in question are the three (3) Kentrox routers that connect both Little Bear and Veterans Parks to the network. In addition, if the City owns the router used for the Inglewood Police Parking Ticketing System, BreaIT

recommends replacing that as well. The costs for the routers are \$3,000 each.

- Upgrade the firewall that is currently in use. The firewall that the City is currently running is no longer available from the manufacturer, and is not supported unless you have a current support contract in place. With the replacement of the firewall, comes segmenting the network into six (6) separate networks. In addition to upgrading the firewall, it is also recommended to install managed access points and a content filter application. This will help mitigate problems with the public accessing the Internet at the parks, and complaints from both the citizens and employees about visiting websites with questionable material. Breat recommends using either Fortinet or Sonicwall for a firewall. The approximate cost is \$8,000. This cost includes content filtering, intrusion detection, and intrusion prevention. To add a managed access point, the cost is approximately \$450 per access point.
- Implementation of a spam filter system. This will reduce the amount of spam or junk email that comes into the City's email server. The approximate cost for the system is \$3,000.
- Implement a managed antivirus solution. The current antivirus is no longer functioning properly due to the laps of maintenance. An estimated cost for the software is \$1,100.
- Implement a NetMotion Server for communications to the patrol cars across AT&T's Network. NetMotion is a client-server software package that encrypts the data that traverses the AT&T Network from the patrol cars back to the Police Network. The installation of this software will provide the necessary encryption needed to comply with DOJ PPP and FBI CJIS Policies. The cost for the server and software is approximately \$10,000.
- Implement a backup solution to backup all server servers. This is necessary to recover files, folders, or servers in the event of being deleted or corrupted. Breat recommends using a device like Barracuda Networks

Barracuda Backup Server Model 490 with offsite storage. The approximate cost for this device is \$8,900, which includes all support costs and 500 Gb of offsite storage.

Medium Priority

- Configure Microsoft's Active Directories on the domain controller of the City Network so that Police can be administrator their own users. This will help eliminate support calls and issues to the Network Administrator.
- Recommendation on printers. BrealT recommends that the City standardize on HP Printers. Cost for a HP Black & White LaserJet Printer is \$1,000, and a Color LaserJet Printer is \$1,300.
- Standardize one manufacturer for servers and workstations. This alleviates extensive support issues with multiple manufacturers, thus creating a more manageable system. BrealT recommends the use of Dell or HP Computers for all servers and workstations. The approximate cost of a workstation is \$1,200 and a rack-optimized server is \$5,000. These costs include the operating system for both the workstations and the servers with Microsoft Office on the workstations.
- Replace finance system. The server that the system is running on has been deemed end-of-life from HP. It is recommended that the City look into other finance systems to replace the current system. The new systems on the market are capable of doing much more than the current system.
- Implement virtualization. The implementation of virtualization has several key benefits. These benefits are improved: server utilization, server reduction, security, server uptime, server and application management, and data backup and protection including business continuity preparedness.
- Replace the phone system. The current phone system is outdated and parts are no longer available for the system. It is recommended to replace the phone system with something new. If a VOIP system is chosen, it is

recommended to implement a separate network infrastructure for just the phones. This is due to if something should happen to the current data network, the phones will still be operational.

Debs Park

The following recommendation is for Debs Park and carries a priority of medium.

- The recommendation for this park is to relocate the DSL line from running along the fence to a more secure location. One way to correct this issue is to implement a wireless solution that is fed from either City Hall or Little Bear Park.

Little Bear Park

The following recommendations are for Little Bear Park. The recommendations are broken down into two priority levels. These levels are of high and medium priority.

High Priority

- BreaIT recommends installing a managed access point with two (2) different networks (one for City use, and one for public use). Both networks will have content filtering.
- BreaIT also recommends installing some form of lock on the cage where the network equipment is located.

Medium Priority

- The recommendation of the removal of the server from the park, and have the users authenticate and use the servers in City Hall.

Veterans Park

The following recommendations are for Veterans Park. The recommendations are broken down into two priority levels. These levels are of high and medium priority.

High Priority

- BreaIT recommends installing a managed access point with two (2) different networks (one for City use, and one for public use). Both networks will have content filtering.
- BreaIT also recommends installing some form of lock on the cage where the network equipment is located.

Medium Priority

- The recommendation of the removal of the server from the park, and have the users authenticate and use the servers in City Hall.

Computer Room

During the audit, BreaIT considered possible locations for a new computer room. BreaIT has three options for the new computer room. All options depend on what the City of Bell is planning on doing with the available space. The reason for relocating the computer room to a new location is for the security of the network and servers. The computer room relocation is of high priority.

- The most important recommendation for the new computer room is to replace all servers with new rack-optimized servers in an enclosed rack. BreaIT recommends using HP or Dell Servers. This new server rack should also include a keyboard, mouse, and monitor drawer along with a new keyboard, video, and mouse switch.
- Relocate the computer room to a new location in City Hall. The network switches will stay in their current location, and install a top of rack switch to feed into the network.
- Approximate costs associated with the computer room remodel are:

New enclosed server rack	\$1,500
New rack mount UPS	\$1,500
Keyboard, mouse & monitor drawer	\$1,500
Keyboard, mouse & video switch	\$4,000

Power distribution unit	\$100/unit
New rack-mount server	\$5,000/server

Stage Three – Support and Long-Term Technology Planning

STAGE
THREE
DETAIL

There are two types of technology planning to examine in this stage. The first is support planning, and the other is long-term planning. Support planning is the day-to-day support of the existing hardware and software that the City of Bell is currently using. The long-term planning is planning for PC replacement, network upgrades, application upgrades, system upgrades, future technology needs, etc. In this stage, we will outline these two plans.

Support Planning

A support plan is how the City provides day-to-day network and user support to the end user. BreaIT will assist the City of Bell in developing this plan. Several key components the City of Bell needs to consider when developing the support plan are outlined below.

- The City should contract with a company that can provide IT professionals with the ability to support all aspects of the current infrastructure. This company should be able to perform this task on a regular basis.
- The IT professionals will perform the routine user support. This includes answering computer and application questions, adding and removing users, printer maintenance, network data backups, configuration of new servers, configuration of new workstations, or anything else that comes up through the course of the day.
- In addition to the infrastructure and user support, the IT professionals will need to keep all workstations current with updates, operating system patches, application patches, and assist the City in staying current on licensing for all operating systems and applications. The IT professionals should also make sure that firewall and anti-virus software are current, as well.

- The IT professionals must have the ability to evaluate and recommend both hardware and software from a City perspective.
- The company that supports the City of Bell must be able to look at the network as a whole, and make the necessary recommendations to increase productivity.

Long-Term Technology Planning

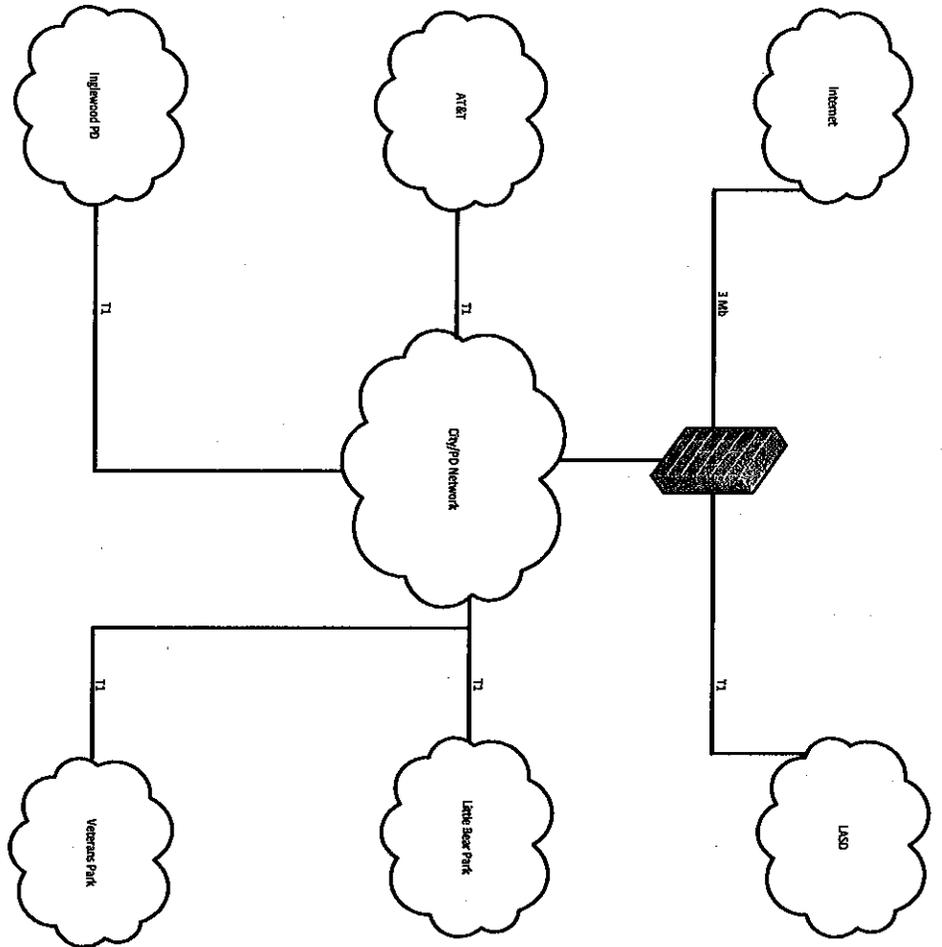
Long-term technology planning is the City's vision for technology in the future. This vision should project three (3) to five (5) years. As part of this project, BreaIT will assist the City of Bell in developing this plan. Listed below are some main points that should be addressed in the long-term technology plan.

- Develop a replacement schedule for all equipment. This schedule should include workstations, servers, printers, network switches, and any other equipment.
- Find a location for a new computer room. BreaIT has made a few recommendations as to where the new computer room should be located.
- Include application and system upgrades into the long-term planning. This would cover any applications or systems (e.g. the finance system replacement schedule). The reason the City should address this in the long-term technology plan is to prevent any applications or systems from reaching end-of-life before the City could replace it.
- A way to assist the City in long-term technology planning is to form a steering committee. This committee should include a member from each department. This committee will assist in the overall planning and direction.

CONCLUSION

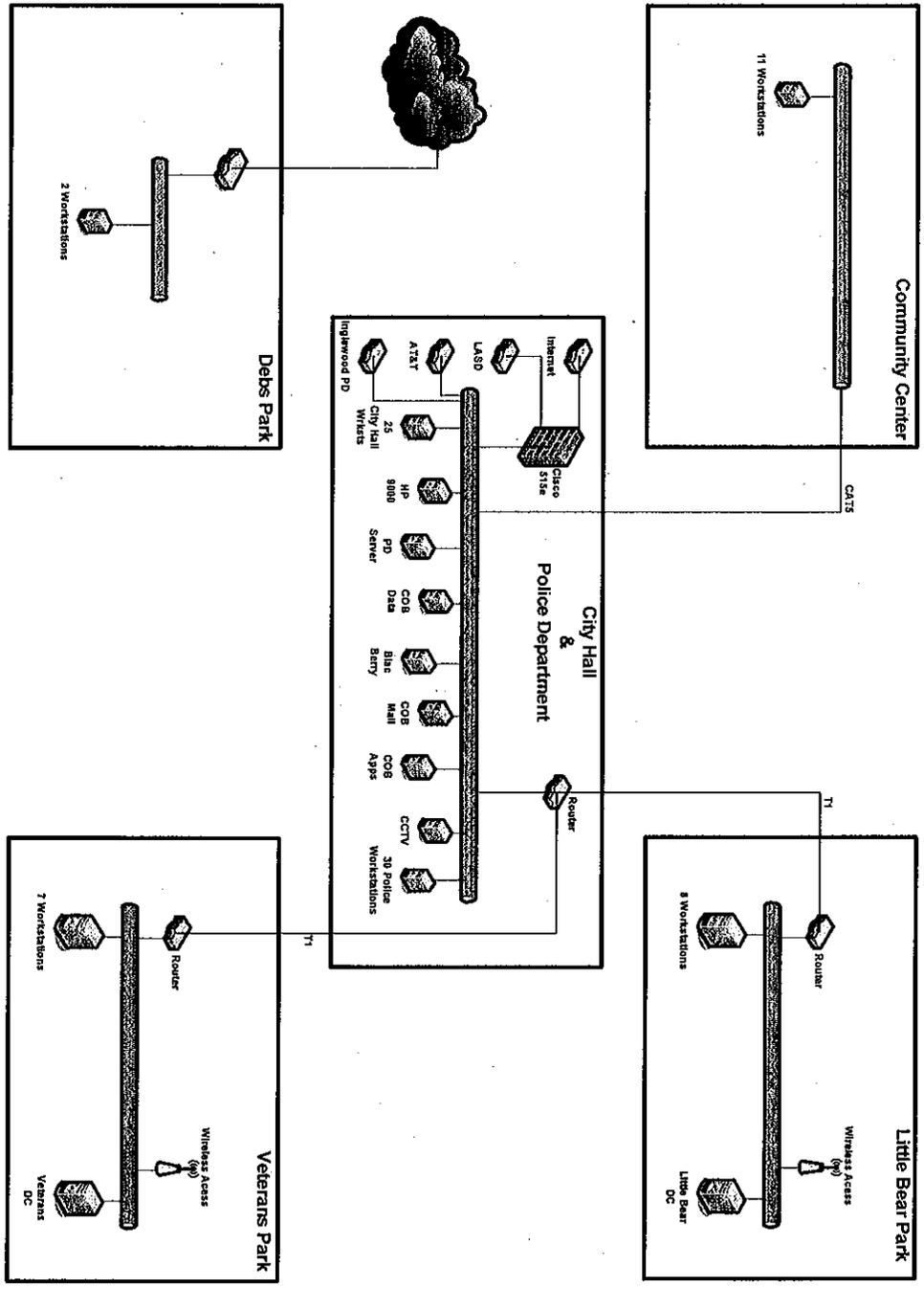
In summary, the City of Bell has contracted with BreaIT to perform a network analysis and inventory. This project was completed in three stages. These stages were data gathering and analysis, recommendations, and support and long-term technology planning. In the data gathering and analysis stage, BreaIT provided an overview of the entire network, inventory of all equipment, and addressed some issues and concerns. This was followed by some recommendations to rectify the issues and concerns. In addition, BreaIT was also asked to look at possible locations for a new server room. The findings were also addressed, along with the need to migrate to rack mounted servers. BreaIT rounded out their analysis of the networks at City of Bell with some thoughts and ideas regarding support and long-term technology planning.

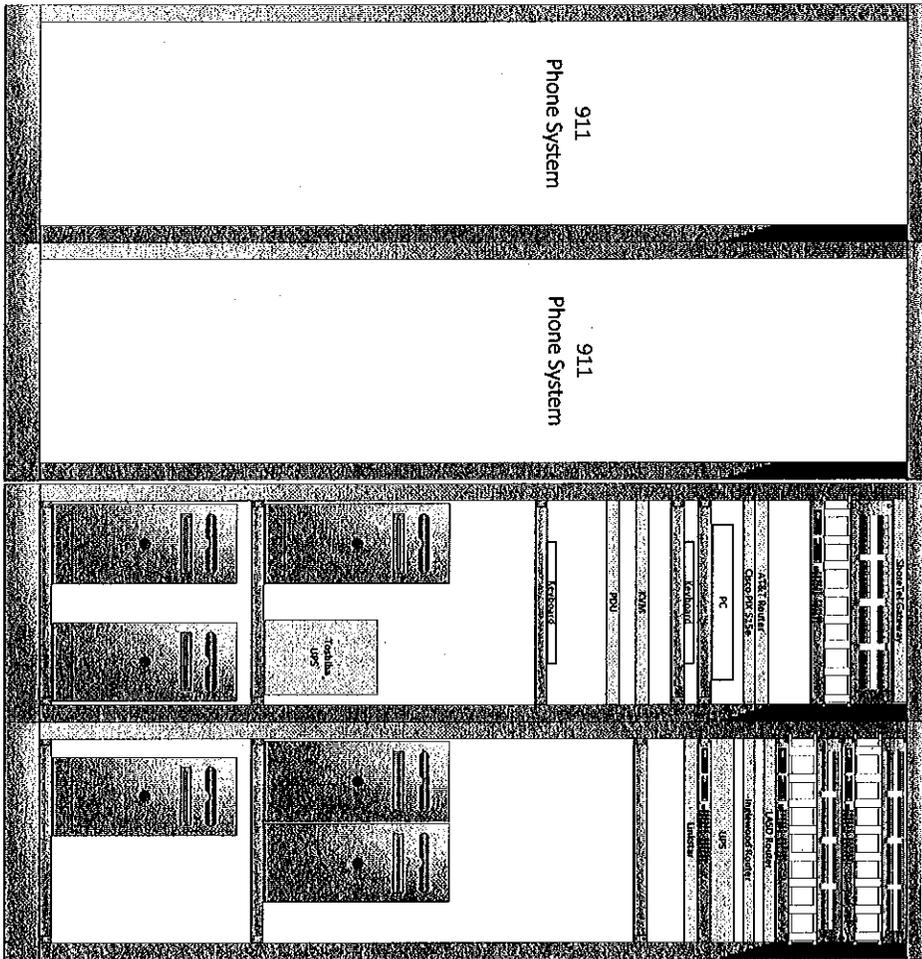
Figure 1 – Network Diagram



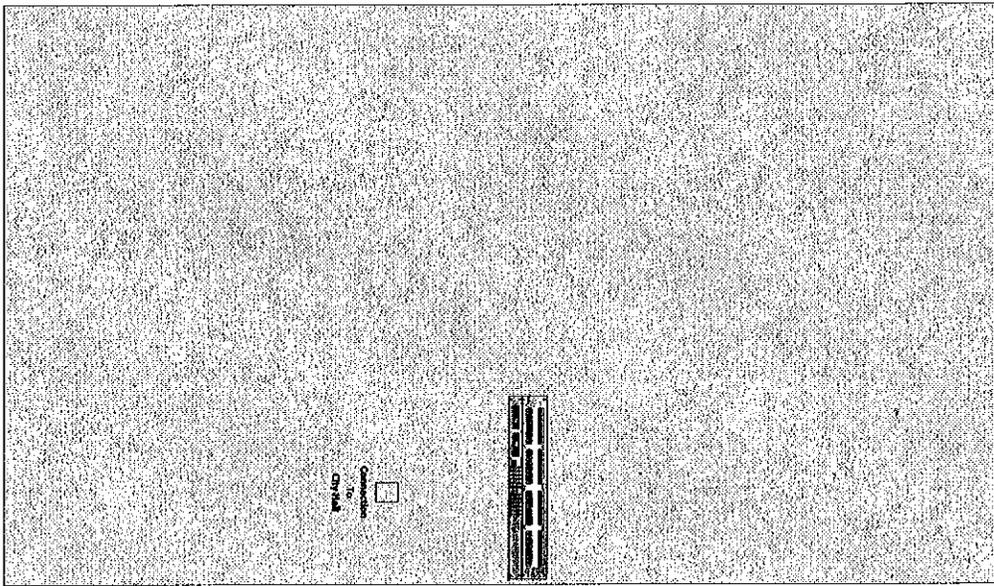
Appendix A – Equipment Overview

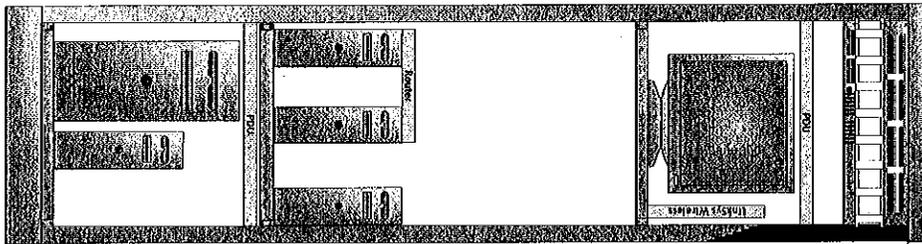
City Of Bell Network Overview



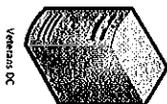
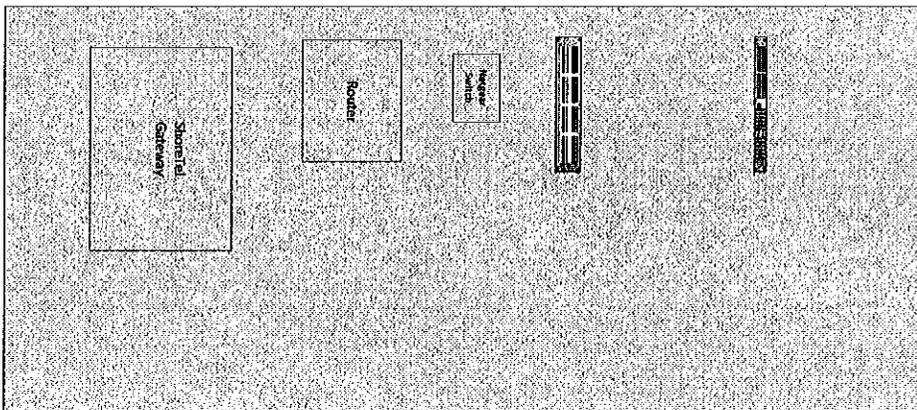


Bell City Hall/PD Server Racks





Little Bear Park



Appendix B – Hardware Inventory

City/Police Network

Switches

Netgear Switch Model: GS748TS	Qty: 3
Netgear Switch Model: JF516	Qty: 1
Netgear Switch Model: DS108	Qty: 1

Wireless Access Points

Netgear WNR2000 Access Point	Qty: 1
Netgear WN2000 Wireless Repeater	Qty: 1

Routers

Kentrox Router Model: Q2400	Qty: 1
Cisco 1700 Router	Qty: 1
Cisco 2500 Router	Qty: 1
Cisco 2811 Router	Qty: 1
Adtran NetVanta 836 Router	Qty: 1

Firewall

Cisco PIX 515E	Qty: 1
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Servers

Non Brand Name (Custom Built)	Qty: 6
HP 9000	Qty: 1

City Hall Building

Computers

Non Brand Name (Custom Built)	Qty: 25
Laptops	Qty: 5

Network Printers

HP Color LaserJet CM1312	Qty: 1
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Local Printers

HP LaserJet 4P	Qty: 1
HP LaserJet 6P	Qty: 1
HP LaserJet 1100	Qty: 1
HP LaserJet 1160	Qty: 1
HP LaserJet 1200	Qty: 1
HP LaserJet 1300	Qty: 1
HP LaserJet 1320	Qty: 1
HP LaserJet 2035	Qty: 1
HP LaserJet 4000	Qty: 1
HP Color LaserJet 1215	Qty: 1
HP Color LaserJet 1518	Qty: 1
HP Color LaserJet CM1312	Qty: 1
HP OfficeJet 7210	Qty: 1
HP OfficeJet 7410	Qty: 1
HP DeskJet 6122	Qty: 1
Canon MP560	Qty: 1

Police Building

Computers

Non Brand Name (Custom Built)	Qty: 30
Mobile Units	Qty: 13

Network Printers

HP LaserJet 4240	Qty: 1
HP LaserJet 8150n	Qty: 1
HP Color LaserJet 3600n	Qty: 1
HP Color LaserJet 4700	Qty: 1

Local Printers

HP LaserJet 1200	Qty: 1
HP LaserJet 2015	Qty: 2
HP LaserJet 2025	Qty: 1
HP LaserJet 2200	Qty: 1
HP LaserJet 2300	Qty: 1
HP OfficeJet 6500	Qty: 1

Hp DeskJet 6940

Qty: 2

Community Center Building

Switches

3Com 3C16592B

Qty: 1

Computers

Non Brand Name (Custom Built)

Qty: 11

Local Printers

HP LaserJet 1320

Qty: 1

HP Color LaserJet 3600

Qty: 1

HP OfficeJet 950xi

Qty: 1

HP OfficeJet 2210

Qty: 1

HP OfficeJet G55

Qty: 1

HP OfficeJet J5780

Qty: 1

HP DeskJet 5550

Qty: 1

Oki Laser B411C

Qty: 1

Oki Color Laser C5150

Qty: 1

Debs Park

Routers

DSL Router

Qty: 1

Computers

Non Brand Name (Custom Built)

Qty: 2

Local Printers

HP LaserJet P1600DN

Qty: 1

Little Bear Park

Switches

Netgear GS716T	Qty: 1
D-Link DES1228P	Qty: 1

Routers

Kentrox Router Model: Q2200	Qty: 1
<u>Wireless Access Points</u>	

Linksys WAP4400N	Qty: 1
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Computers

Non Brand Name (Custom Built)	Qty: 8
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Servers

Non Brand Name (Custom Built)	Qty: 1
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Network Printers

HP Color LaserJet 3600	Qty: 1
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Veterans Park

Switches

Netgear FS108P	Qty: 1
Linksys EF4124	Qty: 1

Routers

Kentrox Router Model: Q2200	Qty: 1
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Wireless Access Points

Linksys WAP4400N	Qty: 1
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Computers

Non Brand Name (Custom Built)	Qty: 7
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Servers

Non Brand Name (Custom Built)	Qty: 1
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Network Printers

Oki Color Laser C530DN

Qty: 1

Appendix C – Budgetary Figures

HP ProCurve Switch 2511-48G	\$1,400
Fortinet Fortigate 300C Firewall	\$2,500
Fortinet FortiAP 220B	\$450
HP Workstation	\$1,200
HP LaserJet Printer	\$1,000
HP Color LaserJet Printer	\$1,300
Cisco Router	\$3,000
Barracuda Spam Firewall	\$3,000
Barracuda Backup Server	\$8,900
ESET Antivirus Software	\$1,100
NetMotion Server (Server & Software Included)	\$10,000
HP Enclosed Rack	\$1,500
Rack-Mount UPS	\$1,500
Keyboard, Mouse, & Monitor Drawer	\$1,500
Keyboard, Mouse, & Video Switch	\$2,000
Power Distribution Unit	\$100
HP Proliant DL360p Gen8 Server	\$5,000
Microsoft Windows 2008 R2 server	\$800

All figures are priced out as each and does not include sales tax.

**City of Bell
Agenda Report**

DATE: June 20, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: 
BY Doug Willmore, City Manager

SUBJECT: Consideration for Temporary Use Permits for Fireworks stands in the city of Bell for the year 2012.

RECOMMENDATION

Staff recommends that the applications be reviewed, and that the Mayor and City Council rule on the merits of the Applications.

SUMMARY

Pursuant to Bell Municipal Code section 8.20.030, No person shall sell or offer to sell, any safe and sane fireworks without first obtaining a temporary use permit from the City of Bell and approval from the City Council. The enclosed attachments include the application for permits accepted from qualified organizations that propose to establish a fireworks stand within the city limit.

Each application packet includes the temporary use application, a hold harmless certificate, fire marshal approval, certificate of liability insurance, property permission, site plan, and sellers permit.

Each application packet has been reviewed and verified by staff and is ready for Council review and approval. The following chart summarizes the fireworks stand site addresses and sponsor for your convenience.

<u>Site Address</u>	<u>Sponsor</u>
1) 6201-6391 Atlantic Ave (Bell Palm Plaza)	Masons of Bell
2) 5093 Florence Ave (SWC Otis and Florence)	Bell Police Officers Assoc.
3) 7019 Atlantic Ave (Kragen Shopping Center)	El Hussein Community Ctr
4) 6200 King Ave (SWC Randolph and King)	SAY Yes! Center for Youth

5) 4200 Florence Ave (SWC of Otis/Florence)

Al Hadi School

6) 6400 Atlantic Ave (SWC Gage/Atlantic)

IDS Battlefront Youth Grp

Attachments:

(6) Temporary Use Permit Packets including:

- TUP Approval Letter
- Application and Hold Harmless Certificate
- Tenant Notification
- Property Permission
- Site Plan
- Certificate of insurance
- State Fire Marshall Approval
- Sellers Permit
- Proceeds Report



CITY OF BELL

June 21, 2012

Antonio Villanueva
Masons of Bell
6201 Homes Ave
Los Angeles, California 90001

Request: Special/Temporary Use Permit No. 2012-10
Purpose: Fireworks Stand
Date: No earlier than 12:00 PM on June 28, 2012 & no later than 12:00 AM on July 5, 2012.
Time: 10:00 a.m. to 10:00 p.m.
Coordinator: Antonio Villanueva (310) 420-8200
Location: 6201-6391 S. Atlantic Avenue, Bell, California 90201

Dear Mr. Villanueva:

The City of Bell Planning Department has reviewed your request for a Special/Temporary Use Permit to conduct the activity described above. The Special/Temporary Use Permit is hereby **approved** subject to the special conditions listed herein.

Special Conditions:

1. That the operation of the fireworks stand shall be conducted in accordance with the provisions of Chapter 8.20 of the Bell Municipal Code, attached hereto and made a part of this permit; and
2. That no fireworks stand shall have a floor area greater than two hundred fifty (250) square feet; and
3. That each fireworks stand less than forty (40) feet in length shall have at least two usable exits; each stand in excess of forty (40) feet in length shall have at least three usable exits; and
4. Fireworks stand shall be provided with two (2) fire extinguishers of a type and size approved by the fire chief.
5. Fireworks stands shall be located at least five hundred (500) feet apart; and
6. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty five (25) feet surrounding the stand; and
7. That "No Smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and

8. That a "Fireworks Stand Permit" application shall be filed with the Los Angeles County Fire Department for review upon receipt of this letter; and
9. That no other person other than the licensed organization shall operate the fireworks stand for which the permit is issued, and person other than individuals who are members of the licensed organization shall participate in the operation of the fireworks stand; and
10. That an electrical permit shall be obtained from the Department of Building & Safety for the installation of temporary wiring and lighting in conjunction with the fireworks stand; and
11. That the Fireworks Stand shall be erected under the supervision of the building official who shall require that the Fireworks Stand be constructed in a manner which will reasonably ensure the safety of the attendants and patrons thereof. If an inspection is required from the Building and Safety Department, that it shall be obtained at least 24 hours prior to the starting date indicated above; and
12. That the Fireworks Stand shall be supervised twenty-four (24) hours a day until the Fireworks Stand is dismantled; and
13. That the Fireworks Stand shall not be inhabited over night but only supervised; and
14. That all persons working the fireworks stand shall be at least eighteen(18) years old, and no persons under the age of eighteen (18) years shall participation in the operation of the fireworks stand; and
15. That the sale or consumption of alcoholic beverages in or adjacent to the fireworks stand and on public right-of-way, shall be prohibited at all times; and
16. That signs in conjunction with the Fireworks Stand, and the sale of fireworks, shall be prohibited on the public right-of-way, to include but not limited to utility and lighting poles; and
17. That the proposed use shall be conducted entirely within the boundaries of the subject property, and shall not encroach onto any other private or public right-of-way; and
18. That the Fireworks Stand shall be located at the approved site location, pursuant to the attached Site Plan; and
19. That no fireworks stand shall be located within ten(10) feet of any other building or within one hundred (100) feet of any gasoline service station, or other use which involves the use or storage of any flammable liquid or material; and
20. That any trash and debris from the proposed temporary use shall be cleaned from the subject site, as well as surrounding properties and public right-of-way throughout each day of activities; and
21. That fireworks shall not be sold prior to twelve noon on June 28, 2011 and such sale shall cease at twelve midnight on July 5, 2012; and
22. That all unsold stock and accompanying litter shall be removed from the stand and from the City limits by twelve noon on July 6, 2012; and
23. That each firework stand shall be removed from its temporary location no later than

twelve noon on July 18, 2012, and all accompanying litter shall be cleared from such location by such time and date; and

24. That damages caused to any public improvements shall be repaired and/or replaced in accordance with City standards; and
25. That prior to commencing the sale of fireworks, the fireworks and the stand shall be inspected and approved by inspectors from the City of Bell and the Los Angeles County Fire Department.
26. That the applicant shall provide a report to the City, indicating how the proceeds from the Fireworks stands were spent or budgeted for expenditure, within 120 days of the date on this Temporary Use Permit.
27. The sell or offer to sell of dangerous fireworks shall be prohibited.

Validation

This permit has been issued pursuant to the provisions of Article IV, Chapter 2, of the Bell Municipal Code. Any violation of the listed and referenced conditions of approval shall automatically **VOID** this permit, and shall require the use to be immediately terminated.

Regards,



Carlos M. Chacon
Assistant City Planner

Attachments:

- Application
- Hold Harmless Certificate
- Resident Notification
- Property Permission
- Site Plan
- Insurance
- Fire Marshall Application
- Sellers Permit
- Proceeds Report

Cc: Mayor and City Council (5)
City Manager (1)
Police Captain (1)
Police-Department Watch Commander (1)
Police Department Dispatch (1)
Code Enforcement Division (3)
Building and Safety (1)
File (1)



CITY OF BELL

APPLICATION FOR TUP 2012-10 SPECIAL/TEMPORARY USE PERMIT

Pursuant to Part E and Part G of Article IV, Chapter 2 of the Bell Municipal Code, application is hereby made for a Special/Temporary Use Permit to conduct the following use:

- Parking lot sale in conjunction with an on-site business
- Outdoor exhibit or sale NOT in conjunction with on-site business
- Firework Stand Banners Carnival Fair Filming Rummage Sale Circus
- Special promotional campaigns for service stations (see special attachment)
- Description of proposed activity: SALE OF FIREWORKS

Location: 6201-6391 S. ATLANTIC AVE. Bell, California 90201
(address)

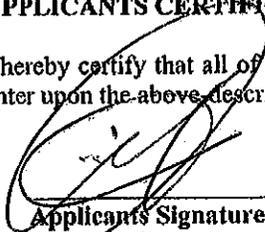
Sponsor: MASONS OF Bell
(name)
6201 Holmes Ave
(address)
Los Angeles, CA 90004
(city) (state) (zip)
310 (420) 8200
(telephone)

Coordinator: Antonio Villanueva
Telephone No.: (310) 420-8200
Dates & Times: _____

This application, a Certificate of Issuance, cleaning deposit, owner's written authorization, and hold harmless agreement, shall be submitted to the City of Bell not less than 15 days prior to the first date of the use listed above. Outdoor assembly uses shall also submit the site plan, notification list and radius map with the application. Any special requests for service, i.e. police officers, shall be in writing to the Chief of Police, with a copy attached to this application. If the application is approved, all additional fees and conditions shall be satisfied prior to commencement of the use.

APPLICANTS CERTIFICATION

I hereby certify that all of the information provided is correct, and give authorization to City personnel to enter upon the above described property at their discretion for verification of conditions set forth.


Applicants Signature

3/20/12
Date



CITY OF BELL

Hold Harmless Certificate

The undersigned shall save, keep, hold, and represent the City of Bell, its officers and agents harmless from all damages, costs or expenses in law, equity, and any liability that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work which may arise from or be a result of the involvement of the undersigned in the following project:

Address of project: 6201 - 6391 S. Atlantic Blvd

Bell, California 90201

Furthermore, the undersigned hereby certifies that he/she will be responsible for all conditions of approval in conjunction with the aforementioned project.

Executed at: Los Angeles, California

Dated: March 20, 2012

Print Name: Antonio Villanueva

Address: 6201 Holmes Ave

Los Angeles, State: CA Zip: 90001

Signature: [Handwritten Signature]



4740 Green River Road, Suite 218 • Corona, CA 92880
Toll Free: (800) 597-4955 • Ph: (951) 549-7979 • Fax: (951) 549-7997

FIREWORKS.COM

March 15, 2012

Dear Resident or Occupant:

This is to notify you that the Masons of Bell is the sponsor of a fireworks stand scheduled to sell Safe & Sane Fireworks from June 28, 2012, until July 4, 2012. This event will begin at 12:00 noon on June 28, 2012, and is scheduled to end at 10:00 pm on July 4, 2012, and will be held at 6201-6391 Atlantic Ave., Bell, California.

If you have any questions regarding this event, please contact the City of Bell at 6330 Pine Avenue, Bell, California, or call (323) 588-6211, extension 204.

Josh Evans
Phantom Fireworks
(951) 549-7979

Marzo 15, 2012

Estimado Residente o Ocupante:

Esta carta es para notificarle que Masons of Bell apadrinaran un puetso de cuetes fijado el Junio 28, 2012, hasta Julio 4, 2012. Este evento va a comenzar a las 12:00 de la tarde Junio 28, 2012, y esta fijado a terminar a las 10:00 pm Julio 4, 2012, en 6201-6391 Atlantic Ave., Bell, California.

Si tiene alguna pregunta referente a este evento, favor de llamar a la Ciudad de Bell al (323) 588-6211, extencion 204.

Josh Evans
Phantom Fireworks
(951) 549-7979

Property Permission Use

TO: CITY CLERK, LOCAL FIRE AGENCY AND / OR OTHER INTERESTED PARTIES:

THE UNDERSIGNED, OWNER AND / OR CONTROLLING PARTY, OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

MASONS OF BELL

AND BIG BEAR "PHANTOM" FIREWORKS CO., INC., THE USE OF THE PROPERTY LOCATED AT:

6201-6391 Atlantic Ave.

APN#

CITY OF Bell COUNTY OF Los Angeles

FOR THE 2012 FIREWORK SEASON.

THE ORGANIZATION AND/OR BIG BEAR "PHANTOM" FIREWORKS CO., INC., AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE WITHIN 5 DAYS OF THE CLOSE OF THE SEASON.

Romy Miura

NAME- PLEASE PRINT

(PROPERTY OWNER / CONTROLLER OF PROPERTY)



SIGNATURE

DATE March 6, 2012

AT Los Angeles, CA

PROPERTY OWNER: PLEASE INDICATE BELOW THE NAME OF THE ADDITIONAL INSURED AND HOW YOU WOULD PREFER YOUR CERTIFICATE OF INSURANCE TO BE READ.

ADDITIONAL INSURED:

CERTIFICATE OF INSURANCE TO BE MAILED TO: Bell Palm Plaza, Limited Partnership
c/o Charles Dunn Company
800 West 6th Street, 6th Floor
Los Angeles, CA 90017

PHONE: 213-683-0500

CERTIFICATE OF INSURANCE WILL BE MAILED PRIOR TO ERECTING OF STANDS AND THE SALE OF ANY MERCHANDISE.

BIG BEAR "PHANTOM" FIREWORKS COMPANY
P.O. BOX 215
BLOOMINGTON, CA 92316
(800) 597-4955



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2012

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

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

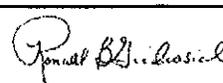
PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Surplus Insurance Corporation		10725
INSURER B : Ironshore Specialty Insurance Company		25445
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:**E9JZQ4AR **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EGLB01888933	10/30/2011	10/30/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB			000770202	10/30/2011	10/30/2012	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						CLAIMS-MADE AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Municipality: The city of Bell, its officers, agents, officials, employees, and volunteers; when acting in their official capacity as such.
The Certificate Holder is named as Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER The City of Bell 6330 Pine Avenue Bell, CA 90201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Index 5942
PCA 59420
Source Code 125700-06

OFFICE OF THE STATE FIRE MARSHAL RETAIL FIREWORKS LICENSE APPLICATION

(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

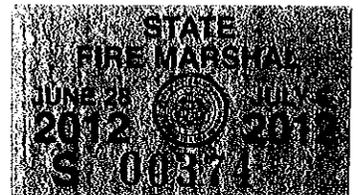
Licensee	MASONS OF BELL FENIX #10 LODGE
Stand Location	6201-6391 S. ATLANTIC AVE.
City, State & Zip	BELL, CA 90201
County	LOS ANGELES
LOCAL CONTACT PERSON	
Name	JOSH EVANS
Phone	(951) 549-7979

**-Notice-
COPY OF THIS NOTICE MUST BE POSTED AT STAND
WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

Name	MASONS OF BELL FENIX #10 LODGE
Address	4740 GREEN RIVER RD., STE. 218
City, State & Zip	CORONA, CA 92880



Justin Calenzuela
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	LOS ANGELES COUNTY FIRE DEPARTMENT
Address	1320 N. EASTERN AVE.
City, State & Zip	LOS ANGELES, CA 90063

Signature of Applicant
February 16, 2012

Date

112

CALIFORNIA STATE BOARD OF EQUALIZATION

TEMPORARY SELLER'S PERMIT

Valid 6/28/2012 through 7/4/2012



ACCOUNT NUMBER

SR AA 102-210826

MASONS OF BELL
FENIX LODGE NO.1
6201 ATLANTIC AVE
BELL, CA 90201-1225

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-ST REV. 4 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION

Sales and Use Tax Department

MASONS OF BELL
FENIX LODGE #1
%6201 HOLMES AVE
LOS ANGELES, CLAIFORNIA 90001
(310) 420-8200

INCOME

2011 Fireworks Delivered		\$27,283.73
CREDIT FOR COST INVENTORY RETURNED		\$ 4,704.89
GROSS INCOME		\$23,578.84
RENT	\$3,401.95	
CREDIT CARD MACHINE	166.74	
CREDIT CARD SALES CREDIT	-2,265.06	
INVENTORY CK TO PHANTHOM	16,562.06	
TOTAL COSTS		\$17,865.73
NET INCOME BEFORE SALES TAXES		\$ 5,713.11
SALES TAXES PAID		1,892.00
NET PROFIT AFTER SALES TAXES		<u>\$ 3,821.11</u>
ALLOCATED FOR BELL HIGH SCHOOL SCHOLARSHIPS		\$ 2,000.00
ALLOCATED FOR WINTER SOLSTICE CELEBRATION		900.00
ALLOCATED FOR SUMMER SOLSTICE CELEBRATION		900.00
AVAILABLE FOR GENERAL FUND		\$ 21.11



CITY OF BELL

June 21, 2012

Terry Dixon
Bell Police Officers Association
6326 Pine Avenue
Bell, California 90201

Request: Special/Temporary Use Permit No. 2012-14
Purpose: Fireworks Stand
Date: June 28, 2012 at 12:00 PM & no later than 12:00 AM on July 5, 2012
Time: 10:00 a.m. to 10:00 p.m.
Coordinator: Terry Dixon (323) 582-6211
Location: 5093 Florence Avenue, Bell, California 90201

Dear Mr. Dixon:

The City of Bell Planning Department has reviewed your request for a Special/Temporary Use Permit to conduct the activity described above. The Special/Temporary Use Permit is hereby **approved** subject to the special conditions listed herein.

Special Conditions:

1. That the operation of the fireworks stand shall be conducted in accordance with the provisions of Chapter 8.20 of the Bell Municipal Code, attached hereto and made a part of this permit; and
2. That no fireworks stand shall have a floor area greater than two hundred fifty (250) square feet; and
3. That each fireworks stand less than forty (40) feet in length shall have at least two usable exits; each stand in excess of forty (40) feet in length shall have at least three usable exits; and
4. Fireworks stand shall be provided with two (2) fire extinguishers of a type and size approved by the fire chief.
5. Fireworks stands shall be located at least five hundred (500) feet apart; and
6. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty five (25) feet surrounding the stand; and
7. That "No Smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
8. That a "Fireworks Stand Permit" application shall be filed with the Los Angeles County Fire Department for review upon receipt of this letter; and

9. That no other person other than the licensed organization shall operate the fireworks stand for which the permit is issued, and person other than individuals who are members of the licensed organization shall participate in the operation of the fireworks stand; and
10. That an electrical permit shall be obtained from the Department of Building & Safety for the installation of temporary wiring and lighting in conjunction with the fireworks stand; and
11. That the Fireworks Stand shall be erected under the supervision of the building official who shall require that the Fireworks Stand be constructed in a manner which will reasonably ensure the safety of the attendants and patrons thereof. If an inspection is required from the Building and Safety Department, that it shall be obtained at least 24 hours prior to the starting date indicated above; and
12. That the Fireworks Stand shall be supervised twenty-four (24) hours a day until the Fireworks Stand is dismantled; and
13. That the Fireworks Stand shall not be inhabited overnight but only supervised; and
14. That all persons working the fireworks stand shall be at least eighteen(18) years old, and no persons under the age of eighteen (18) years shall participation in the operation of the fireworks stand; and
15. That the sale or consumption of alcoholic beverages in or adjacent to the fireworks stand and on public right-of-way, shall be prohibited at all times; and
16. That signs in conjunction with the Fireworks Stand, and the sale of fireworks, shall be prohibited on the public right-of-way, to include but not limited to utility and lighting poles; and
17. That the proposed use shall be conducted entirely within the boundaries of the subject property, and shall not encroach onto any other private or public right-of-way; and
18. That the Fireworks Stand shall be located at the approved site location, pursuant to the attached Site Plan; and
19. That no fireworks stand shall be located within ten(10) feet of any other building or within one hundred (100) feet of any gasoline service station, or other use which involves the use or storage of any flammable liquid or material; and
20. That any trash and debris from the proposed temporary use shall be cleaned from the subject site, as well as surrounding properties and public right-of-way throughout each day of activities; and
21. That fireworks shall not be sold prior to twelve noon on June 28, 2011 and such sale shall cease at twelve midnight on July 5, 2012; and
22. That all unsold stock and accompanying litter shall be removed from the stand and from the City limits by twelve noon on July 6, 2012; and
23. That each firework stand shall be removed from its temporary location no later than twelve noon on July 18, 2012, and all accompanying litter shall be cleared from such location by such time and date; and

24. That damages caused to any public improvements shall be repaired and/or replaced in accordance with City standards; and
25. That prior to commencing the sale of fireworks, the fireworks and the stand shall be inspected and approved by inspectors from the City of Bell and the Los Angeles County Fire Department.
26. That the applicant shall provide a report to the City, indicating how the proceeds from the Fireworks stands were spent or budgeted for expenditure, within 120 days of the date on this Temporary Use Permit.
27. The sell or offer to sell of dangerous fireworks shall be prohibited.

Validation

This permit has been issued pursuant to the provisions of Article IV, Chapter 2, of the Bell Municipal Code. Any violation of the listed and referenced conditions of approval shall automatically **VOID** this permit, and shall require the use to be immediately terminated.

Regards,



Carlos M. Chacon
Assistant City Planner

Attachments:

- Application
- Hold Harmless Certificate
- Resident Notification
- Property Permission
- Site Plan
- Insurance
- Fire Marshall Application
- Sellers Permit
- Proceeds Report

Cc: Mayor and City Council (5)
City Manager (1)
Police Captain (1)
Police-Department Watch Commander (1)
Police Department Dispatch (1)
Code Enforcement Division (3)
Building and Safety (1)
File (1)

CITY OF BELL

6330 Pine Avenue
Bell, CA 90201

Hold Harmless Certificate

The undersigned shall save, keep, hold, and represent the City of Bell, its officers and agents harmless from all damages, costs or expenses in law, equity, and any liability that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work which may arise from or be a result of the involvement of the undersigned in the following project:

SAFE AND SANE FIREWORKS SALE

Address of project: 5093 FLORENCE AVE.

Bell, California 90201

Furthermore, the undersigned hereby certifies that he/she will be responsible for all conditions of approval in conjunction with the aforementioned project.

Executed at: BELL, California

Dated: _____, 2012

Print Name:

TERRY DIXON

Address:

6326 PINE AVENUE

90201

BELL

State: CA

Zip:

Signature:

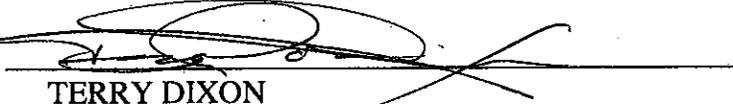


April 2012

Dear Resident or Occupant:

This is to notify you the **Police Officers Association** are the sponsors of a fireworks stand fundraiser scheduled for: **June 28** thru **July 4th midnight** and will be at: **5093 Florence Ave. & Wilcox, NEC, Bell, California.**

If you have any questions regarding this event, please contact the **Building & Planning Department, City of Bell, 6330 Pine Avenue, Bell, California** at (323) 588-6211.

By: 

TERRY DIXON

April 2012

Estimado Residente o Ocupante:

Esto es para notificarle que **Police Officers Association** sera el patrocinador de un puesto de fuegos artificiales para recaudar fondos. Comenzara desde **Junio 28**, hasta **Julio 4**. Este evento empezara en **Junio 28** y terminara el **4 de Julio a medianoche** y estara ubicuado en la siguiente direccion: **5093 Florence Ave. & Wilcox, NEC, Bell, California**

Si usted tiene algunas preguntas sobre este evento, por favor de comunicarse con el **Building & Planning Department, City of Bell, 6330 Pine Avenue, Bell, California** at (323) 588-6211.

By: 

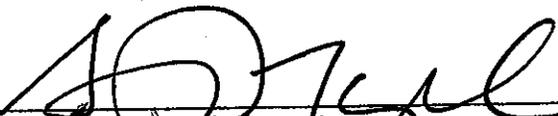
TERRY DIXON

TO WHOM IT MAY CONCERN:

Permission is hereby granted to **Bell Police Officers Association** and American Promotional Events, Inc., d.b.a. TNT Fireworks for the exclusive right to use the property located at **5089 East Florence Avenue** in the City of **Bell**, California, for their 2012 Fireworks Stand.

It is understood that this sale will be conducted in accordance with all City, County, and State regulations.

WILCOX FLORENCE LP

By:  Date: 
Steven J. Fogel
General Partner


CSR1703

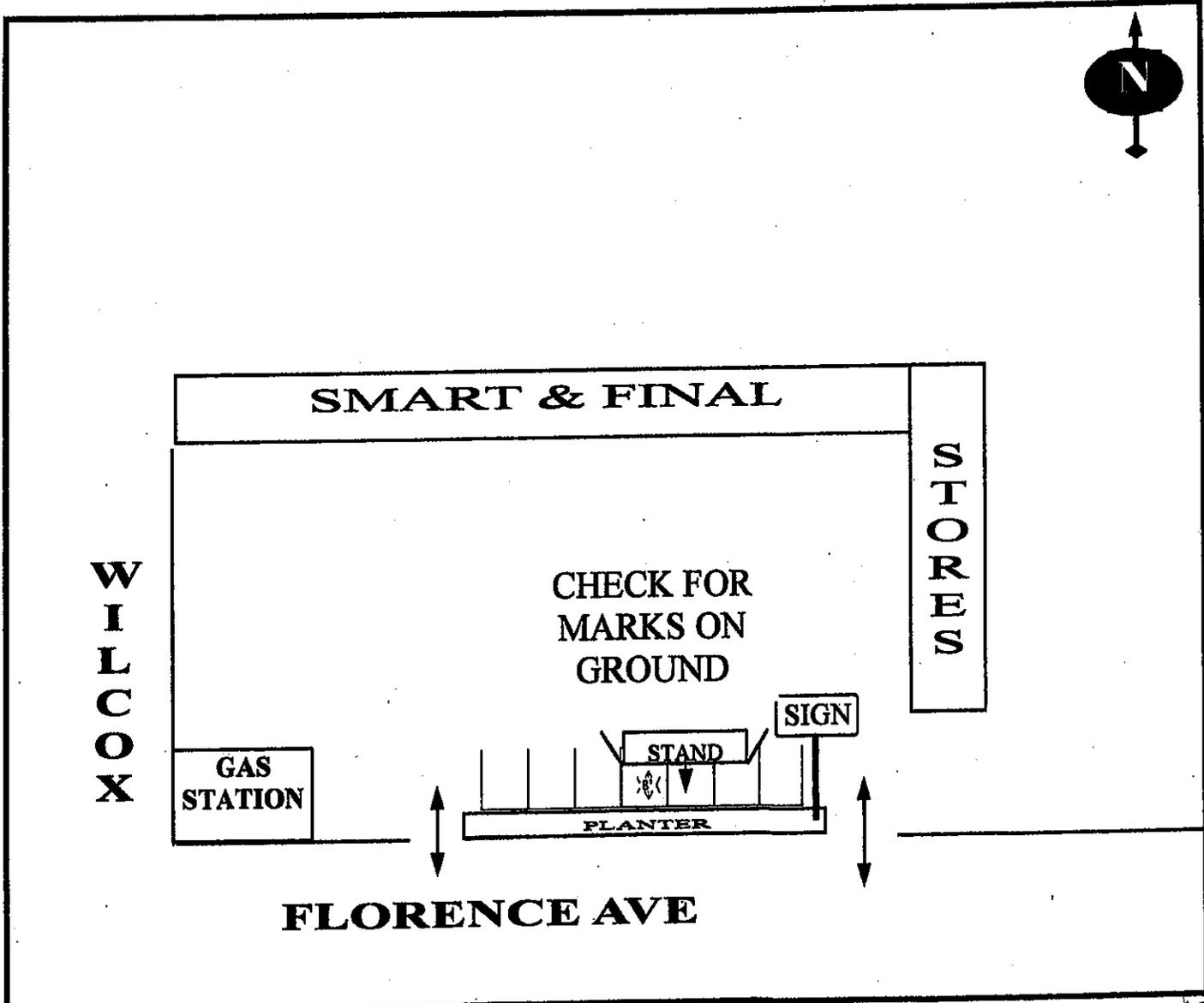
TNT FIREWORKS

STAND CONTRACT # _____ LOCATION# CSR 1703 DATE 2/1/06
BRAND TNT SALES ASSOCIATE TERESA FLORES
CITY BELL ORGANIZATION BELL POLICE OFFICERS ASSOCIATION
SIZE 8X40X8 CONSTRUCTION STYLE NN BACK DOORS 1
BILLBOARDS 2 A-FRAMES 1 BANNERS YES PENNANTS YES
SET-UP FROM 6-21 TO _____ DOWN DATE 7-7
ADDRESS 5093 FLORENCE
INTERSECTION N / E WILCOX & FLORENCE
THOMAS GUIDE — COUNTY LA PAGE 705 GRID E 1 INSPECTION DATE _____
SPECIAL INSTRUCTIONS SET STAND 8' NORTH OF PLANTER. LEAVE 4 PARKING STALLS WEST
OF SIGN EMPTY. "NEW STAND ONLY" MAKE SURE FRONT OF STAND IS
VISIBLE FROM STREET & NOT BLOCKED BY REAL ESTATE SIGN.

REVISION #

DATE

SETBACKS— CURBS 15' SIDEWALK _____ BUILDINGS 10'





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2012

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

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

PRODUCER Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139	CONTACT NAME: PHONE (A/C No, Ext): 440-248-4711		FAX (A/C No): 440-544-1234
	E-MAIL ADDRESS:		
INSURED 5530 American Promotional Events Inc. dba TNT Fireworks 555 North Gilbert Avenue Fullerton CA 92833	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B: Axis Surplus Ins Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1015931392

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			44272132	11/1/2011	11/1/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EAU763757	11/1/2011	11/1/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$1,000,000
								\$
	DED <input type="checkbox"/> RETENTION \$						WC STATUTORY LIMITS	OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A			E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insured: Property located at 5093 Florence Avenue, Bell, CA 90201 (Loc # CSR1703)

The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Police Officers Association And The City of Bell, their officers, agents and employees when acting in their official capacities as such
 6330 Pine Avenue
 Bell CA 90201

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

123



Index 5942
PCA 59420
Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
RETAIL FIREWORKS LICENSE APPLICATION**
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

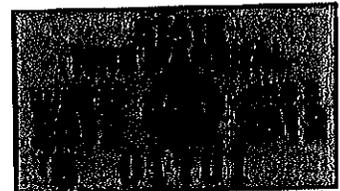
Licensee	<u>POLICE OFFICERS ASSOCIATION</u>
Stand Location	<u>5093 FLORENCE AVE.</u>
City, State & Zip	<u>BELL, CA 90201</u>
County	<u>LOS ANGELES</u>
LOCAL CONTACT PERSON	
Name	<u>TERESA FLORES</u>
Phone (____)	<u>714-734-1002</u>

**-Notice-
COPY OF THIS NOTICE MUST BE POSTED AT STAND
WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 18.

MAILING ADDRESS OF LICENSEE

Name	<u>POLICE OFFICERS ASSOCIATION</u>
Address	<u>555 N. GILBERT</u>
City, State & Zip	<u>FULLERTON, CA 92833</u>



[Signature]
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	<u>LOS ANGELES COUNTY FIRE DEPARTMENT</u>
Address	<u>1320 N. EASTERN AVENUE</u>
City, State & Zip	<u>LOS ANGELES, CA 90063</u>

Signature of Applicant

Date

CALIFORNIA STATE BOARD OF EQUALIZATION

TEMPORARY SELLER'S PERMIT

Valid 6/28/2012 through 7/4/2012



ACCOUNT NUMBER

SR AA 102-218695

BELL POLICE OFFICERS ASSOCIATION
5093 FLORENCE AVE
BELL, CA 90201-3802

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-ST REV. 4 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



Bell Police Officers Association & Bell Police Explorer Post #539

June 11, 2012

City of Bell
Nancy Fong, Director of Building & Planning
6330 Pine Avenue
Bell, CA 90201

RE: Proceeds Report Regarding Temporary Use Permit for Fireworks Stand

Ms. Fong,

Please accept last year's proceeds report for the Bell Police Officers Association Firework Stand. The proceeds are budgeted as follows for 2011-2012;

Total Proceeds (excluding taxes paid to the State of CA)	\$ 18,724.08
Taxes Paid to the State of California Board of Equalization	\$ 2,012.84
Total	\$ 16,711.24

Budgeted Expenditures:

Uniform & Equipment for Explorer Program	\$ 4,500.00
Learning for Life dues & Insurance Fees Paid	\$ 1,000.00
Training Academies & Competitions for Explorers	\$ 4,700.00
Annual Christmas Family Needy Drive	\$ 4,000.00
Student Scholarship Program	\$ 2,500.00
Total	\$ 16,700.00

The Bell Police Officer's Association and the Bell Police Explorer Post #539 is dedicated to the community we serve. We are always proud to give to those that are in need.

Respectfully Submitted,

Bell Police Officers Association
Bell Police Explorer Post #539



CITY OF BELL

June 21, 2012

Ali Saleh
El Hussein Community Center
4313 Gage Avenue
Bell, California 90201

Request: Special/Temporary Use Permit No. 2012-15
Purpose: Fireworks Stand
Date: June 28, 2012 at 12:00 PM & no later than 12:00 AM on July 5, 2012
Time: 10:00 a.m. to 10:00 p.m.
Coordinator: Ali Saleh (323) 855-9565
Location: 7019 Atlantic Avenue, Bell, California 90201

Dear Mr. Saleh:

The City of Bell Planning Department has reviewed your request for a Special/Temporary Use Permit to conduct the activity described above. The Special/Temporary Use Permit is hereby **approved** subject to the special conditions listed herein.

Special Conditions:

1. That the operation of the fireworks stand shall be conducted in accordance with the provisions of Chapter 8.20 of the Bell Municipal Code, attached hereto and made a part of this permit; and
2. That no fireworks stand shall have a floor area greater than two hundred fifty (250) square feet; and
3. That each fireworks stand less than forty (40) feet in length shall have at least two usable exits; each stand in excess of forty (40) feet in length shall have at least three usable exits; and
4. Fireworks stand shall be provided with two (2) fire extinguishers of a type and size approved by the fire chief.
5. Fireworks stands shall be located at least five hundred (500) feet apart; and
6. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty five (25) feet surrounding the stand; and
7. That "No Smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
8. That a "Fireworks Stand Permit" application shall be filed with the Los Angeles County Fire Department for review upon receipt of this letter; and

9. That no other person other than the licensed organization shall operate the fireworks stand for which the permit is issued, and person other than individuals who are members of the licensed organization shall participate in the operation of the fireworks stand; and
10. That an electrical permit shall be obtained from the Department of Building & Safety for the installation of temporary wiring and lighting in conjunction with the fireworks stand; and
11. That the Fireworks Stand shall be erected under the supervision of the building official who shall require that the Fireworks Stand be constructed in a manner which will reasonably ensure the safety of the attendants and patrons thereof. If an inspection is required from the Building and Safety Department, that it shall be obtained at least 24 hours prior to the starting date indicated above; and
12. That the Fireworks Stand shall be supervised twenty-four (24) hours a day until the Fireworks Stand is dismantled; and
13. That the Fireworks Stand shall not be inhabited overnight but only supervised; and
14. That all persons working the fireworks stand shall be at least eighteen(18) years old, and no persons under the age of eighteen (18) years shall participation in the operation of the fireworks stand; and
15. That the sale or consumption of alcoholic beverages in or adjacent to the fireworks stand and on public right-of-way, shall be prohibited at all times; and
16. That signs in conjunction with the Fireworks Stand, and the sale of fireworks, shall be prohibited on the public right-of-way, to include but not limited to utility and lighting poles; and
17. That the proposed use shall be conducted entirely within the boundaries of the subject property, and shall not encroach onto any other private or public right-of-way; and
18. That the Fireworks Stand shall be located at the approved site location, pursuant to the attached Site Plan; and
19. That no fireworks stand shall be located within ten(10) feet of any other building or within one hundred (100) feet of any gasoline service station, or other use which involves the use or storage of any flammable liquid or material; and
20. That any trash and debris from the proposed temporary use shall be cleaned from the subject site, as well as surrounding properties and public right-of-way throughout each day of activities; and
21. That fireworks shall not be sold prior to twelve noon on June 28, 2012 and such sale shall cease at twelve midnight on July 5, 2012; and
22. That all unsold stock and accompanying litter shall be removed from the stand and from the City limits by twelve noon on July 6, 2012; and
23. That each firework stand shall be removed from its temporary location no later than twelve noon on July 18, 2012, and all accompanying litter shall be cleared from such location by such time and date; and

24. That damages caused to any public improvements shall be repaired and/or replaced in accordance with City standards; and
25. That prior to commencing the sale of fireworks, the fireworks and the stand shall be inspected and approved by inspectors from the City of Bell and the Los Angeles County Fire Department.
26. That the applicant shall provide a report to the City, indicating how the proceeds from the Fireworks stands were spent or budgeted for expenditure, within 120 days of the date on this Temporary Use Permit.
27. The sell or offer to sell of dangerous fireworks shall be prohibited.

Validation

This permit has been issued pursuant to the provisions of Article IV, Chapter 2, of the Bell Municipal Code. Any violation of the listed and referenced conditions of approval shall automatically **VOID** this permit, and shall require the use to be immediately terminated.

Regards,



Carlos M. Chacon
Assistant City Planner

Attachments:

- Application
- Hold Harmless Certificate
- Resident Notification
- Property Permission
- Site Plan
- Insurance
- Fire Marshall Application
- Sellers Permit
- Proceeds Report

Cc: Mayor and City Council (5)
City Manager (1)
Police Captain (1)
Police-Department Watch Commander (1)
Police Department Dispatch (1)
Code Enforcement Division (3)
Building and Safety (1)
File (1)



CITY OF BELL

APPLICATION FOR SPECIAL/TEMPORARY USE PERMIT

T.O.P # 2012-15

In accordance with Part E and Part G of Article IV, Chapter 2 of the Bell Municipal Code, application is hereby made for a Special/Temporary Use Permit to conduct the following use:

- Parking lot sale in conjunction with an on-site business
- Outdoor exhibit or sale NOT in conjunction with on-site business
- circus carnival fair filming rummage sale fireworks stand
- Special promotional campaigns for set-vice stations (see special attachment)
- Description of proposed activity: SALE OF SAFE & SANE FIREWORKS

Location: 7019 ATLANTIC BLVD.
(address) Bell, California 90201

Sponsor: EL HUSSEIN COMMUNITY CENTER
(name)

4313 GAGE
(address)

BELL CA 90201
(c i t y) (state) (zip)

(323) 562-1262
(telephone)

Coordinator: ALI SALEH

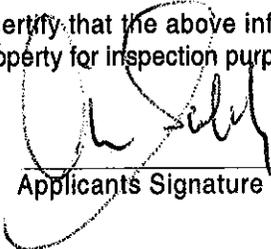
Telephone No.: (323) 855-9565

Dates & Times: 6/28/12 - 07/04/12

This application, a Certificate of Issuance, cleaning deposit, owner's written authorization, and hold harmless agreement, shall be submitted to the City of Bell-not less than 15 days prior to the first date of the use listed above. Outdoor assembly uses shall also submit the site plan, notification list and radius map with tile application. Any special requests for service, i.e. police officers, shall be in writing to the Chief of Police, with a copy attached to this application. If the application is approved, all fees and conditions shall be satisfied prior to commencement of the use.

APPLICANTS CERTIFICATION

I certify that the above information is correct, and authorize the City to enter upon the above-described property for inspection purposes,


Applicant's Signature

4/5/12
Date

CITY OF BELL

6330 Pine Avenue
Bell, CA 90201

Hold Harmless Certificate

The undersigned shall save, keep, hold, and represent the City of Bell, its officers and agents harmless from all damages, costs or expenses in law, equity, and any liability that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work which may arise from or be a result of the involvement of the undersigned in the following project:

SAFE AND SANE FIREWORKS SALE

Address of project: 7019 ATLANTIC BLVD.

Bell, California 90201

Furthermore, the undersigned hereby certifies that he/she will be responsible for all conditions of approval in conjunction with the aforementioned project.

Executed at: BELL, California

Dated: _____, 2012

Print Name:

ALI SALEH

Address:

4313 GAGE

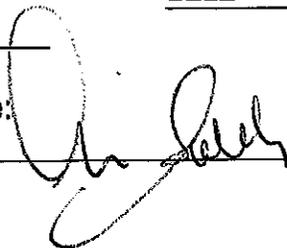
90201

BELL

State: CA

Zip:

Signature: _____

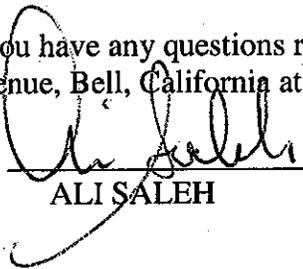


April 2012

Dear Resident or Occupant:

This is to notify you the **El Hussein Community Center** are the sponsors of a fireworks stand fundraiser scheduled for: **June 28 thru July 4th midnight** and will be at: **7019 Atlantic Blvd. Bell, California.**

If you have any questions regarding this event, please contact the City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By: 

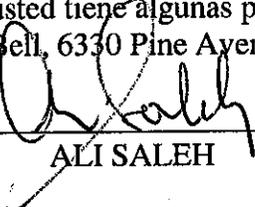
ALI SALEH

April 2012

Estimado Residente o Ocupante:

Esto es para notificarle que **El Hussein Community Center** sera el patrocinador de un puesto de fuegos artificiales para recaudar fondos. Comenzara desde **Junio 28**, hasta **Julio 4**: Este evento empezara en **Junio 28** y terminara el **4 de Julio a medianoche** y estara ubicado en la siguiente direccion: **7019 Atlantic Blvd. Bell, California**

Si usted tiene algunas preguntas sobre este evento, por favor de comunicarse con City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By: 

ALI SALEH

Store# 814

TO WHOM IT MAY CONCERN:

Permission is hereby granted to EL HUSSEIN COMMUNITY CENTER and
AMERICAN PROMOTIONAL EVENTS, INC., dba, TNT FIREWORKS,
for the exclusive right to use the property located at 7019 Atlantic Blvd.
in the City of Bell for their 2012 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,
County and State regulations.

NOTE: Trailers or motor homes will not be allowed on the parking
area during peak business hours.

RALPHS GROCERY COMPANY

By: Maggie Kilgore
Maggie Kilgore
Manager, Property Management

Dated this 20th day of March 2012

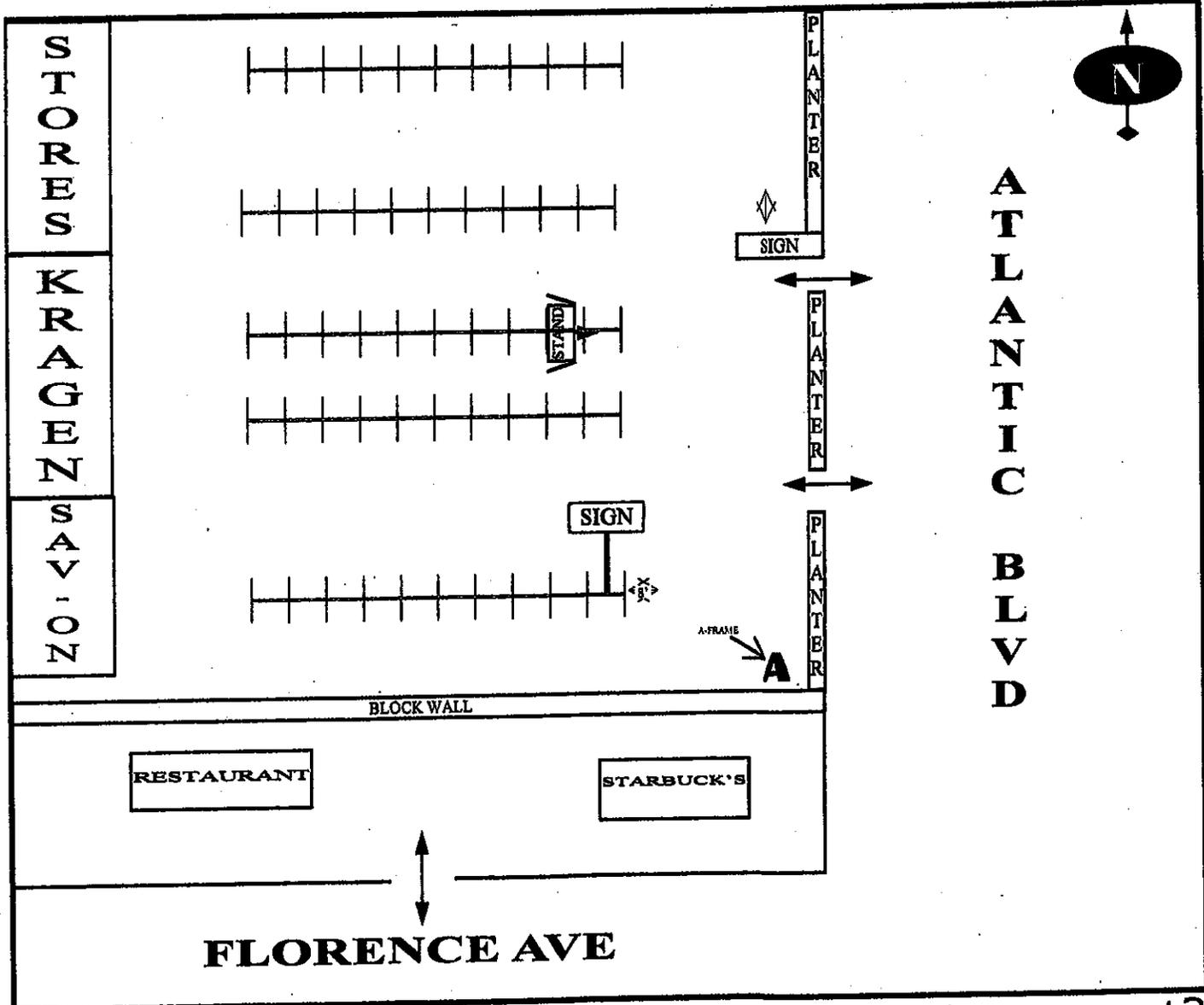
Loc # 0743

TNT FIREWORKS

STAND CONTRACT # _____ **LOCATION#** XXX0743 **DATE** 02/1/09
BRAND RED DEVIL **SALES ASSOCIATE** TERESA FLORES
CITY BELL **ORGANIZATION** EL HUSSEIN COMMUNITY CENTER
SIZE 32 FEET **CONSTRUCTION STYLE** ONE PIECE **BACK DOORS** _____
BILLBOARDS 2 **A-FRAMES** 1 **BANNERS** YES **PENNANTS** YES
SET-UP FROM 6-21 **TO** _____ **DOWN DATE** 7-6
ADDRESS 7019 ATLANTIC AVE
INTERSECTION N OF NWC ATLANTIC & FLORENCE
THOMAS GUIDE — COUNTY LA **PAGE** 675 **GRID** D 7 **INSPECTION DATE** _____
SPECIAL INSTRUCTIONS SET STAND FACING ATLANTIC. LEAVE AN 8' FT. SPACE BETWEEN PARKING STALL AND STAND AS SHOWN BELOW

REVISION # DATE

SETBACKS — CURBS _____ **SIDEWALK** _____ **BUILDINGS** _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2012

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

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

PRODUCER Britton-Gallagher and Associates, Inc. 6240 SOM Center Rd. Cleveland OH 44139	CONTACT NAME: PHONE (A/C No. Ext): 440-248-4711 E-MAIL ADDRESS:	FAX (A/C No.): 440-544-1234
	INSURER(S) AFFORDING COVERAGE	
INSURED 5530 American Promotional Events Inc. dba TNT Fireworks 555 North Gilbert Avenue Fullerton CA 92833	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B: Axis Surplus Ins Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 18527616** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			44272132	11/1/2011	11/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EAU763757	11/1/2011	11/1/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured: Property located at 7019 Atlantic Avenue, Bell, CA 90201 (Loc # XXX0743)
The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER El Hussein Community Center and The City of Bell, their officers, agents and employees when acting in their official capacities as such 6330 Pine Avenue Bell CA 90201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



Index 5942
 PCA 59420
 Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
 RETAIL FIREWORKS LICENSE APPLICATION**
 (Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
 Sacramento, CA 95811
 (916) 445-8373

RETAIL FIREWORKS LICENSE

Licensee EL HUSSEIN COMMUNITY CENTER

Stand Location 7019 ATLANTIC AVE.

City, State & Zip BELL, CA 90201

County LOS ANGELES

LOCAL CONTACT PERSON

Name TERESA FLORES

Phone () 714-734-1002

-Notice-
**COPY OF THIS NOTICE MUST BE POSTED AT STAND
 WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 8, of the year indicated. **NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.**

MAILING ADDRESS OF LICENSEE

Name EL HUSSEIN COMMUNITY CENTER

Address 555 N. GILBERT

City, State & Zip FULLERTON, CA 92833



[Handwritten Signature]

Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept. LOS ANGELES COUNTY FIRE DEPARTMENT

Address 1320 N. EASTERN AVENUE

City, State & Zip LOS ANGELES, CA 90063

Signature of Applicant

Date

CALIFORNIA STATE BOARD OF EQUALIZATION

TEMPORARY SELLER'S PERMIT

Valid 6/28/2012 through 7/4/2012



ACCOUNT NUMBER

SR AA 102-218710

EL HUSSEIN COMMUNITY CENTER
7019 ATLANTIC AVE
BELL, CA 90201-3648

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-ST REV. 4 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department

**El Hussein Community Center
4313 Gage
Bell, CA 90201**

June 13, 2012

City of Bell
6330 Pine Avenue
Bell, CA 90201

To Whom It May Concern:

I, Mohamad Saleh, of the El Hussein Community Center, would like to report on the usage of income generated from the sale of fireworks from the last 4th of July celebration. Details as follows:

Income from sale of fireworks	<u>\$2,470.00</u>
Funds went to:	
Kids Camp	\$1,672.00
After school programs	667.00
Books	<u>131.00</u>
	<u>\$2,470.00</u>

Mohamad Saleh



CITY OF BELL

June 21, 2012

Dan Allen
S.A.Y. YES! Center for Youth Development
6200 King Ave
Bell, California 90201

Request: Special/Temporary Use Permit No. 2012-16
Purpose: Fireworks Stand
Date: June 28, 2012 at 12:00 PM & no later than 12:00 AM on July 5, 2012
Time: 10:00 a.m. to 10:00 p.m.
Coordinator: Dan Allen (323) 326-1566
Location: 6200 King Avenue, Bell, California 90201

Dear Mr. Allen:

The City of Bell Planning Department has reviewed your request for a Special/Temporary Use Permit to conduct the activity described above. The Special/Temporary Use Permit is hereby **approved** subject to the special conditions listed herein.

Special Conditions:

1. That the operation of the fireworks stand shall be conducted in accordance with the provisions of Chapter 8.20 of the Bell Municipal Code, attached hereto and made a part of this permit; and
2. That no fireworks stand shall have a floor area greater than two hundred fifty (250) square feet; and
3. That each fireworks stand less than forty (40) feet in length shall have at least two usable exits; each stand in excess of forty (40) feet in length shall have at least three usable exits; and
4. Fireworks stand shall be provided with two (2) fire extinguishers of a type and size approved by the fire chief.
5. Fireworks stands shall be located at least five hundred (500) feet apart; and
6. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty five (25) feet surrounding the stand; and
7. That "No Smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
8. That a "Fireworks Stand Permit" application shall be filed with the Los Angeles County Fire Department for review upon receipt of this letter; and

9. That no other person other than the licensed organization shall operate the fireworks stand for which the permit is issued, and person other than individuals who are members of the licensed organization shall participate in the operation of the fireworks stand; and
10. That an electrical permit shall be obtained from the Department of Building & Safety for the installation of temporary wiring and lighting in conjunction with the fireworks stand; and
11. That the Fireworks Stand shall be erected under the supervision of the building official who shall require that the Fireworks Stand be constructed in a manner which will reasonably ensure the safety of the attendants and patrons thereof. If an inspection is required from the Building and Safety Department, that it shall be obtained at least 24 hours prior to the starting date indicated above; and
12. That the Fireworks Stand shall be supervised twenty-four (24) hours a day until the Fireworks Stand is dismantled; and
13. That the Fireworks Stand shall not be inhabited overnight but only supervised; and
14. That all persons working the fireworks stand shall be at least eighteen(18) years old, and no persons under the age of eighteen (18) years shall participation in the operation of the fireworks stand; and
15. That the sale or consumption of alcoholic beverages in or adjacent to the fireworks stand and on public right-of-way, shall be prohibited at all times; and
16. That signs in conjunction with the Fireworks Stand, and the sale of fireworks, shall be prohibited on the public right-of-way, to include but not limited to utility and lighting poles; and
17. That the proposed use shall be conducted entirely within the boundaries of the subject property, and shall not encroach onto any other private or public right-of-way; and
18. That the Fireworks Stand shall be located at the approved site location, pursuant to the attached Site Plan; and
19. That no fireworks stand shall be located within ten(10) feet of any other building or within one hundred (100) feet of any gasoline service station, or other use which involves the use or storage of any flammable liquid or material; and
20. That any trash and debris from the proposed temporary use shall be cleaned from the subject site, as well as surrounding properties and public right-of-way throughout each day of activities; and
21. That fireworks shall not be sold prior to twelve noon on June 28, 2012 and such sale shall cease at twelve midnight on July 5, 2012; and
22. That all unsold stock and accompanying litter shall be removed from the stand and from the City limits by twelve noon on July 6, 2012; and
23. That each firework stand shall be removed from its temporary location no later than twelve noon on July 18, 2012, and all accompanying litter shall be cleared from such location by such time and date; and

24. That damages caused to any public improvements shall be repaired and/or replaced in accordance with City standards; and
25. That prior to commencing the sale of fireworks, the fireworks and the stand shall be inspected and approved by inspectors from the City of Bell and the Los Angeles County Fire Department.
26. That the applicant shall provide a report to the City, indicating how the proceeds from the Fireworks stands were spent or budgeted for expenditure, within 120 days of the date on this Temporary Use Permit.
27. The sell or offer to sell of dangerous fireworks shall be prohibited.

Validation

This permit has been issued pursuant to the provisions of Article IV, Chapter 2, of the Bell Municipal Code. Any violation of the listed and referenced conditions of approval shall automatically **VOID** this permit, and shall require the use to be immediately terminated.

Regards,



Carlos M. Chacon
Assistant City Planner

Attachments:

- Application
- Hold Harmless Certificate
- Resident Notification
- Property Permission
- Site Plan
- Insurance
- Fire Marshall Application
- Sellers Permit
- Proceeds Report

Cc: Mayor and City Council (5)
City Manager (1)
Police Captain (1)
Police-Department Watch Commander (1)
Police Department Dispatch (1)
Code Enforcement Division (3)
Building and Safety (1)
File (1)



CITY OF BELL

APPLICATION FOR SPECIAL/TEMPORARY USE PERMIT

TUR 2012-14

In accordance with Part E and Part G of Article IV, Chapter 2 of the Bell Municipal Code, application is hereby made for a Special/Temporary Use Permit to conduct the following use:

- Parking lot sale in conjunction with an on-site business
- Outdoor exhibit or sale NOT in conjunction with on-site business
- circus carnival fair filming rummage sale fireworks stand
- Special promotional campaigns for set-vice stations (see special attachment)
- Description of proposed activity: SALE OF SAFE & SANE FIREWORKS

Location: 6200 KING AVE.
(address) Bell, California 90201

Sponsor: S.A.Y. YES! CENTER FOR YOUTH DEVELOPMENT
(name)
6200 KING AVE.
(address)
BELL CA 90201
(city) (state) (zip)
(323) 326-1566
(telephone)

Coordinator: DAN ALLEN

Telephone No.: (323) 326-1566

Dates & Times: 6/28/12 - 07/04/12

This application, a Certificate of Issuance, cleaning deposit, owner's written authorization, and hold harmless agreement, shall be submitted to the City of Bell-not less than 15 days prior to the first date of the use listed above. Outdoor assembly uses shall also submit the site plan, notification list and radius map with tile application. Any special requests for service, i.e. police officers, shall be in writing to the Chief of Police, with a copy attached to this application. If the application is approved, all fees and conditions shall be satisfied prior to commencement of the use.

APPLICANTS CERTIFICATION

I certify that the above information is correct, and authorize the City to enter upon the above-described property for inspection purposes,

Dan Allen
Applicants Signature

4-5-12
Date

CITY OF BELL

6330 Pine Avenue
Bell, CA 90201

Hold Harmless Certificate

The undersigned shall save, keep, hold, and represent the City of Bell, its officers and agents harmless from all damages, costs or expenses in law, equity, and any liability that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work which may arise from or be a result of the involvement of the undersigned in the following project:

SAFE AND SANE FIREWORKS SALE

Address of project: 6200 KING AVE.

Bell, California 90201

Furthermore, the undersigned hereby certifies that he/she will be responsible for all conditions of approval in conjunction with the aforementioned project.

Executed at: BELL, California

Dated: _____, 2012

Print Name:

DAN ALLEN

Address:

6200 KING AVE.

90201

BELL

State: CA

Zip:

Signature:

Dan Allen

April 2012

Dear Resident or Occupant:

This is to notify you the **S.A.Y. YES! Center for Youth Development** are the sponsors of a fireworks stand fundraiser scheduled for: **June 28** thru **July 4th midnight** and will be at: **6200 King Ave. Bell, California.**

If you have any questions regarding this event, please contact Carlos Chacon, Building & Planning Department, City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By: *Dan Allen*
DAN ALLEN

April 2012

Estimado Residente o Ocupante:

Esto es para notificarle que **S.A.Y. YES! Center for Youth Development** sera el patrocinador de un puesto de fuegos artificiales para recaudar fondos. Comenzara desde **Junio 28** hasta **Julio 4:** Este evento empezara en **Junio 28** y terminara el **4 de Julio a medianoche** y estara ubicado en la siguiente direccion: **6200 King Ave. Bell, California**

Si usted tiene algunas preguntas sobre este evento, por favor de comunicarse con Carlos Chacon, Building & Planning Department, City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By: *Dan Allen*
DAN ALLEN

TO WHOM IT MAY CONCERN:

Permission is hereby granted to S.A.Y. YES! YOUTH DEVELOPMENT and

AMERICAN PROMOTIONAL EVENTS, INC., d.b.a., TNT FIREWORKS,

for the exclusive right to use the property located at **6200 KING AVE.**

in the City of **BELL** for their 2012 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,

County and State regulations, and the property left clean and free of debris.

SOUTHLAND CHURCH

By: (Sign) Dan Allen

Print Name: Dan Allen

Date: 4-5-12

Loc # CSR1709

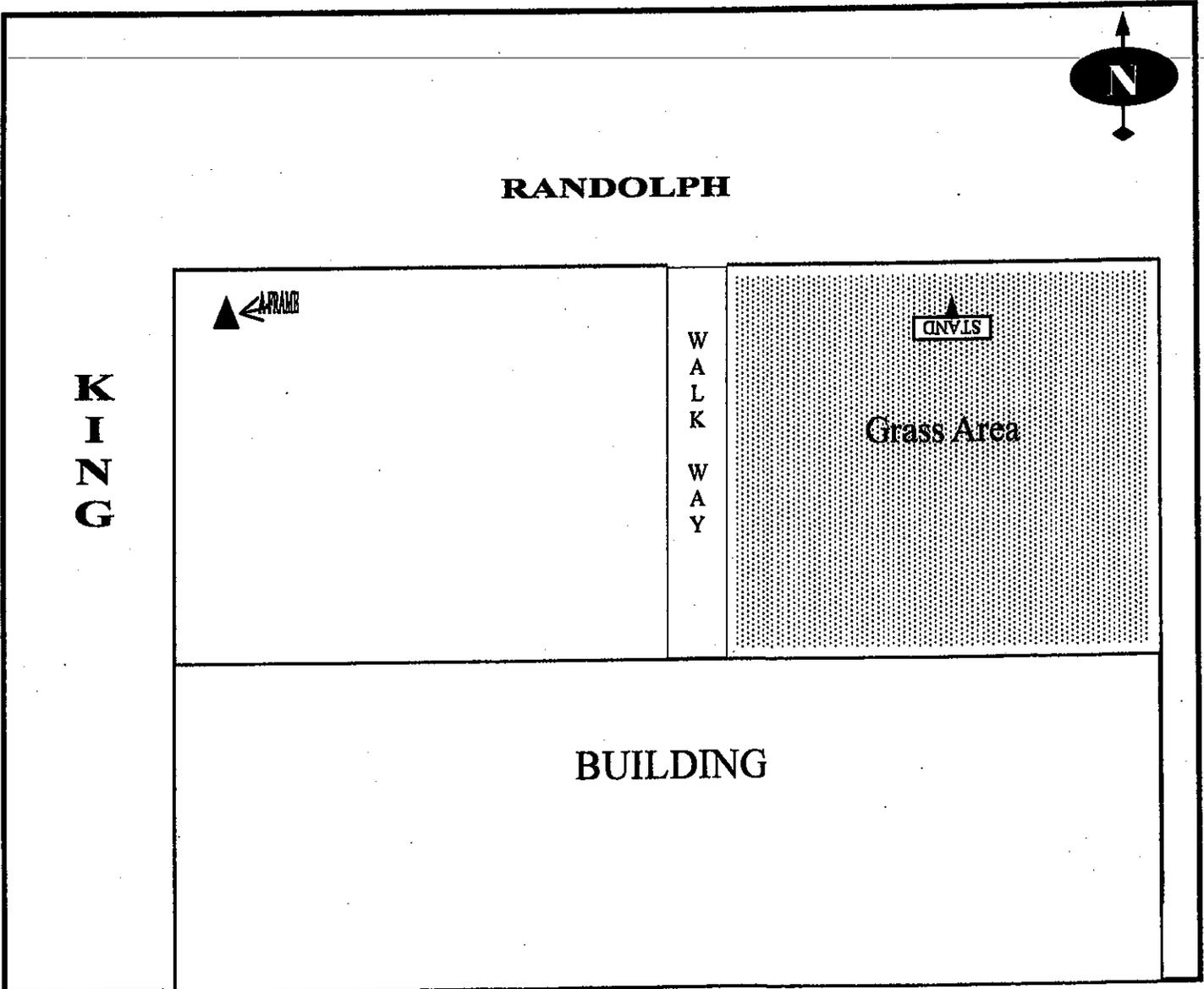
TNT FIREWORKS

STAND CONTRACT # _____ LOCATION# CSR 1709 DATE 2006
BRAND FREEDOM SALES ASSOCIATE TERESA FLORES
CITY BELL ORGANIZATION SAY YES! YOUTH DEVELOPMENT
SIZE 8X24X8 CONSTRUCTION STYLE NN BACK DOORS _____
BILLBOARDS 2 A-FRAMES 1 BANNERS YES PENNANTS YES
SET-UP FROM 6-23 TO _____ DOWN DATE 7-6
ADDRESS 6200 KING
INTERSECTION KING & RANDOLPH
THOMAS GUIDE — COUNTY LA PAGE 675 GRID E-6 INSPECTION DATE _____
SPECIAL INSTRUCTIONS CENTER STAND BETWEEN WALKWAY AND FENCE. MAKE SURE
TO LEAVE A-FRAME SET UP.

REVISION #

DATE

SETBACKS— CURBS 15' SIDEWALK _____ BUILDINGS _____





Index 5942
PCA 59420
Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
RETAIL FIREWORKS LICENSE APPLICATION**
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

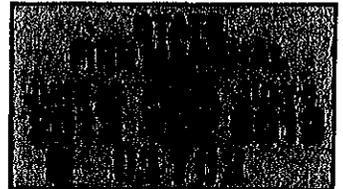
Licensee	<u>S.A.Y. YES! YOUTH DEVELOPMENT</u>
Stand Location	<u>6200 KING AVE</u>
City, State & Zip	<u>BELL CA 90201</u>
County	<u>LOS ANGELES</u>
LOCAL CONTACT PERSON	
Name	<u>TERESA FLORES</u>
Phone ()	<u>714-734-1002</u>

**-Notice-
COPY OF THIS NOTICE MUST BE POSTED AT STAND
WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

Name	<u>S.A.Y. YES! YOUTH DEVELOPMENT</u>
Address	<u>555 N. GILBERT</u>
City, State & Zip	<u>FULLERTON, CA 92833</u>



Don Allen
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	<u>LOS ANGELES COUNTY FIRE DEPARTMENT</u>
Address	<u>1320 N. EASTERN AVENUE</u>
City, State & Zip	<u>LOS ANGELES, CA 90063</u>

Signature of Applicant

Date

148

CALIFORNIA STATE BOARD OF EQUALIZATION

TEMPORARY SELLER'S PERMIT

Valid 6/28/2012 through 7/4/2012



ACCOUNT NUMBER

SR AA 102-218688

SOUTHLAND CHRISTIAN CHURCH CORP.
6200 KING AVE
BELL, CA 90201-1315

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-ST REV. 4 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

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- Sending your questions in writing to any one of our offices
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- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board.

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



August 8, 2011

City of Bell Mayor and City Council
6330 Pine Avenue
Bell, CA 90280

Dear City of Bell Mayor and City Council:

We are very thankful to the City of Bell for allowing us to operate a fireworks stand again this year. This is a report on the income and budgeted expenditures for the funds raised.

Net Income: \$3,861

The \$3,861 will be used to help operate our S.A.Y. Yes! Center for Youth Development after-school program. The S.A.Y. Yes! Center operates from mid-September until mid-June. We have approximately 25 students who receive homework assistance, tutoring, reading development, recreation, Bible lessons, snacks, field trips and other positive assistance each week.

Specifically the funds raised from the fireworks sale will be used for staff salaries, supplies and equipment, rewards, field trips, and vehicle costs. I can provide a more detailed list of expenditures of the funds if you desire at a later point several months after the program has started.

Your permission to operate the fireworks stand helps us serve the youth of Bell.

Sincerely,

A handwritten signature in cursive script that reads "Dan Allen".

Dan Allen
Associate Minister

Cc: Carlos Chacon, Assistant City Planner
Teresa Flores, American Promotional Events, Inc.



CITY OF BELL

June 21, 2012

Ali Saleh
Al Hadi School
5150 Gage Avenue
Bell, California 90201

Request: Special/Temporary Use Permit No. 2012-17
Purpose: Fireworks Stand
Date: June 28, 2012 at 12:00 PM & no later than 12:00 AM on July 5, 2012
Time: 10:00 a.m. to 10:00 p.m.
Coordinator: Ali Saleh (323) 855-9565
Location: 4200 Florence Avenue, Bell, California 90201

Dear Mr. Saleh:

The City of Bell Planning Department has reviewed your request for a Special/Temporary Use Permit to conduct the activity described above. The Special/Temporary Use Permit is hereby **approved** subject to the special conditions listed herein.

Special Conditions:

1. That the operation of the fireworks stand shall be conducted in accordance with the provisions of Chapter 8.20 of the Bell Municipal Code, attached hereto and made a part of this permit; and
2. That no fireworks stand shall have a floor area greater than two hundred fifty (250) square feet; and
3. That each fireworks stand less than forty (40) feet in length shall have at least two usable exits; each stand in excess of forty (40) feet in length shall have at least three usable exits; and
4. Fireworks stand shall be provided with two (2) fire extinguishers of a type and size approved by the fire chief.
5. Fireworks stands shall be located at least five hundred (500) feet apart; and
6. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty five (25) feet surrounding the stand; and
7. That "No Smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
8. That a "Fireworks Stand Permit" application shall be filed with the Los Angeles County Fire Department for review upon receipt of this letter; and

9. That no other person other than the licensed organization shall operate the fireworks stand for which the permit is issued, and person other than individuals who are members of the licensed organization shall participate in the operation of the fireworks stand; and
10. That an electrical permit shall be obtained from the Department of Building & Safety for the installation of temporary wiring and lighting in conjunction with the fireworks stand; and
11. That the Fireworks Stand shall be erected under the supervision of the building official who shall require that the Fireworks Stand be constructed in a manner which will reasonably ensure the safety of the attendants and patrons thereof. If an inspection is required from the Building and Safety Department, that it shall be obtained at least 24 hours prior to the starting date indicated above; and
12. That the Fireworks Stand shall be supervised twenty-four (24) hours a day until the Fireworks Stand is dismantled; and
13. That the Fireworks Stand shall not be inhabited overnight but only supervised; and
14. That all persons working the fireworks stand shall be at least eighteen(18) years old, and no persons under the age of eighteen (18) years shall participation in the operation of the fireworks stand; and
15. That the sale or consumption of alcoholic beverages in or adjacent to the fireworks stand and on public right-of-way, shall be prohibited at all times; and
16. That signs in conjunction with the Fireworks Stand, and the sale of fireworks, shall be prohibited on the public right-of-way, to include but not limited to utility and lighting poles; and
17. That the proposed use shall be conducted entirely within the boundaries of the subject property, and shall not encroach onto any other private or public right-of-way; and
18. That the Fireworks Stand shall be located at the approved site location, pursuant to the attached Site Plan; and
19. That no fireworks stand shall be located within ten(10) feet of any other building or within one hundred (100) feet of any gasoline service station, or other use which involves the use or storage of any flammable liquid or material; and
20. That any trash and debris from the proposed temporary use shall be cleaned from the subject site, as well as surrounding properties and public right-of-way throughout each day of activities; and
21. That fireworks shall not be sold prior to twelve noon on June 28, 2012 and such sale shall cease at twelve midnight on July 5, 2012; and
22. That all unsold stock and accompanying litter shall be removed from the stand and from the City limits by twelve noon on July 6, 2012; and
23. That each firework stand shall be removed from its temporary location no later than twelve noon on July 18, 2012, and all accompanying litter shall be cleared from such location by such time and date; and

24. That damages caused to any public improvements shall be repaired and/or replaced in accordance with City standards; and
25. That prior to commencing the sale of fireworks, the fireworks and the stand shall be inspected and approved by inspectors from the City of Bell and the Los Angeles County Fire Department.
26. That the applicant shall provide a report to the City, indicating how the proceeds from the Fireworks stands were spent or budgeted for expenditure, within 120 days of the date on this Temporary Use Permit.
27. The sell or offer to sell of dangerous fireworks shall be prohibited.

Validation

This permit has been issued pursuant to the provisions of Article IV, Chapter 2, of the Bell Municipal Code. Any violation of the listed and referenced conditions of approval shall automatically **VOID** this permit, and shall require the use to be immediately terminated.

Regards,



Carlos M. Chacon
Assistant City Planner

Attachments:

- Application
- Hold Harmless Certificate
- Resident Notification
- Property Permission
- Site Plan
- Insurance
- Fire Marshall Application
- Sellers Permit

Cc: Mayor and City Council (5)
City Manager (1)
Police Captain (1)
Police-Department Watch Commander (1)
Police Department Dispatch (1)
Code Enforcement Division (3)
Building and Safety (1)
File (1)



CITY OF BELL

APPLICATION FOR SPECIAL/TEMPORARY USE PERMIT

T.U.P 2012-17

In accordance with Part E and Part G of Article IV, Chapter 2 of the Bell Municipal Code, application is hereby made for a Special/Temporary Use Permit to conduct the following use:

- Parking lot sale in conjunction with an on-site business
- Outdoor exhibit or sale NOT in conjunction with on-site business
- circus carnival fair filming rummage sale fireworks stand
- Special promotional campaigns for set-vice stations (see special attachment)
- Description of proposed activity: SALE OF SAFE & SANE FIREWORKS

Location: 4200 FLORENCE AVE.
(address) Bell, California 90201

Sponsor: AL HADI SCHOOL
(name)

5150 E GAGE AVE
(address)

BELL CA 90201
(city) (state) (zip)

(323) 562-1262
(telephone)

Coordinator: ALI SALEH

Telephone No.: (323) 855-9565

Dates & Times: 6/28/12 - 07/04/12

This application, a Certificate of Issuance, cleaning deposit, owner's written authorization, and hold harmless agreement, shall be submitted to the City of Bell-not less than 15 days prior to the first date of the use listed above. Outdoor assembly uses shall also submit the site plan, notification list and radius map with tile application. Any special requests for service, i.e. police officers, shall be in writing to the Chief of Police, with a copy attached to this application. If the application is approved, all fees and conditions shall be satisfied prior to commencement of the use.

APPLICANTS CERTIFICATION

I certify that the above information is correct, and authorize the City to enter upon the above-described property for inspection purposes,

Applicants Signature

4/5/12
Date

CITY OF BELL

6330 Pine Avenue
Bell, CA 90201

Hold Harmless Certificate

The undersigned shall save, keep, hold, and represent the City of Bell, its officers and agents harmless from all damages, costs or expenses in law, equity, and any liability that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work which may arise from or be a result of the involvement of the undersigned in the following project:

SAFE AND SANE FIREWORKS SALE

Address of project: 4200 FLORENCE AVE.

Bell, California 90201

Furthermore, the undersigned hereby certifies that he/she will be responsible for all conditions of approval in conjunction with the aforementioned project.

Executed at: BELL, California

Dated: _____, 2007

Print Name:

ALI SALEH

Address:

4313 GAGE

90201

BELL

State: CA

Zip:

Signature:



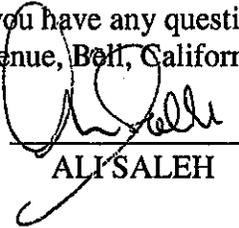
April 2012

Dear Resident or Occupant:

This is to notify you the **Al Hadi School** are the sponsors of a fireworks stand fundraiser scheduled for: **June 28** thru **July 4th midnight** and will be at: **4200 FLORENCE, Bell, California.**

If you have any questions regarding this event, please contact the City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By:


ALI SALEH

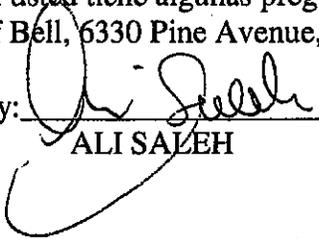
April 2012

Estimado Residente o Ocupante:

Esto es para notificarle que **Al Hadi School** sera el patrocinador de un puesto de fuegos artificiales para recaudar fondos. Comenzara desde **Junio 28**, hasta **Julio 4**: Este evento empezara en **Junio 28** y terminara el **4 de Julio a medianoche** y estara ubicado en la siguiente direccion: **4200 FLORENCE, Bell, California**

Si usted tiene algunas preguntas sobre este evento, por favor de comunicarse con City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By:


ALI SALEH

TO WHOM IT MAY CONCERN:

Permission is hereby granted to AL HADI SCHOOL and

AMERICAN PROMOTIONAL EVENTS, INC., d.b.a., TNT FIREWORKS,

for the exclusive right to use the property located at **4200 E. FLORENCE**

in the City of **BELL** for their 2012 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,

County and State regulations, and the property left clean and free of debris.

ALL DAY TIRE

By: (Sign) _____



Print Name: _____

Georgette Saha

Date: _____

4/12/12

Loc # CSR1706

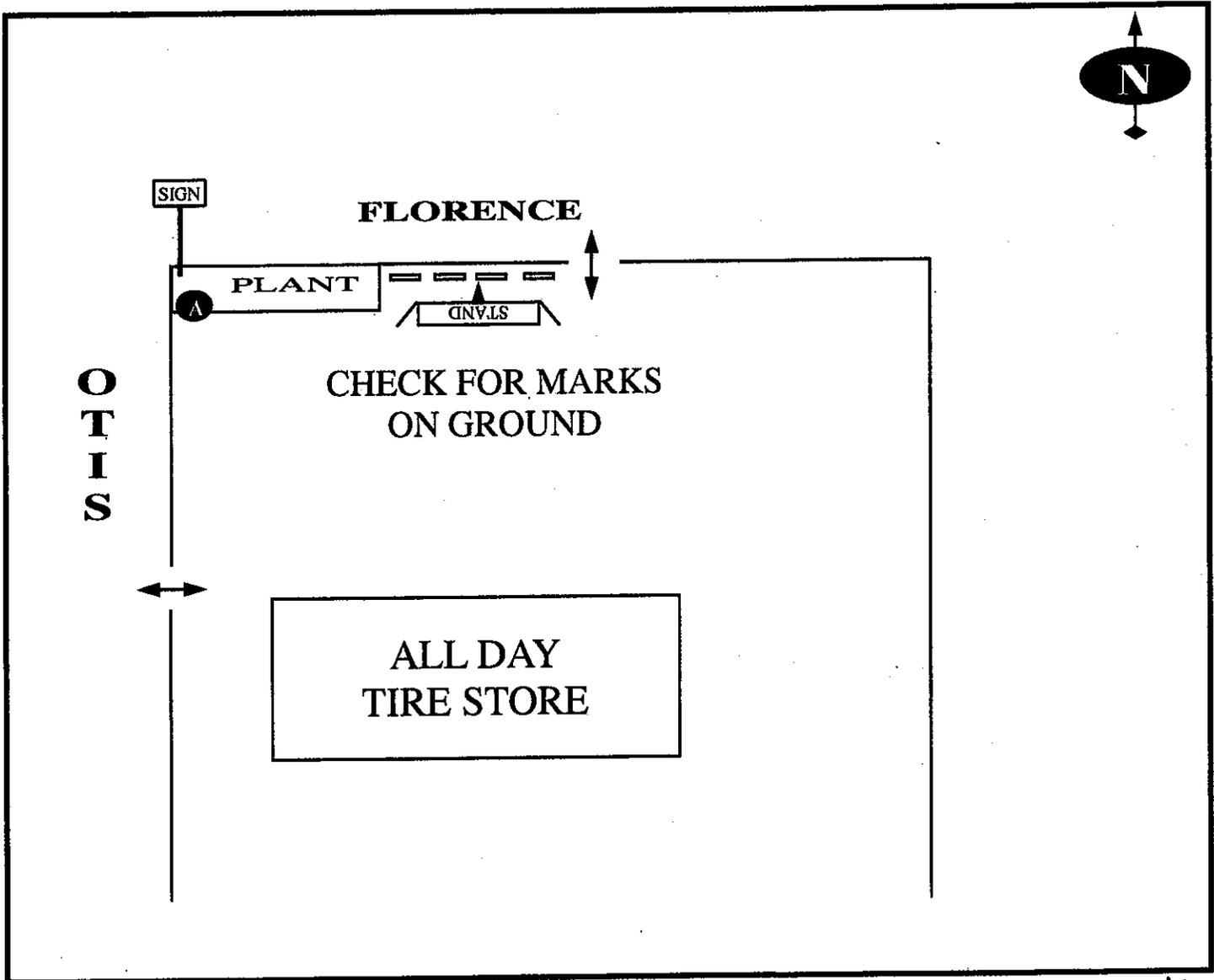
TNT FIREWORKS

STAND CONTRACT # _____ LOCATION# CSR 1706 DATE 2/1/06
BRAND TNT SALES ASSOCIATE TERESA FLORES
CITY BELL ORGANIZATION AL HADI SCHOOL
SIZE 8X32X9 CONSTRUCTION STYLE ONE PIECE METAL BACK DOORS _____
BILLBOARDS 2 A-FRAMES 1 BANNERS YES PENNANTS YES
SET-UP FROM 6-21 TO _____ DOWN DATE 7-6
ADDRESS 4200 E. FLORENCE
INTERSECTION SEC OTIS & FLORENCE
THOMAS GUIDE — COUNTY LA PAGE 705 GRID C1 INSPECTION DATE _____
SPECIAL INSTRUCTIONS CENTER STAND BETWEEN PLANTER & DRIVEWAY. MAKE SURE TO LEAVE A-FRAME SET UP.

REVISION #

DATE

SETBACKS— CURBS 15' SIDEWALK _____ BUILDINGS _____





Index 5942
PCA 59420
Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
RETAIL FIREWORKS LICENSE APPLICATION**
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

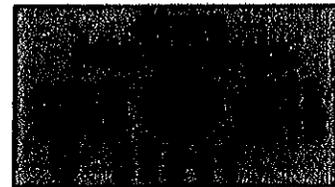
Licensee	AL HADI SCHOOL
Stand Location	4200 E. FLORENCE
City, State & Zip	BELL, CA 90201
County	LOS ANGELES
LOCAL CONTACT PERSON	
Name	TERESA FLORES
Phone ()	714-734-1002

**-Notice-
COPY OF THIS NOTICE MUST BE POSTED AT STAND
WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. **NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 18.**

MAILING ADDRESS OF LICENSEE

Name	TNT FIREWORKS
Address	555 N. GILBERT
City, State & Zip	FULLERTON, CA 92833



Al Saleh
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	LOS ANGELES COUNTY FIRE DEPARTMENT
Address	1320 N. EASTERN AVENUE
City, State & Zip	LOS ANGELES, CA 90063

Signature of Applicant

Date

160

CALIFORNIA STATE BOARD OF EQUALIZATION

TEMPORARY SELLER'S PERMIT

Valid 6/28/2012 through 7/4/2012



ACCOUNT NUMBER

SR AA 102-218787

AL HADI SCHOOL
4200 FLORENCE AVE
BELL, CA 90201-3524

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-ST REV. 4 (2-08)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



AL HADI SCHOOL

A Non Profit Islamic School
(323) 771-9135

بِسْمِ اللَّهِ تَعَالَى

5150 Gage Ave Bell, CA 90201
www.alhadischool.org

Date: 05/01/2012

To Whom It May Concern:

I would like to state that Al Hadi School is a private none profit organizations, lies within the city of Bell premises since 1996, located on the corner of Gage Ave and Walker Ave, addressed: 5150 Gage Ave, Bell, CA 90201. Our Student population is 90% residents from city of Bell. The fund raised through the sale of fireworks will benefit the school budgets, and students which will benefit families in city of Bell.

If any further information needed, please feel free to call me at any time.

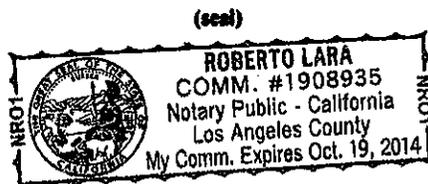
Thanks.

Sincerely,


X-----

Ali A Sleiman
Board Vice President,
and School Vice Principal.

State of California
County of Los Angeles
Subscribed and sworn to (or affirmed) before me on this
01 Day of May 2012 by Ali A. Sleiman
personally known to me or proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before
me.



Signature





CITY OF BELL

June 21, 2012

Sharlene Reyes
IDS Battlefront
Iglesia del Señor
6337 Fishburn Avenue
Bell, California 90201

Request: Special/Temporary Use Permit No. 2012-19
Purpose: Fireworks Stand
Date: June 28, 2012 at 12:00 PM & no later than 12:00 AM on July 5, 2012
Time: 10:00 a.m. to 10:00 p.m.
Coordinator: Sharlene Reyes (323) 401-9207
Location: 6400 Atlantic Avenue, Bell, California 90201

Dear Ms. Reyes:

The City of Bell Planning Department has reviewed your request for a Special/Temporary Use Permit to conduct the activity described above. The Special/Temporary Use Permit is hereby **approved** subject to the special conditions listed herein.

Special Conditions:

1. That the operation of the fireworks stand shall be conducted in accordance with the provisions of Chapter 8.20 of the Bell Municipal Code, attached hereto and made a part of this permit; and
2. That no fireworks stand shall have a floor area greater than two hundred fifty (250) square feet; and
3. That each fireworks stand less than forty (40) feet in length shall have at least two usable exits; each stand in excess of forty (40) feet in length shall have at least three usable exits; and
4. Fireworks stand shall be provided with two (2) fire extinguishers of a type and size approved by the fire chief.
5. Fireworks stands shall be located at least five hundred (500) feet apart; and
6. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty five (25) feet surrounding the stand; and
7. That "No Smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
8. That a "Fireworks Stand Permit" application shall be filed with the Los Angeles County Fire Department for review upon receipt of this letter; and

9. That no other person other than the licensed organization shall operate the fireworks stand for which the permit is issued, and person other than individuals who are members of the licensed organization shall participate in the operation of the fireworks stand; and
10. That an electrical permit shall be obtained from the Department of Building & Safety for the installation of temporary wiring and lighting in conjunction with the fireworks stand; and
11. That the Fireworks Stand shall be erected under the supervision of the building official who shall require that the Fireworks Stand be constructed in a manner which will reasonably ensure the safety of the attendants and patrons thereof. If an inspection is required from the Building and Safety Department, that it shall be obtained at least 24 hours prior to the starting date indicated above; and
12. That the Fireworks Stand shall be supervised twenty-four (24) hours a day until the Fireworks Stand is dismantled; and
13. That the Fireworks Stand shall not be inhabited overnight but only supervised; and
14. That all persons working the fireworks stand shall be at least eighteen(18) years old, and no persons under the age of eighteen (18) years shall participation in the operation of the fireworks stand; and
15. That the sale or consumption of alcoholic beverages in or adjacent to the fireworks stand and on public right-of-way, shall be prohibited at all times; and
16. That signs in conjunction with the Fireworks Stand, and the sale of fireworks, shall be prohibited on the public right-of-way, to include but not limited to utility and lighting poles; and
17. That the proposed use shall be conducted entirely within the boundaries of the subject property, and shall not encroach onto any other private or public right-of-way; and
18. That the Fireworks Stand shall be located at the approved site location, pursuant to the attached Site Plan; and
19. That no fireworks stand shall be located within ten(10) feet of any other building or within one hundred (100) feet of any gasoline service station, or other use which involves the use or storage of any flammable liquid or material; and
20. That any trash and debris from the proposed temporary use shall be cleaned from the subject site, as well as surrounding properties and public right-of-way throughout each day of activities; and
21. That fireworks shall not be sold prior to twelve noon on June 28, 2012 and such sale shall cease at twelve midnight on July 5, 2012; and
22. That all unsold stock and accompanying litter shall be removed from the stand and from the City limits by twelve noon on July 6, 2012; and
23. That each firework stand shall be removed from its temporary location no later than twelve noon on July 18, 2012, and all accompanying litter shall be cleared from such location by such time and date; and

24. That damages caused to any public improvements shall be repaired and/or replaced in accordance with City standards; and
25. That prior to commencing the sale of fireworks, the fireworks and the stand shall be inspected and approved by inspectors from the City of Bell and the Los Angeles County Fire Department.
26. That the applicant shall provide a report to the City, indicating how the proceeds from the Fireworks stands were spent or budgeted for expenditure, within 120 days of the date on this Temporary Use Permit.
27. The sell or offer to sell of dangerous fireworks shall be prohibited.

Validation

This permit has been issued pursuant to the provisions of Article IV, Chapter 2, of the Bell Municipal Code. Any violation of the listed and referenced conditions of approval shall automatically **VOID** this permit, and shall require the use to be immediately terminated.

Regards,



Carlos M. Chacon
Assistant City Planner

Attachments:

- Application
- Hold Harmless Certificate
- Resident Notification
- Property Permission
- Site Plan
- Insurance
- Fire Marshall Application
- Sellers Permit

Cc: Mayor and City Council (5)
City Manager (1)
Police Captain (1)
Police-Department Watch Commander (1)
Police Department Dispatch (1)
Code Enforcement Division (3)
Building and Safety (1)
File (1)



CITY OF BELL

APPLICATION FOR SPECIAL/TEMPORARY USE PERMIT

TOP242-191

In accordance with Part E and Part G of Article IV, Chapter 2 of the Bell Municipal Code, application is hereby made for a Special/Temporary Use Permit to conduct the following use:

- Parking lot sale in conjunction with an on-site business
- Outdoor exhibit or sale NOT in conjunction with on-site business
- circus carnival fair filming rummage sale fireworks stand
- Special promotional campaigns for set-vice stations (see special attachment)
- Description of proposed activity: SALE OF SAFE & SANE FIREWORKS

Location: 6400 ATLANTIC BLVD.
 (address) Bell, California 90201

Sponsor: IDS BATTLEFRONT (IGLESIA DEL SENOR)
 (name)
6337 FISHBURN AVE.
 (address)

BELL CA 90201
 (city) (state) (zip)

(telephone)

Coordinator: SHARLENE REYES

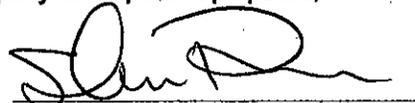
Telephone No.: (323) 401-9207

Dates & Times: 6/28 - 07/04

This application, a Certificate of Issuance, cleaning deposit, owner's written authorization, and hold harmless agreement, shall be submitted to the City of Bell-not less than 15 days prior to the first date of the use listed above. Outdoor assembly uses shall also submit the site plan, notification list and radius map with tile application. Any special requests for service, i.e. police officers, shall be in writing to the Chief of Police, with a copy attached to this application. If the application is approved, all fees and conditions shall be satisfied prior to commencement of the use.

APPLICANTS CERTIFICATION

I certify that the above information is correct, and authorize the City to enter upon the above-described property for inspection purposes,


 Applicants Signature

3-3-12
 Date

CITY OF BELL

6330 Pine Avenue

Bell, CA 90201

Hold Harmless Certificate

The undersigned shall save, keep, hold, and represent the City of Bell, its officers and agents harmless from all damages, costs or expenses in law, equity, and any liability that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work which may arise from or be a result of the involvement of the undersigned in the following project:

SAFE AND SANE FIREWORKS SALE

Address of project: 6400 ATLANTIC BLVD.

Bell, California 90201

Furthermore, the undersigned hereby certifies that he/she will be responsible for all conditions of approval in conjunction with the aforementioned project.

Executed at: BELL, California

Dated: 3 - 3 -, 2012

Print Name: Shanene Peyer

Address: 6337 FISHBURN AVE.

90201 BELL State: CA Zip:

Signature: 

April 2012

Dear Resident or Occupant:

This is to notify you the **IDS Battlefront** are the sponsors of a fireworks stand fundraiser scheduled for: **June 28 thru July 4th midnight** and will be at: **6400 Atlantic Blvd. Bell, California.**

If you have any questions regarding this event, please contact the Building & Planning Department, City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By: 
Sharlene Reyes

April 2012

Estimado Residente o Ocupante:

Esto es para notificarle que **IDS Battlefront** sera el patrocinador de un puesto de fuegos artificiales para recaudar fondos. Comenzara desde **Junio 28**, hasta **Julio 4**. Este evento empezara en **Junio 28** y terminara el **4 de Julio a medianoche** y estara ubicuado en la siguiente direccion: **6400 Atlantic Blvd., Bell, California**

Si usted tiene algunas preguntas sobre este evento, por favor de comunicarse con el Building & Planning Department, City of Bell, 6330 Pine Avenue, Bell, California at (323) 588-6211.

By: 
Sharlene Reyes

PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to IDS BATTLEFRONT and

AMERICAN PROMOTIONAL EVENTS, INC., d.b.a., TNT FIREWORKS,

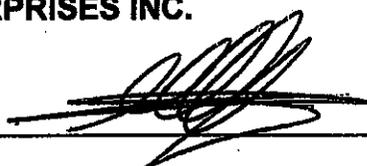
for the exclusive right to use the property located at **6400 ATLANTIC BLVD.**

in the City of **BELL** for their 2012 Fireworks stand.

It is understood that this sale will be conducted in accordance with all City,

County and State regulations, and the property left clean and free of debris.

Y & W ENTERPRISES INC.

By: (Sign)  _____

Print Name: MARCO YING

Date: 4/5/2012

Loc # XXX10100

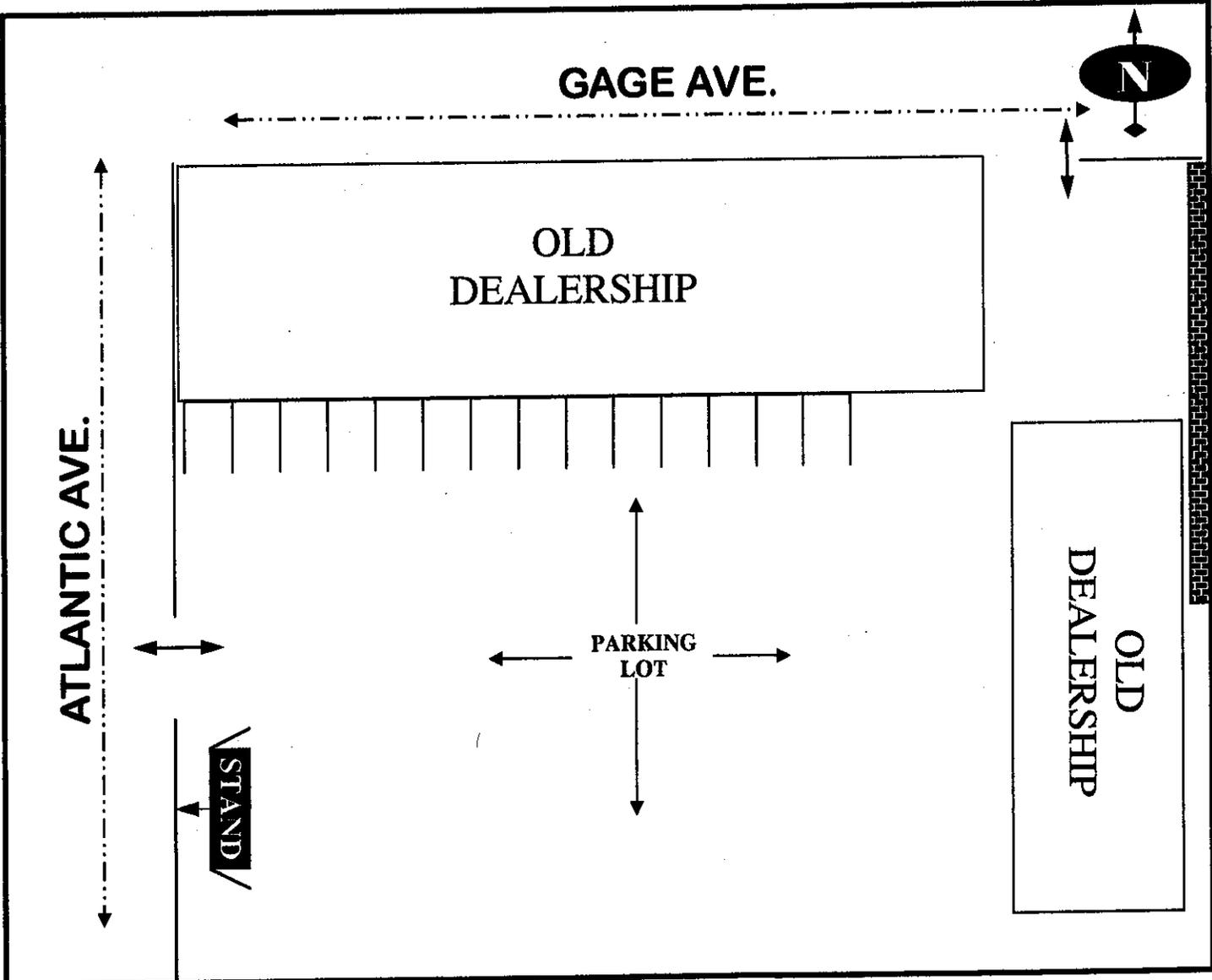
TNT FIREWORKS

STAND CONTRACT # _____ LOCATION# XXX6400 DATE _____
 BRAND TNT SALES ASSOCIATE T. FLORES
 CITY BELL ORGANIZATION IDS BATTLEFRONT
 SIZE 32 FEET CONSTRUCTION STYLE NN BACK DOORS _____
 BILLBOARDS 2 A-FRAMES 1 BANNERS YES PENNANTS YES
 SET-UP FROM 6-25 TO _____ DOWN DATE 7-6
 ADDRESS 6400 ATLANTIC AVE.
 INTERSECTION SEC ATLANTIC & GAGE
 THOMAS GUIDE — COUNTY LA PAGE 705 GRID _____ INSPECTION DATE _____
 SPECIAL INSTRUCTIONS SET STAND AS SHOWN. STAND FACES STREET.

REVISION #

DATE

SETBACKS— CURBS 20' SIDEWALK _____ BUILDINGS 10'





Index 5942
PCA 59420
Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
RETAIL FIREWORKS LICENSE APPLICATION**
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

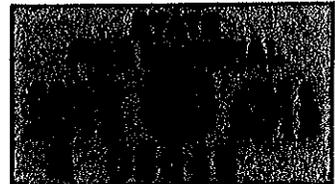
Licensee	<u>IDS BATTLEFLONT</u>
Stand Location	<u>6400 ATLANTIC BLVD.</u>
City, State & Zip	<u>BELL, CA 90201</u>
County	<u>LOS ANGELES</u>
LOCAL CONTACT PERSON	
Name	<u>Shavone Dejes</u>
Phone	<u>(323) 407-9207</u>

-Notice-
**COPY OF THIS NOTICE MUST BE POSTED AT STAND
WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

Name	<u>TNT FIREWORKS</u>
Address	<u>555 N. GILBERT</u>
City, State & Zip	<u>FULLERTON, CA 92833</u>



[Signature]
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	<u>LOS ANGELES COUNTY FIRE DEPARTMENT</u>
Address	<u>1370 N. EASTERN AVENUE</u>
City, State & Zip	<u>LOS ANGELES, CA 90063</u>

Signature of Applicant

Date

CALIFORNIA STATE BOARD OF EQUALIZATION

TEMPORARY SELLER'S PERMIT

Valid 6/28/2012 through 7/4/2012



ACCOUNT NUMBER

SR AA 102-218909

IGLESIA DEL SENOR I.N.C
6400 ATLANTIC AVE
BELL, CA 90201-2520

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Information Center at 800-400-7115.
For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE-442-ST REV. 4 (2-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



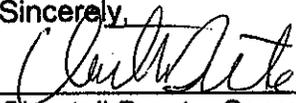
IGLESIA DEL SEÑOR

Rev. Heber Porras
6337 Fishburn Ave.
Bell, CA 90201
Tel: (323) 560-3066

To Whom It May Concern:

Iglesia Del Señor acknowledges I.D.S Battlefront Youth Ministries as a part of our church. It is a department within the church that participates in church events, serving the community, and serving in church. Some of their events and services include Bible studies, community outreach, and weekly church services for youth. If you have any further questions or concerns, please feel free to contact us at (323) 560-3066 or email Chantall Duarte at cduarte815@yahoo.com. Thank you

Sincerely,


Chantall Duarte, Secretary

4/30/12

**City of Bell
Agenda Report**

DATE: June 20, 2012
TO: Honorable Mayor and Members of the City Council
FROM: Arne Croce, Pro Bono Consultant
APPROVED BY: 
Douglas Willmore, City Manager
SUBJECT: Agreement for Solid Waste Management Services

RECOMMENDATION

Approve an Agreement with Waste Systems Management for an Amount not to exceed \$47,340 for Solid Waste Management Services

BACKGROUND

On May 16, 2012 the City Council awarded a seven year solid waste collection franchise to CDS (Consolidated Disposal). The effective date of the new franchise is July 1, 2012. Ongoing administration of the franchise requires several tasks to be completed to ensure: the hauler and City are in compliance with applicable State laws and reporting requirements; the City is receiving all payments provided for in the franchise; the City is getting credit for recycling that occurs by businesses other than the franchised hauler; the City receives all recycling grants entitled to; and CDS is in compliance with franchise conditions.

These tasks were anticipated in the franchise agreement and a 3% fee will be collected on gross receipts to fund these ongoing activities.

WSM is the City's current solid waste consultant. They were selected through an RFP process in January 2012. Working with the City's pro bono solid waste consultant, WSM was actively engaged in preparing the RFP and Franchise Agreement, review and analyzing the proposals received, and working with CDS to develop a roll-out plan for the new agreement. Given their intimate knowledge of the new franchise and knowledge of the City, contracting with WSM for the coming transition year is recommended.

WSM has submitted a proposal to undertake five tasks for the City:

1. Revise all relevant portions of the City Municipal Code and assist the City to establish and administer all needed ancillary hauler fee and monitoring programs
2. Perform all State mandated reporting and ensure the City of Bell's receipt of all possible State grant funding for both solid and hazardous waste
3. General contract compliance monitoring

4. Required annual audit of hauler
5. Establish annual scope of work and assist City staff in preparing an RFP for ongoing assistance

The tasks are described in detail in the attached proposal.

FINANCIAL IMPACT

The proposal is based on an estimate of 360 hours over the next year at the rate of \$131.50 per hour, with a not to exceed amount of \$47,340. Payment for these services will be made from the City's Sanitation fund. This fund includes the \$40,000 administrative payment made by CDS upon execution of the franchise and approximately \$90,000 a year in payments by CDS to cover franchise administration and the tasks contained in this proposal.

Attachment:

Proposal from Waste Management Systems
Agreement between City of Bell and Waste Management Systems

June 10, 2012

Mr. Arne Croce, Consultant & Mr. Doug Willmore
City Manager
City of Bell
6330 Pine Avenue
Bell, CA 90201

VIA ELECTRONIC MAIL

Re: Proposal – Phase 3 of Solid Waste System Management

Dear Mr. Croce and Mr. Willmore:

Waste Systems Management, LLC, is pleased to have assisted the City of Bell in transitioning towards a more productive and beneficial solid waste system. Phase 1 involved the creation of a new franchised hauling contract to provide the City with both increased revenues and needed controls on your franchised waste hauler. Phase 2 was assistance in a competitive bid process, to select a hauler to operate under this new contract structure. This process was successfully completed and a contract was recently executed. In addition to receiving all desired controls and protections, the City's residential rates were reduced by nearly 50% and commercial rates remained at 2009 levels.

As an additional service we performed an audit of the former franchised hauler to identify any under payments or non-compliance issues over the three most recent calendar years (2009-2011). This audit resulted in a settlement payment of \$100,000 to the City of Bell, to reconcile minor franchise fee underpayments and recycling revenue sharing below the level the auditor felt was reasonable.

Phase 3 Proposal

Waste Systems Management (WSM) is proposing to assist the City with the third and final phase of the process we began earlier this year. This final phase is needed to establish a comprehensive oversight and management program to ensure all the benefits derived from Phase 1 and Phase 2 are realized and maintained.

Pursuant to the request for proposal bid requirements the new franchised hauler has made a \$40,000 payment to the City at contract execution. In addition the new exclusive franchise agreement has established a 3% fee on all gross receipts specifically for City monitoring and legislative compliance activities. Based upon our audit of hauler records we are confident annual gross receipts will be a minimum of \$3 million, meaning \$90,000 in annual monitoring and legislative compliance fees received by the City.

Waste Systems Management is requesting a 12 month contract, at a **total cost of \$47,340** (360 total hours) to accomplish the following:

- 1. Establish franchised hauler tonnage and fee reporting procedures then administer this program.**

The recent hauler audit and our work auditing municipal franchise haulers over the past 20 years has show than an effective quarterly reporting system, utilizing our

proprietary revenue-to-ton ratio, can effectively catch under-payments as they occur. This eliminates the need for more costly periodic audits and ensures better cash flow to the City. It is also vital that the City monitor the various facilities utilized by the hauler and the commodity value they receive for your recyclable materials. Therefore it is vital that proper tonnage reporting forms be developed and utilized, in addition to fee tracking reports. We will establish an effective structure for both fee and tonnage reporting, that will eventually become your ongoing hauler audit system. Once in place we will administer the program and review/verify all hauler submissions.

Estimated 120 hours @ \$131.50 billing rate = \$15,780

2. Revise all relevant portions of the City Municipal Code and assist the City to establish and administer all needed ancillary hauler fee and monitoring programs.

With the passage of AB 341 the State is mandating commercial recycling. Not all current commercial recycling programs are provided by the franchise hauler. Private recycler collections must be quantified to ensure compliance with AB 341. While the Rancho Mirage decision of 1992 precludes the City placing both free and net-payment for collection of recyclables under the exclusive franchise, it does not prevent you from establishing a separate and inclusive recycler permit system. We will establish such a system (another Los Angeles County municipality generates \$250,000 in annual revenues) for the City of Bell under this task.

SB 1374 and the new Green Building Code requires municipalities to track all construction and demolition waste generated within your jurisdiction, establish diversion requirements in your municipal code, and quantify diversion at designated projects. In addition illegal or "bandit" hauling of construction/demolition waste is a significant source of landfill disposal (25% of total landfilled tonnage for the average municipality). We proposed to establish a construction/demolition hauler permit program that will generate new revenues for the City while capturing needed tonnage information and requiring additional diversion of this material.

Finally, there are other ancillary hauling activities such as cooking oil recycling, landscaper hauling, junk haulers, etc. that should be included in a tonnage reporting system so that the City can effectively monitor all solid waste hauling activity in your jurisdiction. We are also proposing to establish a program to monitor E-Waste collection under this Phase 3 contract.

As a related task we will work with City staff to revise your municipal code to facilitate program operation and enforcement. Once programs are in place we will assist the City in administering them and perform field audits to ensure 100% payment of required fees

Estimated 150 hours @ \$131.50 billing rate = \$19,725

3. Perform all State mandated reporting and ensure the City of Bell's receipt of all possible State grant funding for both solid and hazardous waste.

Having written various City SRREs (primary State compliance document) as well as preparing annual reports of compliance for numerous jurisdictions over the past 20 years we are well qualified to submit your annual report to CalRecycle and develop any needed revisions/additions to existing City programs. This year it is vital that the

State be aware of all changes established by the new agreement to improve the City's compliance assessment by this State agency.

The City is entitled to approximately \$40,000 in recurring annual grant funding for used oil and beverage container recycling. We are very familiar with these programs and the annual funding request process. We will ensure the City's receipt of all monies due you and assist you in selecting the most effective and efficient programs for residents and businesses. In addition there are a number of competitive grants that we will work with City staff to identify and pursue. We have successfully won competitive grant funding totaling over \$3 million for our clients.

Estimated 8 hours @ \$131.50 billing rate = \$1,052

4. General contract compliance monitoring.

The new franchise agreement establishes a number of requirements that must be monitored to ensure compliance. The purchase and use of new vehicles, the preparation and delivery of public education and outreach materials, response to resident service requests and complaints, and various other equipment and service requirements should be monitored throughout the year to ensure that the City's expectations are met.

Estimated 52 hours @ \$131.50 billing rate = \$6,838

5. Required annual audit of hauler.

The new franchise agreement establishes that an annual audit of hauler records be performed, with the hauler paying for this activity through a percentage free upon their gross receipts. As discussed in Task 1 we will be establishing a more cost effective ongoing monitoring program within the new reporting structure created. However, in this first year will we also perform an onsite records audit to ensure the accuracy and effectiveness of the ongoing audit process implemented in Task 1.

Estimated 30 hours @ \$131.50 billing rate = \$3,945

6. Establish annual scope or work and assist City staff in preparing an RFP for ongoing assistance.

Concurrent to the performance of task work listed above we will work with City staff to quantify the various assistance programs that will be needed on an ongoing basis. We will also assist City staff in preparing a request for proposals document that can be used for a competitive bid to secure a consulting firm for ongoing assistance.

No Charge

Summary

The project budget of \$47,340 is believed to be the level of assistance required to implement the number and type of new programs needed. As an additional benefit we believe these new programs will generate additional and ongoing revenues for the City well above this contract amount. This will allow the City to utilize the full \$90,000 in annual hauler fees in whatever manner you wish.

We are very familiar with the challenges the City of Bell has faced and overcome. We look forward to completing this final phase and implementing the comprehensive waste management programs detailed herein.

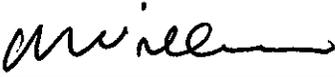
Sincerely,
WASTE SYSTEMS MANAGEMENT

Michael Balliet
Partner

**AGREEMENT
WILL BE MADE
AVAILABLE ON
MONDAY**

City of Bell Agenda Report

DATE: June 20, 2012
TO: Mayor and Members of the City Council
FROM: Nancy Fong, Community Development Director

APPROVED
BY: 
Doug Willmore, City Manager

SUBJECT: Amendment to the Orangeline Development Authority Third Amended Joint Exercise of Powers Agreement

RECOMMENDATION:

The City Council to adopt a resolution (attached as Exhibit A) to approve the Orangeline Development Authority (“OLDA”) Third Amended Joint Exercise of Powers Agreement (“Third Agreement”) and authorize the Mayor or designee to execute the Agreement.

BACKGROUND

OLDA’s goal is to obtain public and private funding for the construction of an environmentally friendly, grade separated, state-of-the-art high speed transit system in Southern California. The City is currently a member of OLDA.

At the OLDA Board meeting on March 9, 2011, members of the OLDA Board unanimously supported the Third Agreement to facilitate a growth in OLDA membership.

The Third Agreement has the following main effects:

- The following cities were added to the list of entities authorized to become members of OLDA: Bell Gardens, Burbank, Commerce, Compton, Fullerton, Hawaiian Gardens, La Habra, La Mirada, Lakewood, Long Beach, Lynwood, Norwalk, Orange, Santa Fe Springs, Seal Beach, Westminster. Orange County was also authorized to join OLDA.
- If they join, the Counties of Los Angeles and Orange are authorized to have up to three members each on the OLDA Board; the City of Los Angeles may have up to six. As the number of members from each of these entities increases, that entity’s dues increase proportionally.
- Entities may join OLDA even if they did not previously sign the Second Amended Joint Exercise of Powers Agreement. Entities that do not sign the Third Agreement will not be members of OLDA.
- OLDA will be required to provide members three day’s prior notice of *all* meetings (instead of ten days notice for regular meetings, and one day notice of special meetings);

- A “quorum” will now be determined based upon the number of entities represented, and not by the number of members of the board in attendance. Thus, even if all six members from the City of Los Angeles appear, only one member counts for purposes of establishing a quorum. This guarantees that no meeting will occur without at least half of the entities being represented.

Exhibits:

- A. Resolution approving the Third Agreement.
- B. Third Agreement.

RESOLUTION NO. 2012-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, ADOPTING
THE ORANGELINE DEVELOPMENT AUTHORITY THIRD AMENDED JOINT
EXERCISE OF POWERS AGREEMENT**

WHEREAS, the City Council of the City of Bell has already taken action to join the Orangeline Development Authority ("OLDA") as a voting member;

WHEREAS, OLDA approved the Third Amended Joint Exercise of Powers Agreement ("Agreement") to facilitate growth in membership of OLDA by creating more flexibility in its membership requirements;

WHEREAS, the Agreement allows potential participation by supervisorial districts of Orange and Los Angeles Counties and certain council districts of the City of Los Angeles;

WHEREAS, the Agreement modifies language regarding dues, voting and selection of directors to accommodate these new membership opportunities;

WHEREAS, the Agreement modifies the definition of a quorum and streamlines streamline the meeting notice requirements.

**THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, RESOLVE AND
ORDER AS FOLLOWS:**

Section 1. The Third Amended Joint Exercise of Powers Agreement, attached hereto as Exhibit "A", is hereby approved as to form and content.

Section 2. The Mayor is authorized to execute the Third Amended Joint Exercise of Powers Agreement on behalf of the City Council and to forward the executed original to the Secretary of the Orangeline Development Authority.

Section 3. The clerk of the City of Bell shall certify the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 20th day of June, 2012.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Ali Saleh, Mayor

APPROVED AS TO FORM:

By: _____
David Aleshire, City Attorney

CERTIFICATION OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing Resolution No. 2012-48 is the original resolution adopted by the Bell City Council at its regular meeting held on the 20th day of June 2012, by the following vote:

Ayes:
Noes:
Absent:
Abstaine:

By: _____
Rebecca Valdez, CMC, City Clerk

EXHIBIT "A"
THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT

ORANGELINE DEVELOPMENT AUTHORITY

THIRD AMENDED

JOINT EXERCISE OF POWERS AGREEMENT

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**ORANGELINE DEVELOPMENT AUTHORITY
THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT**

THIS THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement"), is made and entered into by and between those public entities (collectively "Members") whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the ___ day of _____, 2012

WITNESSETH

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline, to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1st to and including the following June 30th or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” means a high-speed ground transportation service that is provided by an environmentally friendly, grade separated, state-of-the-art high speed transit system in Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the "Orangeline Development Authority."

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members to enter into one or more public-private partnerships to finance, acquire, design, construct, reconstruct, improve, and operate the facilities and improvements to the Orangeline as may be approved by action of the Authority.

ARTICLE III

POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

- (a) study the feasibility of and plan for and implement the design, acquisition, financing, construction and operation of the Orangeline; and
- (b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and
- (c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and
- (d) make and enter into any other contracts; and
- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements; and

- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

Section 3.2 Specific Powers.

(a) Financial.

(1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.

(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board

shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope

of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

(b) Condemnation. The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.

(c) Parkland Maintenance. The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.

(d) Manner of Exercise. For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell, a general law city.

(e) Compliance with CEQA and NEPA. The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.

(f) Contributions. Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) Expulsion. A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) Withdrawal. Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) Termination of Authority.

(1) Causes. The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) Limitations

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of

this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessary cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

ARTICLE IV

ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in

full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles.. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

Section 4.2 Board

(a) Composition

(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors and Alternate Directors shall be current members of the governing body of their appointing Member with the exception of the Directors and Alternate Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by

resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.

(4) Executive Director. The Board shall appoint an Executive Director, which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.

(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

ARTICLE V

MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

By: _____
(date)

ATTEST:

By: _____

(Seal)

APPROVED AS TO FORM:

By: _____

EXHIBIT A

Burbank-Glendale-Pasadena
Airport Authority

City of Anaheim

City of Artesia

City of Bell

City of Bell Gardens

City of Bellflower

City of Buena Park

City of Burbank

City of Cerritos

City of Commerce

City of Compton

City of Cudahy

City of Cypress

City of Downey

City of Fullerton

City of Garden Grove

City of Glendale

City of Hawaiian Gardens

City of Huntington Beach

City of Huntington Park

City of Irvine

City of La Habra

City of La Mirada

City of La Palma

City of Lakewood

City of Lancaster

City of Long Beach

City of Los Alamitos

City of Los Angeles

City of Lynwood

City of Maywood

City of Norwalk

City of Orange

City of Palmdale

City of Paramount

City of San Fernando

City of Santa Ana

City of Santa Clarita

City of Santa Fe Springs

City of Seal Beach

City of South Gate

City of Stanton

City of Tustin

City of Vernon

City of Westminster

County of Los Angeles

County of Orange