



City Council and Related Agencies Agenda

Regular Meeting

Bell City Council

Wednesday, July 18, 2012

**5:00 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 Public Finance Authority**

July 18, 2012

**5:00 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: *David Mango v. City of Maywood et. al.* (Case No. CV 11-05641 GW (FFMX))
 - 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- EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 00457-JHN (M__ X)
 - e) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (four (4) 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.

Presentations

Presentation by Southern California Gas.

Presentation by Habitat for Humanity.

Presentation by Orangeline Development Authority (OLDA)

Certificate of Appreciation In memory of Juan D. Arias.

Certificate of Appreciation to Parents on Patrol.

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. 6

2. Approval of Minutes of the Regular Meeting of June 20, 2012 (*Council and Related Agencies*)
3. Approval of General Warrants and Community Housing Authority Warrants dated July 18, 2012. (*Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority*)
4. Approval of Resolution No. 2012-51, A Resolution of the City Council of the City of Bell Appointing New Members to the Administrative Committee of the Supplemental Retirement Plan and Trust. (*Council*)

RESOLUTION NO. 2012-51: A Resolution of the City Council of the City of Bell Appointing New Members to the Administrative Committee of the Supplemental Retirement Plan and Trust.

5. Approval of City Hall Holiday Schedule. (*Council*)
6. Approval of Fiscal Year 2012-2013 Holiday Schedule. (*Council*)

Public Hearing

7. Conduct the Public Hearing for the Purpose of Hearing Protest or Objections and Consideration of Adopting Resolutions Confirming the Assessments and Ordering the Levying of Assessments for the Landscape and Lighting District and Sewer Maintenance Districts for Fiscal Year 2012/2013. (*Council*)

Recommendation:

- a) **Conduct the Public Hearing and Adopt Resolutions numbers 2012-49 and 2012-50 confirming the diagrams and assessments and ordering the levy of assessments for the Landscape and Lighting District and Sewer Maintenance District for fiscal year 2012/2013.**

RESOLUTION NO. 2012-49: A Resolution of the City Council of the City of Bell Confirming the Diagram and Assessment and Ordering the Levying of Assessments within the City of Bell Landscaping and Lighting District for the Fiscal Year 2012-2013.

RESOLUTION NO. 2012-50: A Resolution of the City Council of the City of Bell Confirming the Diagram and Assessment and Ordering the Levying of Assessments within the City of Bell Sewer Maintenance District for the Fiscal Year 2012-2013.

Business Calendar

8. Consideration of Skate Park Budget Allocation Changes. (*Council*)

Recommendation:

- a) **Authorize the Community Services Director to Post Permanent Signs at the Skate Park Informing the Public of the Rules and Regulations of the Facility, in accordance with State Law.**
 - b) **Approve an Appropriations Adjustment Reducing the Skate Park Budget Allocation for Personnel by \$15,000 and Allocating that amount to the Youth Sports Activities Account for Other Events and Programs.**
9. Consideration to amend the contract agreement for City Engineer Services with Interwest Consulting Group. *(Council)*

Recommendation: Approve the contract agreement amendment.

10. Award of Contract for Street Sweeping , Bus Shelter Cleaning and Sidewalk Cleaning. *(Council)*

Recommendation:

- a) **Approve an Agreement with Nationwide Environmental Services for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning in the amount of \$285,513.75.**
11. Consideration of Agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to Provide Funding to the City of Bell for the Review of the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS). *(Council)*

Recommendation:

- a) **Authorize the City Manager to Sign the Attached Agreement with the LACMTA to Provide \$75,000 in Funding to the City for the Review of the I-710 Corridor EIR/EIS.**
12. Consideration of Contract for Risk Management Assistance. *(Council)*

Recommendation:

- a) **Approve an Agreement, not to Exceed \$25,000, to Cover the Cost of Contract for Risk Management Services for the Period of July 23, 2012 through December 31, 2012.**
13. Consideration of Contract for Human Resource Consultant. *(Council)*

Recommendation:

- a) **Approve an Agreement, not to Exceed \$25,000 to Cover the Cost of Contract for Human Resources Consulting Services for the period of July 23, 2012 through December 31, 2012.**

Mayor and City Council Communications

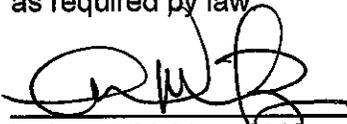
Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by the Mayor and City Councilmembers

Adjournment

The City Council will adjourn in memory of Juan D. Arias.

Next Regular Meeting, August 1, 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 July 13, 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 Public Finance Authority**

July 18, 2012

**5:00 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 Planning Commission/Bell Public Finance Authority/Bell Surplus Property Authority/Bell Solid Waste Authority

June 20, 2012

**Bell Community Center
6250 Pine Avenue**

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

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

Present: Harber, Quintana, Saleh (3)

Absent: Alvarez, Valencia* (2)

Also Present: City Manager Willmore, Former Interim Chief Administrative Officer Croce, City Attorney Aleshire and Interim City Clerk Healy

* Councilmember Valencia arrived during the Closed Session at 6:25 P.M.

Communications from the Public on Closed Session Items

None

Closed Session

1. The City Council and the related Authorities and Agencies recessed 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 at 7:10 P.M.

Pledge of Allegiance was led by Arne Croce

City Attorney Report

The City Attorney reported that all items on the Closed Session agenda were discussed except Item 1 c.) and status reports were given; no reportable actions were taken.

The City Attorney also noted that an item was brought to the attention of the City Council subsequent to the posting of the Agenda related to renewal of the City's Excess Property Coverage with Alliant Insurance Services, Inc. and the Council would need to make this finding; if approved the item would be added to the business calendar as Item 11.

Motion by Councilmember Valencia, seconded by Councilmember Quintana to find that the need to act on Item No. 11 arose subsequent to the posting of the Agenda, was adopted by the following vote:

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

MOTION ADOPTED

Communications from the Public

The following individuals addressed the City Council on items on the Agenda and/or items not on the Agenda: Fernando Chavarria (Item 5); Ismael Morales (Items 4, 5, 8); Sofia Calderon (Public Safety; maintenance cleaning); Donna Gannon (Warrants); Gaby Delgado (Item 5); Nora Saenz (Items 5 and 8); Alfred Areyan (General Comments)

Consent Calendar

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***)

Motion by Councilmember Harber, seconded by Councilmember Quintana to approve Consent Calendar Items 2-4, was approved by the following vote:

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

MOTION ADOPTED

Business Calendar

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

City Manager Willmore gave a brief presentation on the Fiscal Year 2012-13 Budget; Council discussion ensued.

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.

Motion by Councilmember Quintana, seconded by Councilmember Harber to adopt Resolution No. 2012-47 was adopted by the following vote:

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

MOTION ADOPTED

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

Motion by Councilmember Quintana, seconded by Councilmember Harber to approve a 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, was adopted by the following vote:

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

MOTION ADOPTED

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

Pam Easter, Interim Co-Finance Director briefed the City Council on the proposed agreement with the City of Brea related to the provision of information technology assistance to the City of Bell. Council discussion ensued:

Motion by Councilmember Valencia, seconded by Councilmember Quintana to 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, was adopted by the following vote:

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

MOTION ADOPTED

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

Carlos Chacon, Assistant Planner reported on the annual process for approving Temporary Use Permits for Fireworks stands in the City of Bell. Council discussion ensued. The Council asked staff to develop a standard form that organizations can utilize for reporting expenditures and revenues received from the sale of fireworks.

Motion by Councilmember Valencia, seconded by Councilmember Harber to approve the Temporary Use Permits applications for 2012, was approved by the following vote:

Ayes: Councilmembers Harber, Valencia, and Mayor Saleh (3)
Noes: Quintana (1)
Abstained: None (0)
Absent: Vice-Mayor Alvarez (1)

MOTION ADOPTED

9. Approve Agreement for Solid Waste Management Services

Arne Croce, former Interim Chief Administrative Officer briefed the Council on this item. Following his presentation, Council discussion ensued.

Motion by Councilmember Quintana to approve an Agreement with Waste Systems Management for an Amount not to exceed \$47,340 for Solid Waste Management Services failed due to a lack of a second.

Motion by Mayor Saleh, seconded by Councilmember Quintana to direct the City Manager to contact the previous bidders for Solid Waste Management Services and to bring back a recommendation to the City Council, was adopted by the following vote:

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

MOTION ADOPTED

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

Nancy Fong, Interim Director of Community Development, gave a presentation on this item; following her presentation, Council discussion ensued.

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.

Motion by Councilmember Quintana, seconded by Councilmember Valencia, to adopt Resolution No 2012-48, and to approve the Orangeline Development Authority (OLDA)

Third Amended Joint Exercise of Powers Agreement, and authorize the Mayor to execute the Agreement was adopted by the following vote:

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

MOTION ADOPTED

11. Renewal of the City's Excess Property Coverage with Alliant Insurance Services Inc.

Pam Easter, Interim Co-Finance Director, gave an explanation of the need to act tonight on this matter. Following her presentation, Council Discussion ensued.

Motion by Councilmember Harber, seconded by Councilmember Quintana, to authorize the City Manager to renew the City's Property Insurance Coverage with Alliant Insurance Services for the policy period from July 1, 2012 to July 1, 2013 in the amount of \$47,338, was adopted by the following vote:

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

MOTION ADOPTED

Mayor and City Council Communications

Councilmember Valencia

1. Announced that he attended the Los Angeles County Division of the League of California Cities General Meeting in Downey, California on June 7, 2012; he noted that the recent redistricting of districts was a topic of discussion
2. Announced that Corona School would be celebrating its' 100 year anniversary and is planning a special event to be held in the fall of 2012

Councilmember Quintana

3. Encouraged residents and staff to participate in the Southeast Cities Relay for Life event sponsored by the American Cancer Society to be held at Salt Lake Park in Huntington Park on June 23, 2012.

Mayor Saleh

4. Announced that the Bell Library is hosting a preschool story time for children ages 3 to 5 on Wednesdays at 11:00 a.m.
5. Reminded residents that the 4th of July Summer Fun event would be held at Veterans Memorial Park on Wednesday, July 4, 2012 starting at noon.
6. Asked staff to prepare a certificate of recognition for Parents on Patrol

Adjournment – 9:00 P.M.

Next Regular Meeting, Wednesday, July 18, 2012

I, Patricia Healy, 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 July 18, 2012.

Patricia Healy, CMC
Interim City Clerk

Ali Saleh, Mayor

General

PY-CY

Warrants

(6/15-7/13/12)

City Council

Meeting of

July 18, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50054	06/15/12	120701	AMERICAN SOCCER COMPANY, INC. CREDIT SOCCER UNIFORMS SOCCER UNIFORMS	3,299.20
50055	06/20/12	120701	VOID VOID-CHECK NOT NEEDED	0.00
50056	06/22/12	120702	ALLIANT INSURANCE SERVICES CRIME POLICY-7/1/12-7/1/13	983.00
50057	06/22/12	120701	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6526-51	18,154.66
50058	06/22/12	120701	VOID VOID-CHECK SKIPPED IN ERROR	0.00
50059	06/27/12	120702	MAGIC JUMP RENTALS INC. DUNK TANK-7/4/12	280.00
50060	06/27/12	120701	VOID VOID-TEST PRINT	0.00
50061	06/27/12	120701	AT&T TELEPHONE BILLING-5/2-6/1/12 CITY HALL TELEPHONE BILLING-5/2-6/1/12 CITY HALL TELEPHONE BILLING-5/2-6/1/12 MTA CONNECTION/SVCS @BELL P. D.	3,976.34
50062	06/27/12	120701	AT&T-LONG DISTANCE TELEPHONE BILLING-5/4-30/12 LONG DISTANCE-VARIOUS ACCOUNTS	45.01
50063	06/27/12	120701	CALIFORNIA WATER SERVICE WATER BILLING-4/28-5/29/12 RICKBKE & EASTERN WATER BILLING-4/28-5/29/12 BNDNI-AMLAERHT	69.63
50064	06/27/12	120701	GOLDEN STATE WATER COMPANY WATER BILLING-4/26-5/25/12 4200 GAGE AVE WATER BILLING-4/26-5/25/12 6330 PINE AVE WATER BILLING-4/26-5/25/12 3782 GAGE AVE WATER BILLING-4/26-5/25/12 6250 PINE AVE WATER BILLING-4/26-5/25/12 ATLANTIC & GAGE AVE WATER BILLING-4/26-5/25/12 6301 CLARKSON AVE	3,257.87

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-4/26-5/25/12 6707 FP BEAR AVE	
			WATER BILLING-4/26-5/25/12 FLORENCE & WALKER	
			WATER BILLING-4/26-5/25/12 6330 PINE AVE	
			WATER BILLING-4/26-5/25/12 5320 GAGE AVE	
			WATER BILLING-4/26-5/25/12 4403 GAGE AVE	
			WATER BILLING-4/26-5/25/12 ATLANTIC & DECK	
			WATER BILLING-4/26-5/25/12 6702 FP ORCHARD AVE	
			WATER BILLING-4/26-5/25/12 4460 GAGE AVE	
50065	06/27/12	120701	GOLDEN STATE WATER COMPANY WATER BILLING-4/26-5/25/12 4377 GAGE AVE	3,141.55
			WATER BILLING-4/26-5/25/12 6420 WILCOX AVE	
			WATER BILLING-4/26-5/25/12 RIVER DR/SOUTHALL LN	
			WATER BILLING-4/26-5/25/12 6526 WILCOX AVE	
			WATER BILLING-4/26-5/25/12 6500 FP WILCOX AVE	
			WATER BILLING-4/26-5/25/12 6707 BEAR AVE	
			WATER BILLING-4/26-5/25/12 FLORENCE AVE & CHANSLOR	
			WATER BILLING-4/26-5/25/12 5234 GAGE AVE	
			WATER BILLING-4/26-5/25/12 6707 IRR BEAR AVE	
50066	06/27/12	120701	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/14-6/13 6510 CLARKSON AVE	2,426.77
			ELECTRICAL BILLING-5/14-6/13 6800 OTIS AVE	
			ELECTRICAL BILLING-5/15-6/14 6901 1/2 RIVER DR	
			ELECTRICAL BILLING-5/1-6/1/12 VARIOUS STREET LIGHT ACCOUNTS	
50067	06/27/12	120701	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6552-82	32,026.38
50068	07/01/12	120702	WILLIS OF LOS ANGELES, INC. LIABILITY POLICY-7/1/12-7/1/13 POLICY #021391473	281,563.00
50069	07/01/12	120702	ALLIANT INSURANCE SERVICES, INC	47,338.00

7c

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			PROPERTY POLICY-7/1/12-7/1/13	
50070	07/03/12	120701	ANANCA LARIOS-PETTY CASH REIMB PETTY CASH REIMB-CITY HALL	883.00
50071	07/03/12	120702	VOID VOID-TEST PRINT	0.00
50072	07/03/12	120702	VOID VOID-TEST PRINT	0.00
50073	07/03/12	120701	THE GAS COMPANY GAS BILLING-5/11-6/12/12 4357 GAGE AVE-SKATE PARK GAS BILLING-5/10-6/12/12 6704 ORCHARD AVE-LB PK	73.37
50074	07/03/12	120701	INDEPENDENT CITIES ASSOCIATION REGISTRATION-7/12-15/12 N. V.	650.00
50075	07/03/12	120701	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/9-6/8/12 6707 BEAR AVE-LB PK	846.40
50076	07/03/12	120701	WELLS FARGO BANK WC ACCT REPLENISH-1ST CK/P. M.	5,670.10
50077	07/03/12	120701	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/17-6/18 4357 GAGE AVE-SKB PARK	915.76
50078	07/03/12	120701	WELLS FARGO BANK WC ACCT REPLENISH-2ND CK/P. M.	4,550.81
50079	07/13/12	120702	VOID VOID-TEST PRINT	0.00
50080	07/13/12	120702	VOID VOID-TEST PRINT	0.00
50081	07/13/12	120701	AT&T TELEPHONE BILLING-6/7-7/6/12 BELL P. D.	63.81
50082	07/13/12	120701	AT&T MOBILITY TELEPHONE BILLING-5/21-6/20/12 BELL P. D. TELEPHONE BILLING-5/24-6/23/12 BELL P. D.	1,225.83
50083	07/13/12	120701	AT&T TELEPHONE BILLING-5/27-6/26/12 BELL P. D.	281.65
50084	07/13/12	120701	CALIFORNIA WATER SERVICE	86.54

7d

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-5/30-6/28/12 BNDNI-AMLAERHT AVE WATER BILLING-5/30-6/28/12 RICKBKE & EASTERN AVE	
50085	07/13/12	120701	THE GAS COMPANY GAS BILLING-5/11-6/12/12 MULTIPLE ADDRESSES	172.98
50086	07/13/12	120701	MAYWOOD MUTUAL WATER CO WATER BILLING-4/19-6/20/12 GAGE/CASITAS LANDSCAPE WATER BILLING-4/19-6/20/12 5200 RANDOLPH ST WATER BILLING-4/19-6/20/12 WILCOX/GAGE PARKWAY WATER BILLING-4/19-6/18/12 SO. OF 6240 ATLANTIC AVE WATER BILLING-4/19-6/18/12 4501, 05, 09 GAGE AVE	358.60
50087	07/13/12	120701	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-4/23-6/19 VARIOUS STREET LIGHT ACCOUNTS ELECTRICAL BILLING-5/22-6/21 5007 FLORENCE PED ELECTRICAL BILLING-6/4-7/3/12 6590 WILCOX PED ELECTRICAL BILLING-6/1-7/1/12 6330 PINE AVE	11,935.37
50088	07/13/12	120701	WELLS FARGO REMITTANCE CENTER LODGING-ALVAREZ/SALEH NOTARY-VALDEZ/GUTIERREZ FLIGHTS-QUINTANA NATURAL GAS-PUBLIC WORKS	2,582.04
50089	07/13/12	120702	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-JUL '12	1,086.50
50090	07/13/12	120702	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-6/23-7/22/12 BELL P. D.	3,909.37
50091	07/13/12	120702	VISION SERVICE PLAN (CA) VISION INS ADMIN FEE-JUL '12	299.30
50092	07/13/12	120703	ADVANCED ACCESS SYSTEMS, INC. GATE MAINT-BELL P. D.	119.80
50093	07/13/12	120703	ALESHIRE & WYNDER, LLP LEGAL SVCS-4/12-30/12 SPECIAL PROJECTS LEGAL SVCS-4/17-30/12 AGENCY	53,166.74

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			LEGAL SVCS-4/4-20/12	
			FRANCHISE/CABLE	
			LEGAL SVCS-1/27-4/26/12	
			AGENCY REAL PROPERTY	
			LEGAL SVCS-4/1-30/12	
			GO BONDS	
			LEGAL SVCS-3/2-4/30/12	
			DEXIA CREDIT LOCAL (VS BELL)	
			LEGAL SVCS-3/14-4/30/12	
			MOBILE HOME PARKS (HSG)	
			LEGAL SVCS-4/9-30/12	
			UNLAWFUL DETAINERS (HSG)	
			LEGAL SVCS-4/5-30/12	
			RICHARD FISHER ASSOC(VS BELL)	
			LEGAL SVCS-3/5-4/26/12	
			RAMIREZ, LUIS ET AL (VS BELL)	
			LEGAL SVCS-4/2-25/12	
			RIZZO, ROBERT ADRIAN (VS BELL)	
			LEGAL SVCS-4/1-30/12	
			SORIA, MARIA W. (VS BELL)	
			LEGAL SVCS-4/6-30/12	
			SPACCIA, PIER ANGELA (VS BELL)	
			LEGAL SVCS-4/3-30/12	
			ATTORNEY GENERAL LITIGATION	
50094	07/13/12	120703	ALESHIRE & WYNDER, LLP	50,132.75
			LEGAL SVCS-4/2-30/12	
			GENERAL	
			LEGAL SVCS-4/2-30/12	
			LITIGATION	
			LEGAL SVCS-3/12-4/30/12	
			PERSONNEL	
			LEGAL SVCS-4/2-30/12	
			PLANNING	
			LEGAL SVCS-4/2-26/12	
			PUBLIC WORKS/ENGINEERING	
			LEGAL SVCS-4/10-26/12	
			FINANCE	
			LEGAL SVCS-4/3-24/12	
			ASSESSMENT/BOND	
			LEGAL SVCS-4/4-25/12	
			POLICE	
			LEGAL SVCS-4/24/12	
			HOUSING	
			LEGAL SVCS-4/9-30/12	
			REIMBURSABLE	
			LEGAL SVCS-4/4-27/12	
			RISK MANAGEMENT	
			LEGAL SVCS-2/22-4/30/12	
			LABOR	
			LEGAL SVCS-2/1-4/30/12	
			POLICE INVESETIGATIONS	
			LEGAL SVCS-4/10-30/12	
			MARTINEZ, RENE (VS BELL)	

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50095	07/13/12	120703	ALESHIRE & WYNDER, LLP LEGAL SVCS-4/2-30/12 CORCORAN, JAMES(VS BELL ET AL) LEGAL SVCS-3/5-4/30/12 MANGO, DAVID(VS MAYWOOD, ET AL) LEGAL SVCS-4/9-30/12 RAMIREZ, LISA (VS CO. OF LA) LEGAL SVCS-3/5-31/12 ANDERSON-BARKER, CYNTHIA LEGAL SVCS-4/10-30/12 RIVERA, ISMAEL(VS ALBERT N) LEGAL SVCS-1/20-2/29/12 SEC INVESTIGATIONS	22,519.73
50096	07/13/12	120703	ALL ACTION SECURITY SECURITY GUARD SVCS-6/2 & 6/9	991.88
50097	07/13/12	120703	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD JANITORIAL SUPPLIES-CITY YARD JANITORIAL SUPPLIES-CITY YARD	8,218.54
50098	07/13/12	120703	AMERICAN RENTALS, INC. EQUIPMENT RENTAL-4/25/12 EQUIPMENT RENTAL-6/7/12	897.90
50099	07/13/12	120703	AMY'S TROPHIES & SPECIALTIES SERVICE AWARD-D. HILL	110.93
50100	07/13/12	120703	AULA ATHLETIC CLUB REFEREE SVCS-6/6-19/12	1,415.00
50101	07/13/12	120703	AZTECA LANDSCAPE LANDSCAPE MAINTENANCE-JUN'12	5,100.00
50102	07/13/12	120703	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-6/15-30/12	6,500.00
50103	07/13/12	120703	BEVERLY CARPETS CARPET CLEANING-C. CTR	250.00
50104	07/13/12	120703	CAPPO, INC. MEMBERSHIP DUES-3/1/12-2/28/13	130.00
50105	07/13/12	120703	VERONICA CASTILLO REFUND-HALL RENTAL DEPD 6/9/12	650.00
50106	07/13/12	120703	CITY OF BREA IT SERVICES-MAY'12	1,470.00
50107	07/13/12	120703	COMMUNITY DEVELOPMENT LOAN REPAYMENT-4341 BELL AVE D. ABELLON	12,000.00

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CHECKS 120701 - 120706

07/13/12

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50108	07/13/12	120703	COUNTY OF LOS ANGELES SLAUSON/LA RIVER BRIDGE REPAIR	830.13
50109	07/13/12	120703	CRAFCD, INC. ASPHALT COLD PATCH	2,792.70
50110	07/13/12	120703	ARNE LOUIS CROCE REIMB-BOND ICAO SVCS 6/3-21/12	1,136.62
50111	07/13/12	120703	DATASTREAM BUSINESS SOLUTIONS, HP9000 PROGRAMMING-5/1-31/12	712.50
50112	07/13/12	120703	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-MAY'12	6,616.22
50113	07/13/12	120703	DUNN-EDWARDS CORP. CURB PAINT	34.22
50114	07/13/12	120703	NORDIS PARENTE BUSINESS CARDS--A. QUINTANA 4 COLORS	70.69
50115	07/13/12	120703	FEDERAL EXPRESS DELIVERY SVCS-R. VALDEZ	36.35
50116	07/13/12	120703	FIRST 5 LA REFUND-HALL RENTAL DEPOSIT 1/30/12 COMMUNITY CENTER REFUND-HALL RENTAL DEPOSIT 4/2/12 BEST START MEETING REFUND-HALL RENTAL DEPOSIT 4/30/12 BEST START MEETING REFUND-HALL RENTAL DEPOSIT 5/21/12 BEST START MEETING	400.00
50117	07/13/12	120703	FIRST STUDENT TRANSP SVCS C. CTR-06/11/12 ADDITIONAL HOURS-DODGERS	81.25
50118	07/13/12	120703	GOVERNMENT FINANCE OFFICERS GOVT ACCOUNTING/AUDIT/FIN RPRT	485.00
50119	07/13/12	120703	GRAFFITI CONTROL SYSTEMS GRAFFITI REMOVAL SVCS-JUN'12	6,413.00
50120	07/13/12	120703	GRAFFITI PROTECTIVE COATINGS SIDEWALK STEAM CLEANING-MAY'12 FUEL SURCHARGE-MAY'12 BUS SHELTER CLEANING-MAY'12 FUEL SURCHARGE-MAY'12 STREET SWEEPING-MAY'12 FUEL SURCHARGE-MAY'12	26,288.00
50121	07/13/12	120703	NATALIE GUILLEN	600.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REFUND-HALL RENTAL & DEPO 6/2	
50122	07/13/12	120703	HINDERLITER DE LLAMAS & CONTRACT SVCS-SALES TAX 4THQTR AUDIT SVCS-SALES TAX	2,243.45
50123	07/13/12	120703	HUB INTERNATIONAL INSURANCE LIABILITY INSURANCE-C. CTR	733.35
50124	07/13/12	120703	INTELESYS COMMUNICATIONS TELEPHONE MAINT/REPAIR-BELL PD	434.79
50125	07/13/12	120703	INTELLI-TECH HEWLETT-PACKARD 6200 PRO MICROSOFT OFFICE 2010 PRO	1,054.88
50126	07/13/12	120703	INTERWEST CONSULTING GROUP INC PROF SVCS-1/9-5/31/12 ENGINEERING	56,980.00
50127	07/13/12	120703	INTERWEST CONSULTING GROUP INC PROF SVCS-5/1-31/12 DEVELOPMENT ENGINEERING	3,696.00
50128	07/13/12	120703	KNN PUBLIC FINANCE WORK-OUT PLAN CONSULTING 12/8/11-5/8/12 PROJ#676-12-11	9,350.00
50129	07/13/12	120703	L. B. JOHNSON HARDWARE CO #1 HARDWARE SUPPLIES-BELL P. D. JAIL LIGHTS HARDWARE SUPPLIES-BELL HOUSE PLUMBING REPAIRS HARDWARE SUPPLIES-P. D/C. H. DEODORANT SPRAYERS HARDWARE SUPPLIES-CITY HALL OFFICE SUPPLIES	52.57
50130	07/13/12	120703	LA OPINION PUBLICATION SVCS-5/21-27/12 LEGAL ADVERTISING	287.50
50131	07/13/12	120703	LAUTZENHISER'S STATIONERY, INC CUSTOM MANUAL SEAL/EMBOSSER CITY CLERK	264.26
50132	07/13/12	120703	LAW OFFICES OF JOHN D. TYRE LEGAL FEES-R. V.	4,618.75
50133	07/13/12	120703	LEAGUE OF CALIFORNIA CITIES GENERAL MEETING-6/7/12 N. VALENCIA/A. ALVAREZ	70.00
50134	07/13/12	120703	ARMANDO LOPEZ REFUND-PARKING CITE#1000027366	56.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50135	07/13/12	120703	LDS ANGELES COUNTY MTA TAP BUS SALES-MAR '12 TAP BUS PASS SALES-APR '12 TAP BUS PASS SALES-MAY '12 TAP BUSS PASS SALES-JUN '12	28,508.00
50136	07/13/12	120703	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SERVICES-MAR '12 AUDIT FINANCIAL STATEMENTS PROFESSIONAL SERVICES-MAR '12 AUDIT REDEVELOPMENT AGENCY	26,080.00
50137	07/13/12	120703	MARSAN TURF & IRRIGATION TURF/IRRIGATION EQUIPMENT TURF/IRRIGATION EQUIPMENT TURF/IRRIGATION EQUIPMENT	456.28
50138	07/13/12	120703	MEDINA CONSTRUCTION RICKENBAKER RD SIDEWALK REPAIR WATER LINE REPAIRS EASTERN & RICKENBAKER	5,110.00
50139	07/13/12	120703	AMALIA MARTEL MENDOZA SAFEKEEPING-DR #12-81	1,668.23
50140	07/13/12	120703	NBS PROFESSIONAL SVCS-MAY '12	4,000.00
50141	07/13/12	120703	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-MAY '12 LB PK COPIER MAINT/SUPPLIES-MAY '12 C. CTR	109.00
50142	07/13/12	120703	OLDTIMERS FOUNDATION PARATRANSIT SVCS-JUN '12	38,070.20
50143	07/13/12	120703	MARIA S. ORGAZ REFUND-RENTAL DEPOSIT 6/10/12 TREDER PAVILION	45.00
50144	07/13/12	120703	ROBERT PALMER SAFEKEEPING-DR#11-3424 SAFEKEEPING-DR#11-2169	2,463.16
50145	07/13/12	120703	ALEX PAREDES JR. REFUND-BALLET A. PAREDES & C. PAREDES	60.00
50146	07/13/12	120703	HEMENDRA PATEL REFUND-T. U. P #2012-04	500.00
50147	07/13/12	120703	PECKHAM & MCKENNEY POLICE CHIEF SEARCH	27,578.16

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			EXPENSES	
			COMMUNITY SVCS DIRECTOR SEARCH	
			EXPENSES	
			COMMUNITY SVCS DIRECTOR SEARCH	
			PROFESSIONAL FEE	
			POLICE CHIEF SEARCH	
			PROFESSIONAL FEE	
			FINANCE DIRECTOR SEARCH	
			EXPENSES	
			FINANCE DIRECTOR SEARCH	
			PROFESSIONAL FEE	
			COMMUNITY DEVELOPMNT DIR SEARCH	
			PROFESSIONAL FEE	
			COMMUNITY DEVELOPMNT DIR SEARCH	
			EXPENSES	
50148	07/13/12	120703	PMC ENVIRONMENTAL REVIEW-4/28-5/25 BANDINI INDUSTRIAL	1,375.00
50149	07/13/12	120703	PRAIRIE DISTRIBUTION INC EQUIPMENT RENTAL-C. CTR	41.08
50150	07/13/12	120703	PUBLIC ENGINEERING SERVICES PROFESSIONAL SVCS-MAR '12 NPDES CLEAN WATER ACT PROFESSIONAL SVCS-APR '12 NPDES CLEAN WATER ACT	6,786.00
50151	07/13/12	120703	QUICK DISPENSE MISC SUPPLIES-CITY HALL	117.92
50152	07/13/12	120703	QUILL CORPORATION OFFICE SUPPLIES-CITY CLERK OFFICE SUPPLIES-BUILD & SAFETY OFFICE SUPPLIES-CITY CLERK/FIN OFFICE SUPPLIES-PARKS & REC TECHNOLOGY CENTER OFFICE SUPPLIES-PARKS & REC TECHNOLOGY CENTER OFFICE SUPPLIES-PARKS & REC TECHNOLOGY CENTER OFFICE SUPPLIES-PARKS & REC TECHNOLOGY CENTER	5,460.94
50153	07/13/12	120703	RELIA-TECH PRINTER-DEBS PARK/C. CTR PRINTER-JAIL/BELL P. D. SVC CALL-BRIEFING RM/BELL P. D. PORT SWITCH/PATCH CABLE COMMUNITY DEVELOPMENT SVC & POWER SUPPLY-LBP/C. CTR SVC CALL-DISPATCH 2/BELL P. D. SVC CALL-DISPATCH/BELL P. D. SVC CALL-C. CTR	5,321.62

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			DIAGNOSTIC REPAIR FEE-C. CTR COMPUTER MAINT CONTRACT-JUL '12 LAST MONTH OF SERVICE SVC CALL-PATROL/BELL P. D. SVC CALL-BELL P. D.	
50154	07/13/12	120703	NORMA RENTERIA REFUND-PAVILION RENTAL 6/16/12	35.00
50155	07/13/12	120703	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-MAY '12 TRAFFIC SIGNAL-MAY '12 RESPONSE CALL OUTS & REPAIRS	5,239.07
50156	07/13/12	120703	VERONICA RICO REFUND-BASEBALL/L. SANCHEZ REFUND-BASEBALL/M. RICO	80.00
50157	07/13/12	120703	OSVALDO RIVAS REFUND-SOCCER/J. RIVAS	40.00
50158	07/13/12	120703	ADRIANA ROJAS REFUND-BALLET/V. ROJAS	35.00
50159	07/13/12	120703	RSCC ENGINEERING, INC DRAINAGE ST IMPROV/ESTIMATE CHANSLOR AVE @ SVC ROAD	2,500.00
50160	07/13/12	120703	SAVING EARTH RECYCLING REFUND-SECURITY DEP/TUP2012-02	500.00
50161	07/13/12	120703	SIN LIMITE WIRELESS REFUND-SECURITY DEP/TUP2012-14 REFUND-SECURITY DEP/TUP2012-07	1,000.00
50162	07/13/12	120703	SJC 3 CONSULTING CONSULTING SVCS-6/1-29/12 CDBG/CDBG-R	6,480.00
50163	07/13/12	120703	SOUTHEAST COMMUNITY COMPUTER TRAINING SVCS-5/1-31	9,200.00
50164	07/13/12	120703	SPECTRA ASSOCIATES, INC. CUSTOM MINUTE BOOKS/LETTERING	467.40
50165	07/13/12	120703	STANLEY PEST CONTROL CO PEST CONTROL-5/12 6707 BEAR AVE PEST CONTROL-5/12 3700 GAGE AVE PEST CONTROL-5/12 6326-6330 PINE AVE PEST CONTROL-5/12 6250 PINE AVE PEST CONTROL-5/12	396.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4357 GAGE AVE PEST CONTROL-5/12 6500 WILCOX AVE PEST CONTROL-5/12 5320 GAGE AVE PEST CONTROL-5/12 4400 GAG AVE PEST CONTROL-5/12 4874 GAGE AVE PEST CONTROL-5/12 6326-6330 PINE AVE	
50166	07/13/12	120703	ANITA TORRES REFUND-HALL RENTAL DEPO 6/16	300.00
50167	07/13/12	120703	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-JUL '12 C. H.	391.50
50168	07/13/12	120703	TRANSTECH ENGINEERS, INC PLAN CHECK SVCS-PC #45920	108.30
50169	07/13/12	120703	KARINA TRUJILLO REFUND-BASEBALL/B. GARCIA	50.00
50170	07/13/12	120703	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-JUN '12	43.50
50171	07/13/12	120703	UNITED SITE SERVICES FENCE RENTAL-5/23-6/19/12 RSAP	357.18
50172	07/13/12	120703	JUNAN URIARTE REFUND-SECURITY DEP/TUP2012-06	500.00
50173	07/13/12	120703	REBECCA VALDEZ REIMB-LEGAL FEES1/20/11-4/2/12	6,750.00
50174	07/13/12	120703	WELLS LOCK & KEY SVC CALL/LOCK/HANDLE/BOLT-ADMI LOCKS-PUBLIC WORKS	199.00
50175	07/13/12	120703	ZUMAR INDUSTRIES, INC STREET SIGNS/SUPPLIES STREET SUPPLIES	3,837.56
50176	07/13/12	120704	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-7/1-15/12	6,500.00
50177	07/13/12	120704	STEVE BELCHER REIMB-PRESENTATION BOARD	250.07
50178	07/13/12	120704	CALIFORNIA POLICE CHIEFS MEMBERSHIP DUES-7/1/12-6/30/13	125.00
50179	07/13/12	120704	TRISHA CARRERA SUBSISTENCE-7/13-14/12	73.00

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50180	07/13/12	120704	CSAC EXCESS INSURANCE W. C. INSURANCE PREMIUM-FY12/13	63,306.00
50181	07/13/12	120704	DATASTREAM BUSINESS SOLUTIONS, SOFTWARE MAINT AGRMNT-7/1-9/30 HP9000 SYSTEM & UTILITIES APPLICATION SOFTWARE HP ELOQUENCE	720.00
50182	07/13/12	120704	GLENDALE FIRE SYSTEMS, INC. ALARM MONITORING & TESTING JUL-SEP 2012/VETS PARK ALARM MONITORING & TESTING JUL-SEP 2012/CAMP LITTLE BEAR	516.00
50183	07/13/12	120704	MARISOL GODOY SUBSISTENCE-7/30-8/3/12	50.00
50184	07/13/12	120704	IACP REGISTRATION-9/29-10/3/12 A. M.	275.00
50185	07/13/12	120704	ICMA MEMBERSHIP DUES-NACA	175.00
50186	07/13/12	120704	INTERNATIONAL CITY/COUNTY MEMBERSHIP DUES-7/1-6/30/13	1,400.00
50187	07/13/12	120704	ART JIMENEZ SUBSISTENCE-8/16-18/12 REIMB-LODGING 8/16-18/12	389.24
50188	07/13/12	120704	JUMP O'RAMA INFLATABLES, INC. 4 IN 1 SLIDE COMBO W/POOL	445.00
50189	07/13/12	120704	LEAGUE OF CALIFORNIA CITIES FY 12-13 LA CO MEMBERSHIP DUES	1,118.25
50190	07/13/12	120704	ESBEYDA PIMENTEL SUBSISTENCE-7/13-14/12 SUBSISTENCE-7/25-26/12	146.00
50191	07/13/12	120704	RIO HONDO COLLEGE TUITION-7/30-8/3/12 M. LOMELI	43.00
50192	07/13/12	120704	ANGELA RUIZ REIMB-FLIGHT 7/13-14 T. C. REIMB-LODGING 7/13-14 EP/TC/AR SUBSISTENCE-7/13-14/12 REIMB-FLIGHT 7/13-14 E. P. /A. R. SUBSISTENCE-7/25-26/12 REIMB-LODGING 7/25-26 EP/AR REIMB-FLIGHT 8/16-18/12 A. J.	2,211.60

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CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL	139 CHECKS			992,168.10
0000691	06/20/12	120705	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 6/22/12	234,665.66
0000692	06/26/12	120705	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 6/22/12	11,283.62
0000693	06/26/12	120705	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-6/22/12 NORMAL PAY	60,099.26
0000694	07/03/12	120706	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 7/6/12	250,000.00
0000695	07/10/12	120706	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 7/6/12	11,168.34
0000696	07/10/12	120706	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-JUL '12	105,560.67
0000697	07/11/12	120706	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-7/6/12 NORMAL PAY	59,548.14
TOTAL	7 WIRES			732,325.69
TOTAL				1,724,493.79

**Successor Agency
to the
Bell Community
Redevelopment Agency**

**PY-CY
Warrants
(6/15-7/13/12)**

**City Council
Meeting of
July 18, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5493	07/11/12	120712	LOS ANGELES COUNTY AUDITOR RESIDUAL PAYMENT UNDER AB1484	554,093.66
5494	07/13/12	120712	VOID VOID-TEST PRINT	0.00
5495	07/13/12	120712	VOID VOID-TEST PRINT	0.00
5496	07/13/12	120711	ROSENDW SPEVACEK GROUP PROF SVCS-SUCCESSOR TRANS 5/12	4,030.00
TOTAL	4 CHECKS			558,123.66

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**Bell Community
Housing Authority**

**PY-CY
Warrants
(6/15-7/13/12)**

**City Council
Meeting of
July 18, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1918	06/27/12	120721	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-6/1-30/12 FLORENCE VILLAGE MHP	5,400.00
1919	07/03/12	120722	VOID VOID-TEST PRINT	0.00
1920	07/03/12	120722	VOID VOID-TEST PRINT	0.00
1921	07/03/12	120722	VOID VOID-TEST PRINT	0.00
1922	07/03/12	120722	VOID VOID-TEST PRINT	0.00
1923	07/03/12	120721	GOLDEN STATE WATER COMPANY WATER BILLING-4/20-5/21/12 6712-18 OTIS AVE-BCHA WATER BILLING-5/1-21/12 6633 PINE AVE-BCHA WATER BILLING-4/20-5/21/12 6633 PINE AVE/LAUNDRY-BCHA WATER BILLING-4/20-5/21/12 4416 GAGE AVE-BCHA	196.07
1924	07/03/12	120731	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-JUN'12 5246 FLORENCE AVE-DRMHP WASTE/RECYCLING SVCS-JUN'12 5162 FLORENCE AVE-MMHP	3,184.72
1925	07/03/12	120731	GOLDEN STATE WATER COMPANY WATER BILLING-4/23-5/21/12 4874 GAGE AVE-BMHP	5,316.96
1926	07/13/12	120722	VOID VOID-TEST PRINT	0.00
1927	07/13/12	120722	VOID VOID-TEST PRINT	0.00
1928	07/13/12	120722	VOID VOID-SYSTEM/CHECK ERROR	0.00
1929	07/13/12	120722	GOLDEN STATE WATER COMPANY WATER BILLING-5/21-6/21/12 6624 FLORA AVE-BCHA WATER BILLING-5/23-6/25/12 6419 PROSPECT AVE-BCHA WATER BILLING-5/24-6/26/12 6327 PINE AVE-BCHA WATER BILLING-5/21-6/21/12 4207 BELL AVE-BCHA	1,077.35

75

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-5/21-6/21/12 6633 PINE AVE-BCHA/LAUNDRY WATER BILLING-5/21-6/21/12 6712-1B OTIS AVE-BCHA WATER BILLING-5/21-6/21/12 4416 GAGE AVE-BCHA	
1930	07/13/12	120722	MAYWOOD MUTUAL WATER CO WATER BILLING-4/19-6/18/12 6304 KING AVE-BCHA WATER BILLING-4/19-6/20/12 6304 KING AVE-BCHA	230.78
1931	07/13/12	120722	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/25-6/13 6419 PROSPECT AVE-BCHA ELECTRICAL BILLING-5/14-6/6 6624 FLORA AVE APT I-BCHA ELECTRICAL BILLING-5/18-6/19 6304 KING AVE-BCHA	31.88
1932	07/13/12	120722	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/14-6/13 6633 PINE AVE-BCHA	48.62
1933	07/13/12	120732	AT&T TELEPHONE BILLING-5/4-6/3/12 FVMHP TELEPHONE BILLING-5/4-6/3/12 BMHP	288.76
1934	07/13/12	120732	CONSOLIDATED DISPOSAL SRV#902 WASTE/RECYCLING SVCS-JUN'12 4874 GAGE AVE-BMHP	2,786.66
1935	07/13/12	120732	THE GAS COMPANY GAS BILLING-5/10-6/11/12 4874 GAGE AVE-BMHP GAS BILLING-5/11-6/12/12 6503 WILCOX AVE-BMHP GAS BILLING-5/14-6/14/12 5162 FLORENCE AVE-FVMP GAS BILLING-5/14-6/14/12 5246 FLORENCE AVE-FVMHP	1,678.32
1936	07/13/12	120732	GOLDEN STATE WATER COMPANY WATER BILLING-5/21-6/21/12 4874 GAGE AVE-BMHP WATER BILLING-5/21-6/21/12 4874 GAGE AVE-BMHP	6,766.48
1937	07/13/12	120732	LOS ANGELES SHERIFF'S DEPT WRIT OF POSSESSION-FVMHP #9	125.00
1938	07/13/12	120732	SOUTHERN CALIFORNIA EDISON	3,937.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			ELECTRICAL BILLING-5/30-6/27 5162 FLORENCE AVE/FVMHP ELECTRICAL BILLING-6/1-7/2/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-6/1-7/2/12 4874 GAGE AVE-BMHP	
1939	07/13/12	120723	MEDINA CONSTRUCTION MAINT SVCS-6624 FLORA AVE #A BCHA/KITCHEN CEILING MAINT SVCS-6317 PINE AVE BCHA/SINK DRAIN MAINT SVCS-5107 FILMORE STREET BCHA/KITCHEN WATER FAUCET/ SHUT-OFF VALVE MAINT SVCS-6624 FLORA AVE #A BCHA/BATH TUB DRAIN MAINT SVCS-6624 FLORA AVE #D BCHA/DRAIN MAINT SVCS-6624 FLORA AVE #D BCHA/BATH TUB DRAIN MAINT SVCS-6624 FLORA AVE # BCHA/BATH TUB DRAIN MAINT SVCS-6624 FLORA AVE BCHA/BATHROOM DRAIN SINK& TRAP MAINT SVCS-6624 FLORA AVE BCHA/BATHROOM SINK MAINT SVCS-6624 FLORA AVE BCHA/WASHER DRAIN/KITCHEN WATER FAUCET & SINK MAINT SVCS-6317 PINE AVE BCHA/REPLACE WATER HEATER THERMO CABLE	1,192.72
1940	07/13/12	120723	MEDINA CONSTRUCTION MAINT SVCS-6716 OTIS AVE BCHA/WATER HEATER/FRON DOOR KNOB MAINT SVCS-6714 OTIS AVE BCHA/CLOSET DOOR MAINT SVCS-6419 PROSPECT #E BCHA/LIGHT SWITCH/2-LIGHT OUTLETS/2-ALARMS/SILICON SEAL/ 3-SCREENS/KITCHEN DRAIN PIPES MAINT SVCS-6419 PROSPECT #E BCHA/GARAGE WALLS MAINT SVCS-6304 KING AVE #D BCHA/KITCHEN TILES/BATHROOM WALL/TUB SILICON/BATHROOM SWITCH/TUB FAUCET MAINT SVCS-6403 KING AVE BCHA/CHECK ELECT PROBLEM/ADD 3-WAY SWITCH	3,079.60
1941	07/13/12	120723	HECTOR TORRES	1,495.00

74

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			VARIOUS REPAIRS-6331 FINE AVE BCHA/SHOWER TILE/FAUCETS/ WINDOW	
1942	07/13/12	120733	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-BMHP	305.59
1943	07/13/12	120733	MARTHA FONSECA MANAGEMENT SVCS-6/1-31/12 EVENINGS/WEEKENDS-FVMHP	585.00
1944	07/13/12	120733	FRAZEE PAINT TRAFFIC/CURB PAINT 4874 GAGE AVE-BMHP	320.81
1945	07/13/12	120733	G. T. CONSTRUCTION & LANDSCAPING GARDENING SVCS-JUN'12 BMHP GARDENING SVCS-JUN'12 FVMHP	3,380.00
1946	07/13/12	120733	MEDINA CONSTRUCTION MAINT SVCS-4874 GAGE AVE/BMHP SEWER VENT #73 MAINT SVCS-5162 FLORENCE/FVMHP INSTALL LAMP POST #174/SEWER #167 MAINT SVCS-5162 FLORENCE/FVMHP INSTALL LAMP POST #12/DUG TRENCH/PLACED A TUBE WITH WIRING INSIDE MAINT SVCS-5162 FLORENCE/FVMHP SEWER #71 MAINT SVCS-5162 FLORENCE/FVMHP REPAIR LIGHTS-BATHROOM & LAUNDRY ROOM/LIGHT POST #M10/ LIGHT POST SENSOR #A MAINT SVCS-5162 FLORENCE/FVMHP SEWER #M31 MAINT SVCS-5162 FLORENCE/FVMHP REPLACE LIGHT POST #163A MAINT SVCS-5162 FLORENCE/FVMHP SEWER #154 MAINT SVCS-5162 FLORENCE/FVMHP USED CAMERA & CLEANED SEWER #154	2,968.94
1947	07/13/12	120733	MEDINA CONSTRUCTION MAINT SVCS-4874 GAGE AVE/BMHP COVER WINDOWS W/PLYWOOD #184/ LOCKED MENS BATHROOM/CLOSED OFF WATER PIPE #184 MAINT SVCS-4874 GAGE AVE/BMHP UNSTOP SEWER #8 MAINT SVCS-5162 FLORENCE/FVMHP BATH TUB DRAIN/SEWER #66/LAMP POST #121	1,993.51

7V

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MAINT SVCS-5162 FLORENCE/FVMHP CHECK SEWER W/CAMERA #130 & #124/PLACE DOUBLE CLEAN-OUT #126	
			MAINT SVCS-5162 FLORENCE/FVMHP SEWER #39 & #167	
			MAINT SVCS-5162 FLORENCE/FVMHP SEWER #14	
			MAINT SVCS-5162 FLORENCE/FVMHP SEWER #81	
			MAINT SVCS-5162 FLORENCE/FVMHP SEWER #71/REPLACE CLEAN-OUT	
			MAINT SVCS-5162 FLORENCE/FVMHP SEWER #130/CHECK ELECTRICITY BOX #71	
			MAINT SVCS-5162 FLORENCE/FVMHP SEWER #121	
1948	07/13/12	120733	MEDINA CONSTRUCTION MAINT SVCS-4874 GAGE AVE/BMHP CLOSED BATHROOM DOORS/REPLACED MEN'S SHOWER DOOR HANDLES/DOOR WOMEN'S BATHROOM/WATER SPINKLE MAINT SVCS-4874 GAGE AVE/BMHP DOOR KNOB MEN'S BATHROOM MAINT SVCS-4874 GAGE AVE/BMHP GAS LEAK/GAS METER #192 MAINT SVCS-5162 FLORENCE/FVMHP SEWER #121/LIGHT POST BULB #82	1,004.89
1949	07/13/12	120733	METERMAN SERVICES, INC METER READING-JUN'12 FVMHP METER READING-JUN'12 BMHP	856.75
1950	07/13/12	120733	TENANT SCREENING CENTER TENANT SCREENING-FVMHP N. VILLAR, N. MORA, I. RAMIREZ, D. LEWELLEN, L. PEREZ, J. GARCIA, M. CORONADO, N. SAAB TENANT SCREENING-FVMHP A. DURAN/J. CARUTHERS	330.00
1951	07/13/12	120733	HECTOR TORRES VARIOUS REPAIRS-6718 OTIS AVE VINYL/WALLBASE /QUATERROUND/ FLOOR PREP/CARPET	1,529.10
1952	07/13/12	120733	WELLS LOCK & KEY 2 KEYS-FVMHP	3.00
1953	07/13/12	120722	THE GAS COMPANY GAS BILLING-5/11-6/12/12 4209 BELL AVE GAS BILLING-5/11-6/12/12 6633 PINE AVE/LAUNDRY-BCHA	27.41

7W

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL		36 CHECKS		50,140.92

7x

City of Bell Agenda Report

DATE: July 18, 2012

TO: Mayor and Members of the City Council

FROM: Doug Willmore, City Manager 

SUBJECT: Adopt Resolution No. 2012-51, A Resolution of the City Council of the City of Bell Appointing New Members to the Administrative Committee of the Supplemental Retirement Plan and Trust

RECOMMENDATION:

That the City Council consider and adopt Resolution No. 2012-51, appointing Doug Willmore, Pamela Easter and Hector Vasquez as the Administrative Committee of the Supplemental Retirement Plan.

BACKGROUND:

Effective July 1, 2003, the City created a Supplemental Retirement Plan for non-safety employees. The Supplemental Retirement Plan was closed to new entrants effective July 1, 2005. The City Council has directed staff and legal counsel to take steps to dismantle the Supplemental Retirement Plan.

Pursuant to the terms of the Supplemental Retirement Plan and an agreement with Wells Fargo Bank, the plan trustee and investment manager, an Administrative Committee comprised of Robert A. Rizzo, Pier' Angela Spaccia and Lourdes P. Garcia, was appointed by the City Council. The membership of the Administrative Committee has never been changed. The Bank will communicate only with members of the Administrative Committee. Because none of the persons on the Administrative Committee is currently employed by the City, communications with Wells Fargo have not been possible.

Accordingly, even though the objective is to dismantle the Supplemental Retirement Plan, a new Administrative Committee needs to be appointed to facilitate communications with Wells Fargo Bank. The recommendation is to appoint Doug Willmore, Pamela Easter and Hector Vasquez to the Administrative Committee. The attached resolution reflects the fact the City is appointing a new Administrative Committee solely to facilitate communications with Wells Fargo Bank and documents the City Council's concerns regarding the inadvisability of the Supplemental Retirement Plan and the deficiencies in the manner of its creation.

ATTACHMENT

Resolution No. 2012-51, A Resolution of the City Council of the City of Bell Appointing New Members to the Administrative Committee of the Supplemental Retirement Plan and Trust

RESOLUTION NO. 2012-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL
APPOINTING NEW MEMBERS TO THE ADMINISTRATIVE COMMITTEE OF
THE SUPPLEMENTAL RETIREMENT PLAN AND TRUST**

WHEREAS, on June 30, 2003, by minute action, the then City Council of the City purported to establish the City of Bell Supplemental Retirement Plan for non-safety miscellaneous unrepresented employees ("SRP"); and

WHEREAS, the then City Council of the City purported to amend and take other actions with respect to the SRP by the purported adoption of Resolution No. 2003-55 (November 3, 2003), Resolution No. 2004-48 (December 20, 2004), Resolution No. 2006-01 (January 3, 2006), Resolution No. 2007-63 (December 3, 2007) and Resolution No. 2009-12 (March 23, 2009); and

WHEREAS, by the adoption of Resolution No. 2003-55 (November 3, 2003), the then City Council appointed Wells Fargo Bank as the trustee and investment manager for the SRP and appointed an administrative committee for the SRP comprised of Robert A. Rizzo, Pier' Angela Spaccia and Lourdes P. Garcia, none of whom are now employed by the City; and

WHEREAS, on December 20, 2004, the then City Council adopted Resolution No. 2004-48, providing employees who commenced employment with the City after June 30, 2005 are not eligible for benefits pursuant to the SRP; and

WHEREAS, the City Council believes the approval of the SRP, which is funded entirely by the City, was ill-advised and beyond the City's financial capacity and was not created by the then City Council in 2003 in the manner required by law and is therefore invalid; and

WHEREAS, on April 20, 2011, the City Council adopted Resolution No. 2011-11, stating, to the fullest extent permissible by law, all post-employment benefit plans funded by the City shall be terminated effective as of August 1, 2010, except for the City's basic contract for retirement benefits with CalPERS and post-employment benefits that are contained in a memorandum of understanding and subject to negotiation pursuant to the Meyers-Millias-Brown Act; and

WHEREAS, the SRP was one of the post-employment benefits to be terminated pursuant to Resolution No. 2011-11 and the City is engaged in litigation related to the City's determination to terminate the SRP; and

WHEREAS, notwithstanding all of the foregoing, the City needs to be able to communicate with and give direction to Wells Fargo Bank as trustee and investment manager of the SRP and obtain information regarding the SRP from Wells Fargo Bank, but Wells Fargo Bank will not communicate regarding the SRP with persons who are not members of the Administrative Committee of the SRP; and

WHEREAS, notwithstanding the City Council's belief the SRP was ill-advised, beyond the City's financial capacity and not created in the manner required by law, it is necessary for the City Council to appoint new members to the Administrative Committee in order to be able to communicate with and obtain information from Wells Fargo Bank regarding the SRP;

NOW THEREFORE, the City Council of the City of Bell, California, does hereby resolve that Robert A. Rizzo, Pier' Angela Spaccia and Lourdes P. Garcia are hereby removed as the members of the Administrative Committee and, without intending to undermine or call into question the City's position regarding the invalidity of the SRP or the City's desire to terminate the SRP, the following persons are hereby appointed as the members of the Administrative Committee of the SRP and the related trust.

<u>NAME</u>	<u>SIGNATURE</u>
Doug Willmore	_____
Pamela Easter	_____
Hector Vasquez	_____

Furthermore, the Committee, in accordance with the provisions of the SRP and trust, hereby authorize Wells Fargo Bank as the Trustee to act on any directive signed by any three (3) members of the Committee.

This Resolution shall take effect immediately from and after the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 18th day of July, 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David J. Aleshire, City Attorney

8C

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 18th day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC, City Clerk

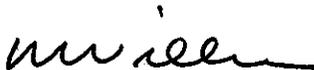
**City of Bell
Agenda Report**

DATE: July 18, 2012

TO: Mayor and Members of City Council

FROM: Doug Willmore, City Manager

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Consideration of City Hall Holiday Schedule

RECOMMENDATION:

It is recommended that the City Council authorize and approve the Holiday Closure Schedule for 2012.

BACKGROUND:

In order to reduce expenses, the City of Bell proposes to close City Hall beginning Monday, December 24, 2012, through Tuesday, January 1, 2013 (5 working business days). City Hall would resume normal hours and reopen Wednesday, January 2, 2013. Employees taking this time off will be required to use vacation and /or floating holiday time for those 5 days.

During this time, Police Services, Parks, and limited Recreation Programs will be provided to THE community. Operations such as street sweeping, graffiti removal, refuse collection, parking enforcement, and code enforcement will not be interrupted. In addition, parking citation telephone payments and the sale of bus passes will be available.

FISCAL IMPACT:

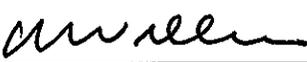
The adoption of the City Hall Holiday Closure for 2012 is a cost-saving measure that will help to reduce the City's liability of employee leave time as well as utility, maintenance, and overhead costs.

**City of Bell
Agenda Report**

DATE: July 18, 2012

TO: Mayor and Members of the City Council

FROM: Doug Willmore, City Manager

APPROVED
BY: 
Doug Willmore, City Manager

SUBJECT: Consideration of Approval of FY 2012-2013 Holiday Schedule

RECOMMENDATION:

It is recommended that City Council approve the Holiday Schedule for FY 2012-2013.

DISCUSSION OR BACKGROUND:

The City Personnel Rules and Regulations establish a total of thirteen (13) holidays each year, including one (1) discretionary holiday. In order to maximize the hours of service to the community and allow a total of thirteen holidays, we have prepared the proposed FY 2012-2013 Holiday schedule, as follows:

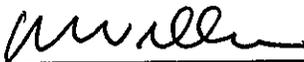
FY 2012-2013	
Independence Day	Wednesday, July 4, 2012
Labor Day	Monday, September 3, 2012
Veterans Day	Monday, February 21, 2011
Thanksgiving Day	Thursday, November 22, 2012
Day after Thanksgiving	Friday, November 23, 2012
Christmas Day	Tuesday, December 25, 2012
New Years Day	Tuesday, January 1, 2013
Martin Luther King Jr. Day	Monday, January 21, 2013
Washington's Birthday	Monday, February 18, 2013
Memorial Day	Monday, May 27, 2013

- * In addition, 30 Discretionary Holiday Hours for Non-Police Dispatch Personnel
- * In addition, 15 Discretionary Holiday Hours for Police Personnel
- * In addition, 10 Discretionary Holiday Hours for Police Dispatch Personnel

City of Bell Agenda Report

DATE: July 18, 2012
TO: Mayor and Members of the City Council
FROM: Terry Rodrigue PE, City Engineer

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Conduct the Public Hearing for the Purpose of Hearing Protest or Objections and Consideration of Adopting Resolutions Confirming the Assessments and Ordering the Levying of Assessments for the Landscape and Lighting District and Sewer Maintenance Districts for Fiscal Year 2012/2013.

RECOMMENDATION:

Conduct the Public Hearing and Adopt Resolutions numbers 2012-49 and 2012-50 confirming the diagrams and assessments and ordering the levy of assessments for the Landscape and Lighting District and Sewer Maintenance District for fiscal year 2012/2013.

BACKGROUND:

This is the final step in the series of City Council actions required to annually place a levy on property taxes within the City for Assessment Districts. Two previous actions were approved at the May 16th, 2012 City Council Meeting. During that meeting the engineer's reports were approved which would reduce the assessment for the Landscape and Lighting District by 12.7% and leave the assessment for the Sewer Maintenance District at the same level as fiscal year 2011/2012. This reduction in the Landscape and Lighting District was possible in large part by changing the tree trimming schedule from yearly to once every three years, more in line with standard practices in other cities. The following outlines the uses of funds in each of these districts;

1. LANDSCAPE AND LIGHTING

- a. Pay for energy costs for all City streets lights (approximately 2,000) to the Edison Co. including City owned lights and Edison owned.
- b. Pay for energy costs for approximately thirty six (36) traffic signal lights. This includes the maintenance of poles, lamps, and other miscellaneous items.
- c. Maintenance of landscaping and irrigation systems at Veterans' Park, Bianchini Park, Treder Park, Debs Park, Little Bear Camp; medians on: Atlantic Avenue, Florence Avenue, Eastern Avenue and Bandini Avenue; slope maintenance on Randolph Street, Florence Avenue and the Los Angeles River; and Tree Trimming of approximately 2,341 City Trees.

AGENDA NO.

2. SEWER MAINTENANCE DISTRICT

- a. Clean approximately 45 miles of sewer lines every two (2) years. Also inspect and record with video the conditions of sewers to assess needed improvements, which consist of lining or replacing damaged sections of clay pipe.
- b. Make repairs as needed to City sewer lines, conform to regulatory requirements and prepare and implement capital improvements as necessary.

FISCAL IMPACT

The levying of these assessments allows the City to continue to collect funds for the maintenance and upkeep of allowable facilities related to the Landscape and Lighting District and Sewer Maintenance District. Failure to levy these assessments would result in a funding gap of \$822,693 for Fiscal Year 2012/2013 that would need to be filled by the City's General Fund as there are no other funding sources available to maintain this infrastructure.

ATTACHMENTS

Resolution Nos. 2012-49 and 2012-50 Confirming Assessments and Ordering the Levying of Assessments

RESOLUTION NO. 2012 - 49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVYING OF ASSESSMENTS WITHIN THE CITY OF BELL LANDSCAPING AND LIGHTING DISTRICT FOR THE FISCAL YEAR 2012-2013

WHEREAS, the City Council of the City of Bell, California, pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, has initiated the proceedings for the annual levy of assessments for a landscape and lighting assessment district; and

WHEREAS, an Engineers Report has been prepared and filed with the City Council; and

WHEREAS, the City Council, at its May 16, 2012 meeting, did approve said Report and did adopt a Resolution of Intention to levy and collect assessments for the 2012-2013 fiscal year relating to the above referenced District and gave Notice of the date and time of July 18th, 2012 at 7:00 PM for the Hearing of protests as to the question of levying and collecting assessments; and

WHEREAS, the City Clerk did give Notice of the date and time of said Hearing according to statute; and

WHEREAS, at this time the City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, RESOLVE AND ORDER:

Section 1. That the foregoing Recitals are true and correct and are incorporated herein.

Section 2. That no majority protest exists and all protests were overruled and denied.

Section 3. That the City Council hereby confirms, approves, and adopts the description of property subject to levy, estimate of costs and assessments as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment.

Section 4. That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year to cover the costs of administration and servicing of properties within the District.

Section 5. That the maintenance work and improvements contemplated by the Resolution of Intention shall be performed pursuant to law during the fiscal year in accordance with the plans and specifications of the Report.

Section 6. The Los Angeles County Tax Assessor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessment shall be paid to the City Treasurer of the City. The City Treasurer shall deposit all proceeds of such assessments into a Special Fund; and all payments made from such funds shall be for the purpose as set out in the Report.

Section 7. That the City Clerk shall transmit or cause to be transmitted to the County of Los Angeles, before August 9, 2012, a certified copy of the assessment roll, together with a certified copy of this Resolution.

Section 8. That the City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED and ADOPTED this 18th day of July, 2012.

By: _____
Ali Saleh, Mayor

APPROVED AS TO FORM

By: _____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 18th day of July, 2012, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rebecca Valdez, CMC, City Clerk

RESOLUTION NO. 2012 - 50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL CONFIRMING THE DIAGRAM AND ASSESSMENT AND ORDERING THE LEVYING OF ASSESSMENTS WITHIN THE CITY OF BELL SEWER MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2012-2013

WHEREAS, the City Council of the City of Bell, California, pursuant to the provisions of Section 5470, et seq. and Section 6520.5 et seq. of the State of California Health and Safety Code and other applicable laws, has initiated the proceedings for the annual levy of assessments for a sewer maintenance district; and

WHEREAS, an Engineers Report has been prepared and filed with the City Council; and

WHEREAS, the City Council, at its May 16th, 2012 meeting, did approve said Report and did adopt a Resolution of Intention to levy and collect assessments for the 2012-2013 fiscal year relating to the above referenced District and gave Notice of the date and time of July 18th, 2012 at 7:00 PM for the Hearing of protests as to the question of levying and collecting assessments; and

WHEREAS, the City Clerk did give Notice of the date and time of said Hearing according to statute; and

WHEREAS, at this time the City Council has heard all testimony and evidence and is desirous of proceeding with said annual levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, RESOLVE AND ORDER:

Section 1. That the foregoing Recitals are true and correct and are incorporated herein.

Section 2. That no majority protest exists and all protests were overruled and denied.

Section 3. That the City Council hereby confirms, approves, and adopts the description of property subject to levy, estimate of costs and assessments as submitted and orders the annual levy of the assessment for the fiscal year and in the amounts set forth in the Engineer's Report and as referred to in the Resolution of Intention as previously adopted relating to said annual assessment.

Section 4. That the adoption of this Resolution constitutes the levy of the assessment for the fiscal year to cover the costs of administration and servicing of properties within the District.

Section 5. That the maintenance work and improvements contemplated by the Resolution of Intention shall be performed pursuant to law during the fiscal year in accordance with the plans and specifications of the Report.

Section 6. The Los Angeles County Tax Assessor shall enter on the County Assessment Roll the amount of the Assessment and said Assessment shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessment shall be paid to the City Treasurer of the City. The City Treasurer shall deposit all proceeds of such assessments into a Special Fund; and all payments made from such funds shall be for the purpose as set out in the Report.

Section 7. That the City Clerk shall transmit or cause to be transmitted to the County of Los Angeles, before August 9, 2012, a certified copy of the assessment roll, together with a certified copy of this Resolution.

Section 8. That the City Clerk shall certify to the passage and adoption of this Resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED and ADOPTED this 18th day of July, 2012.

By: _____
Ali Saleh, Mayor

APPROVED AS TO FORM

By: _____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 18th day of July, 2012, by the following vote:

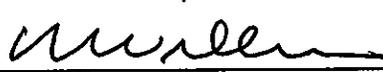
AYES:
NOES:
ABSENT:
ABSTAIN:

Rebecca Valdez, CMC, City Clerk

City of Bell Agenda Report

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: 
Doug Willmore, City Manager

SUBJECT: Skate Park Budget Allocation Changes

RECOMMENDATION:

1. Authorize the Community Services Director to Post Permanent Signs at the Skate Park Informing the Public of the Rules and Regulations of the Facility, in accordance with State Law.
2. Approve an Appropriations Adjustment Reducing the Skate Park Budget Allocation for Personnel by \$15,000 and Allocating that amount to the Youth Sports Activities Account for Other Events and Programs.

BACKGROUND AND DISCUSSION

In January, 2012, the Mayor and City Council outlined a number of City-wide goals including one to, "Continue and enhance a balanced variety of high quality recreation and related programs for the community, with an emphasis on youth and seniors." To that end, the City of Bell provides park facilities to its population of over 35,000 residents, a third of which are under 18 year of age, within a 2.5 square mile area. Each facility offers distinct amenities for either recreational or passive use including an above-ground Skate Park located at the north east corner of Gage and Pine Avenues. The current hours of the Skate Park are 3:00 to 7:00 on weekdays and noon to 4:00 on weekends. The provisions of Chapter 12.38 of the Bell Municipal Code (BMC) detail a comprehensive set of rules and regulations for the use of public skate park facilities in the City.

During the discussion of the City's FY 2012-13 budget, the Mayor and Council requested that the Community Services Director review and report on options related to the allocation of resources for the Skate Park. As was reported at that meeting, in accordance with State laws, all cities require the individuals using skate park facilities to wear protective gear, including helmets, elbow pads and knee pads; however, not all of the cities assign staff to monitor and enforce these regulations. Instead, many cities post permanent signs informing the public that individuals who use the facility are doing so at their own risk and providing a list of the rules and regulations. The signs further inform the public that violators of the rules are subject to citation or removal from the facility by City personnel.

The budget allocation for the Skate Park for FY 2012-13 totals \$23,829 of which \$16,169 is appropriated for personnel costs associated with staffing the park with the balance dedicated to the payment for utilities and other operational costs. Staff has identified three options for the

allocation of these resources: maintaining the status quo, closing the facility, or operating the park without assigning staff to monitor its usage.

Under the first option, the \$23,829 in funding would remain and staff would be assigned to monitor and enforce the rules and regulations. Under the approach of closing the facility, the City would incur some costs associated with dismantling and removing the equipment and could reallocate the remaining funds to other programs. However, the youth of the community would not have an opportunity to participate in the activities associated with a Skate Park unless they traveled to facilities in other cities.

If the final option of operating the park without staff was implemented beginning August 1, there would be an estimated \$15,000 in savings that could be reappropriated for other recreational programs. Under this alternative, the City could also extend the hours that the park is open during the day without incurring additional utilities costs. If this option is approved, the park hours would be changed to Noon to 7:00 on weekdays and 10:00 to 7:00 on weekends. To implement this option, the City would post permanent signage delineating the rules and regulations and specifically stating that the park patrons are using the facility at their own risk. The Community Services Director has consulted with the City Attorney's Office to determine the language for the signs that will both conform with State law and limit the City's liability.

Given these circumstances, it is recommended that the option of operating the park without staff be implemented effective August 1, 2012. To that end, staff recommends that the Mayor and City Council authorize the posting of permanent signs and approve the proposed appropriation adjustment that will reallocate \$15,000 from the Skate Park budget and make it available for other recreational programs. Staff is in the process of developing the framework for new programs to which these funds may be applied; for example, a basketball program in cooperation with the City of Huntington Park. The implementation of the new programs will be presented to the Mayor and Council during a future Council meeting.

FINANCIAL IMPACT

The proposed appropriation adjustment will reallocate \$15,000 in staff costs from the Skate Park (account no. 01-521-5230-0120) to the Youth Sports Activities Account for Other Events and Programs (account no. 01-521-5200-0326). Additionally, as there will be expanded usage with this approach, there may be a future financial impact related to the maintenance and, when necessary, replacement of the equipment. These costs will have to be estimated and included in future Capital Improvement Program planning efforts.

City of Bell Agenda Report

DATE: July 18, 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 to amend the contract agreement for City Engineer Services with Interwest Consulting Group.

RECOMMENDATION:

Approve the contract agreement amendment.

BACKGROUND:

Last December, after an open and competitive Request for Proposal (RFP) process, the City Council awarded the City Engineer contract services to Interwest Consulting Group (Interwest). The selection of Interwest was based on the screening of ten (10) firms by an Ad Hoc Committee followed by the interviewing of the six (6) qualified firms by the City Council. The approved contract service agreement with Interwest was for three and half years with an option to extend for another two years.

At the time of executing the contract agreement, a term of the agreement from the City Attorney's office was to require the maximum fee amount to be inserted into the contract. The new Interim Community Development Director placed a maximum fee of \$45,600 for general fund services and \$135,000 on restricted fund services (funds that can only be used for a specific purpose such as capital and street improvements) for a total sum of \$180,600 per fiscal year for the next three fiscal years. For the remainder half of Fiscal Year 2011-12, a maximum fee amount of \$90,300 (half of \$180,600) was inserted to cover the costs from December 2011 to June 2012. The maximum fee amounts in the contract agreement were done without the benefit of knowing the history of the City's Capital Improvement Programs, the evaluation of the needs of the City and the determination of the actual demand for services.

With the City Engineer on board since December 2011, he has had an opportunity to analyze the City's budgeted Capital Improvement Program/Projects (CIP) for Fiscal Years 2009-10, 2010-11 and 2011-12. He has found that the City has not been keeping up with the lists of budgeted CIP projects and that very few projects were undertaken and completed. He found that there could be approximately over \$9.3 million in the Fund Balance from a combination of Gas Tax, Measure R, Proposition C and Proposition 1B funds for the next three years. Typically these grant funds have a time requirement, which is three years from allocation to be expended or the grant funds have to be refunded back to the Metropolitan Transportation Authority (MTA) or the State. In order to keep the grant funds in the City and benefit our residents, there is a need to accelerate the construction and completion of the list of budgeted Capital Improvement Projects (CIP). To accommodate the increase in number of CIP projects for the City Engineer to handle, the contract amount will have to be increased. The next section of the report will

focus on the various services provided by the City Engineer and how staff has arrived at the estimated contract fee amount in order to achieve the accelerated CIP projects and keep our grant funds in the City.

DISCUSSION:

A. Engineering Services. The Engineering Division provides a wide variety of services and can be generally categorized as follows:

1. **General Administrative Services.** These are items such as budget preparation, attendance to various meetings, general consulting services and other required administrative functions that cannot otherwise be charged to a restricted fund. These items are general fund supported and are a small portion of the work completed by the City Engineer. The City Engineer has been very pro-active in minimizing the charges to the general fund for these services where the average invoice cost of the general administration services for last six months was \$2,279. Additionally, the City Engineer has donated general administration services to the equivalent of \$35,000 in services for the last six months.
2. **General Professional Engineering Services.** This service is primarily non project specific advice on a wide variety of issues. These can include streets, traffic signals, traffic engineering, drainage, water quality, sewer, grant application, parks, facilities, and just about any type of infrastructure that the City owns. This general consulting is typically supported by whatever restricted funds are used to maintain the particular infrastructure.
3. **Capital Improvement Projects.** This service is the largest portion of the Engineering Division's services and efforts and it includes the following types of projects:
 - City's capital projects on public facilities such as Lighting and Landscaping, Sewer, Sanitation, City Owned Buildings, CDBG, Successor Agency Issues, and Mobile Home Parks. The services to these types of capital projects are supported by the respective restricted funds.
 - Capital projects for street improvements and projects that provide trips reductions, safety improvements, and air quality reductions. These capital improvement projects are funded out of a number of restricted funds such as Gas tax, Measure R, Propositions C and 1B. All these restricted grant funds together comprise the largest single type of yearly capital improvement projects.
 - Engineering, design, administration and construction management of the City's capital improvement projects. This is a significant expenditure since the cost of these tasks are typically 15-25% of any capital improvement project. These services are funded out of the project budget, which is typically funded from the restricted funds.
4. **Special Studies.** Each year a number of special studies are either required as part of the ongoing operation and maintenance of the City's infrastructure or are requested by the City to evaluate and develop solutions for particular problems. Each of these

studies is funded through their respective restricted funds. Examples of these special studies are:

- The City's American with Disability Act (ADA) improvement project
- Various traffic studies to comply with funding requirements
- Yearly water quality reporting requirements (NPDES)
- Sanitary sewer overflow management plan
- Pavement Management Plan (PMP)

5. **Regional Participation.** A number of regional bodies require or request the participation of City staff. These regional bodies provide a vehicle for the City to advance its agenda regarding regulations or promote improvements and help the City to secure funding for its priorities. City Engineer participates in the following regional bodies and typically the services are funded by Gas Tax or Proposition C monies.

- I-710 Corridor Project Technical Advisory Committee (TAC)
- Gateway Cities Public Works Director meetings.
- Gateway Water Management Authority
- Orangeline Development Authority

6. **Development Support.** These services include project review, tentative parcel map , plan checking, field inspection, and other services typical of engineering support of new development. These projects are demand based, which means that no services are necessary unless an application is submitted. The services are paid for through the application fees paid to the City however these fees may not be adequate to cover staff review time.

B. **City's Various Transportation Grant Funds.** Each Fiscal Year, the City receives a total of approximately \$1.5 million from various transportation grant funds such as Measure R, Propositions C and 1B and Gas Tax. These funds cannot be used for anything other than transportation improvements and the funds are required to be expended within three years of allocation. However the last three years, very few capital improvement projects were undertaken and the transportation grant funds have not been expended accordingly, which resulted in these funds being built up in the Fund Balance. In addition to the \$1.5 million funds the City receives each year over the next three years, the City has a Fund Balance for capital improvement projects of approximately \$4.0 million. Furthermore, the City has a \$427,000 grant, and the final installment of Prop 1B funds in the amount of \$579,000. Staff estimated that all together the City will have approximately \$9.3 million in transportation funds over the next three years.

C. **Current Budgeted Capital Improvement Projects.** The Table below summarizes the list and cost of Capital Improvement Projects from the adopted 2012/13 Budget.

Approved Capital Improvement Projects	Budgeted Amount
Gage/Walker intersection improvement	\$ 550,000
Brompton Ave overlay	\$ 185,000
Vinevale Ave overlay	\$ 255,000
Weik Ave overlay	\$ 108,000
Stripping on Gage, Atlantic and Florence	\$ 200,000

Agenda Item No.

Traffic video Detection at various locations	\$ 120,000
Bridge repairs	\$ 150,000
Sewer flushing	\$ 310,700
Sewer Construction	\$ 423,000
Total	\$2,301,000

The above list only represents Fiscal Year 2012/13 Capital Improvement Projects and does not include a list of future capital improvement projects for the next two fiscal years. Recently, the City has issued a Task Order to the City Engineer to prepare a 5-year Pavement Management Plan. The City Engineer will study and evaluate the conditions of the streets in the City; make a list of segments of streets that need maintenance such as street repair, rehabilitation or overlays and repair of sidewalks and other streets maintenances. The City Council will have an opportunity to review this 5-year Pavement Management Plan; and, provide directions to prioritize and program the street improvements according to the severity of the conditions of the streets, the availability of funds for the improvements and the scheduling of the future capital improvement projects. City Engineer anticipates to complete the Pavement Management Plan in September 2012. With the Council approval of a 5-year Pavement Management Plan, then the City can pick up the speed in programming the capital improvement projects and expend the Fund Balance for transportation projects.

- D. Proposed Accelerated Capital Improvement Projects. The opportunity exists for the City to undertake a very aggressive set of transportation improvements over the next three years, catch up on completion of the projects and expend the grant funds. Below is a summary of the assigned Task Orders for second half of Fiscal Year 2011-12 and the anticipated assigned Task Orders for next three Fiscal Years by fund category:

	Approved Task Orders Dec. 2011 – Jun. 2012	Anticipated Assigned Task Orders for each of next 3 FY
General Fund	\$ 20,000	\$ 40,000
Sanitation (NPDES)	\$ 15,000	\$ 50,000
Sewer	\$ 12,000	\$140,000
CRA (Successor Agency)	\$ 17,900	\$0
CDBG	\$0	\$ 30,000
Grant Projects	\$ 13,000	\$ 65,000
Lighting and Landscape	\$ 10,000	\$ 24,000
Measure R	\$0	\$ 95,000
Gas Tax (Including Prop 1B)	\$120,000	\$363,000
Proposition C	\$0	\$183,000
I-710 Corridor Project Review (one time)	\$0	\$ 75,000 (2012 only)
Staff Augmentation (Contract Manager)	\$ 34,000	\$ 37,000
Staff Augmentation (Building Inspector)	\$ 6,750 (May & June 2012)	\$ 8,000 (July & August 2012)
Development (On Demand-Developer's deposits)	\$ 25,000	\$ 30,000

Total Required	\$401,650	\$1,000,000
Total Current Contract	\$ 90,300	\$ 180,600
Total Contract Amendment Requested	\$401,650	\$1,000,000

CONCLUSION:

Due to the fact that the contract amount in the initial contract was extremely low, there is a need to amend the contract with Interwest Consulting Group and increase the maximum contract amount for the Task Orders to \$401,650 for the second half of fiscal year 2011/12 and increase about \$1 million per year for the next three fiscal years. The contract amount for general administration remains the same, \$22,800 for second half of fiscal year 2011/12 and \$45,600 for the next three fiscal years.

	Current contract amount	Proposed amendment to contract amount
Second Half of FY 2011/12		
General Engineering Services	\$ 22,800	\$ 22,800
Task Orders	\$ 67,500	\$ 401,650
TOTAL	\$ 90,300	\$ 424,450
Next 3 FY		
General Engineering Services	\$ 45,600	\$ 45,600
Task Orders	\$ 135,000	\$1,000,000
TOTAL	\$ 180,600	\$1,045,600

The proposed increase in contract amount for the Task Orders is 100% more than the initial contract amount. However as outlined in the discussion above, the City is in a catch-up mode for transportation improvement projects. Therefore, the increase in contract amount will allow the City to complete more capital improvement projects and expend the grant funds before they have to be refunded back to MTA or the State. The use of the grant funds for transportation improvements will benefit the residents and the community of Bell. As always, the City Council has the latitude of reviewing the contract agreement in the future for amendment as needed.

ATTACHMENTS:

Contract Agreement Amendment with Interwest

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment”) by and between the **CITY OF BELL** (“City”) and **INTERWEST CONSULTING GROUP**, a California corporation (“Contractor”) is effective as of the 18th day of July, 2012.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated December 13, 2011 (“Agreement”) whereby Contractor agreed to provide City Engineering Services as described in the Scope of Services (Exhibit A) attached herein.

B. The City has not kept up with the budgeted Capital Improvement Projects (“CIP”) for Fiscal years of 2009-2010, 2010-11 and the first half of Fiscal Year 2011-12 where very few CIP projects were untaken and completed. Beginning January 2012, the City assessed the lists of CIP projects and the infrastructure needs of the City and determined that the City needs to accelerate the construction of the CIP Projects in order to meet the timeline for the restricted transportation funding requirements. As a result, the City desires to increase the contract amount for the Contractor in order to allow Contractor to: 1) design and prepare detailed, construction plans and perform contract management of additional CIP projects; 2) prepare other needed special studies that develop solutions to comply with the American Disability Act (“ADA”) improvements studies; and 3) prepare various traffic studies to comply with funding requirements and annual reporting requirements for water quality and sanitary sewer overflow management plans.

C. City and Contractor now desire to amend the Agreement to include compensation for additional task orders in an amount not to exceed \$401,650 for second half of Fiscal Year 2011/12 and not to exceed \$1,000,000 each year for Fiscal Years 2012-13, 2013-14 and 2014-15 to the original Contract Amount. Section 2.6 on Compensation Task Order for City Engineer Services of the original Agreement is modified and revised as follows.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 2.1 of the Agreement is hereby amended as follows:

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, for General City Engineer Services shall not exceed \$22,800 between December 14, 2011 and June 30, 2012, and \$45,600 for each subsequent fiscal year, for a total of \$159,000 for the Contract Term established in Section 3.5 (the "Contract Sum"). The total compensation, including reimbursement for actual expenses, for Task Order City Engineer Services, as described in Exhibits "B" and "C", shall not exceed \$401,650 between 2011 and June 2012, and \$1,000,000 for each subsequent fiscal year, for a total of \$3,560,650 during the Contract Term for the three and half (3½) years to June 2015 ("Task Order Sum").

Section 2.6 of the Agreement is hereby amended as follows:

2.6 Compensation for Task Order City Engineer Services.

The City expects to assign Contractor to perform specialized City engineering services funded from accounts other than the General Fund, pursuant to separate written task orders issued by the City Manager or his designee ("Task Order City Engineer Services") prior to the commencement of the work specified in the task order. Task Order City Engineering Services must be from the following listed projects which shall be revised annually. The specific tasks will vary depending on the project. Contractor shall have no claim for compensation for any services or work which has not been authorized in writing by the City Manager or his Designee and is not a task within the below listed anticipated projects:

WE NEED TO INSERT A CHART WHICH SHOWS THE ANTICIPATED TASKS WHICH AMOUNT TO 1,000,000

Subject to section 2.6 of this Agreement, upon receipt of a Task Order City Engineer Services, Contractor shall establish a project budget for same indentifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at the completion date, then the phases of the performance and percentage of payment due shall also be shown in the project proposal. The Task Orders, project budget and schedules must be approved in writing by the City Manager.

The above amounts for each project are estimated amounts and the City Manager or his Designee have authority to allocate and switch funds from one project to another project, provided the total Task Order Sum does not exceed the maximum amount allowed under section 2.1 of this Amendment.

The following Exhibits are amended:

- (a) Compensation (Exhibit C)
- (b) Compensation – Fee Schedule (Exhibit C-1) - Expanded on the fee schedule for additional types of professions

These exhibits amend the existing exhibits pertain to the additional services performed hereunder.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Contractual Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

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

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

CITY:

CITY OF BELL

Doug Willmore, City Manager

ATTEST:

Rebecca Valdez, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

INTERWEST CONSULTING GROUP

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

By: _____
Name:
Title:
Address: 15061 Springdale St.
Suite 205
Huntington Beach, CA 92649

Two signatures are required if a corporation

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. General Administrative Functions:

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

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

B. Development Review Functions:

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

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

EXHIBIT "C"
COMPENSATION

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

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

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

- II. In addition to General City Engineer Services, the City Engineer shall perform Task Order City Engineer Services funded from accounts other than the General Fund. Such services may include, without limitation, the preparation of annual assessments for the City's assessment districts and the design and management of capital projects with specific project accounts and funding.
- III. The City will compensate Contractor for General City Engineer Services and Task Order City Engineer Services performed upon submission of a valid invoice. Each invoice is to include:
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
 - E. In addition, each Task Order City Engineer Service shall be memorialized by a separate invoice, to be submitted monthly, and including, in addition to the information in subparagraphs A. through D. above, an identification of the project which is the subject of the Task Order City Engineer Service and the project account number.

The total compensation, including reimbursement for actual expenses, for General City Engineer Services shall not exceed \$22,800 between December 14, 2011 and June 30, 2012, and \$45,600 for each subsequent fiscal year, for a total of \$159,000 for the Contract Term established in Section 3.5 (the "Contract Sum"). The total compensation, including reimbursement for actual expenses, for Task Order City Engineer Services, as described in Exhibits "B" and "C", shall not exceed \$401,650 between 2011 and June 2012, and \$1,000,000 for each subsequent fiscal year, for a total of \$3,560,650 during the Contract Term for the three and half (3½) years to June 2015.

EXHIBIT "C-1"
COMPENSATION

City of Bell
Fee Schedule

Classification	Hourly Billing Rate	
Public Works		
City Engineer (for first 10 hrs/wk)	\$	95.00
City Engineer (for each hr exceeding 10 hrs/wk)	\$	125.00
Traffic Engineer	\$	120.00
Assistant City Engineer	\$	120.00
Senior Engineer/Senior Project Manager	\$	120.00
Engineering Associate III/Project Manager	\$	110.00
Engineering Associate II/Project Engineer	\$	105.00
Engineering Associate I	\$	100.00
Engineering Technician III	\$	90.00
Engineering Technician II	\$	80.00
Engineering Technician I	\$	70.00
Storm Water Engineer	\$	110.00
Land Development Engineer	\$	110.00
Senior Transportation Planner	\$	115.00
Associate Transportation Planner III	\$	110.00
Associate Transportation Planner II	\$	105.00
Associate Transportation Planner I	\$	100.00
Senior Construction Manager	\$	105.00
Construction Manager III	\$	95.00
Construction Manager II	\$	85.00
Construction Manager I	\$	75.00
Public Works Observer III	\$	85.00
Public Works Observer II	\$	75.00
Public Works Observer I	\$	65.00
Real Estate		
Senior Real Property Agent	\$	120.00
Real Property Agent III	\$	110.00
Real Property Agent II	\$	100.00
Real Property Agent I	\$	90.00
Real Property Assistant	\$	80.00
GIS		
GIS Manager	\$	120.00
Senior GIS Analyst	\$	120.00
GIS Analyst III	\$	115.00
GIS Analyst II	\$	110.00
GIS Analyst I	\$	95.00
GIS Assistant	\$	85.00

EXHIBIT "C-1"
COMPENSATION
(Continued)

Architectural		
Senior Architect	\$	120.00
Architect	\$	115.00
Landscape Architect	\$	110.00
Associate Architect	\$	105.00
Architect Assistant	\$	100.00
Administrative		
Administrative II	\$	50.00
Administrative I	\$	45.00
Student Intern	\$	35.00

City of Bell Agenda Report

DATE: July 18, 2012

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director
Vernon Ficklin, Consultant

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Award of Contract for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning

RECOMMENDATION:

Approve an Agreement with Nationwide Environmental Services for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning in the amount of \$285,513.75

BACKGROUND AND DISCUSSION:

On May 16, 2012, the Mayor and Council approved the release of a Request for Proposals (RFP) to solicit responses from companies for street sweeping, bus shelter cleaning and sidewalk cleaning Services. These services were combined into one Request for Proposal because of the similarity of the of services and the fact that many firms providing street sweeping services also provide the other two services. This combination leads to administrative efficiencies in the procurement process for the City of Bell and makes for a more attractive package to potential bidders. A notice inviting proposals was mailed to six firms, posted on the official bulletin board and placed on the City's website. The RFP and its one addendum are available for review in the City Clerk's Office.

The City received responses from five firms. The submittals from the firms were reviewed and representatives from each firm were interviewed by a panel consisting of representatives from the Community Services Department, a member of the City Council, and a public works manager from the City of Bell Gardens. The panel rated the proposals on the factors of qualifications, staff and operations, methodology and practices and proposed costs. The following provides a matrix of the ratings as well as the estimated annual amount for the services. For comparison purposes, the current annual costs for the three services of Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning is \$315,456.

Firm	Street Sweeping	Bus Shelter Cleaning	Sidewalk Cleaning	Total Annual Cost	Rating
Nationwide Environmental Services	142,782.75	80,496.00	62,235.00	\$285,513.75	86
Clean Street	160,570.00	77,142.00	74,250.00	\$311,962.00	75
Athens Services	274,027.50	144,892.80	94,500.00	\$513,420.00	69
Woods Maintenance	148,744.05	68,019.12	103,504.50	\$320,267.67	58
Webco Sweeping	155,378.40	141,136.32	134,397.00	\$430,911.72	50

The highest rated firm, Nationwide Environmental Services, is currently under contract with the cities of Bell Gardens, Pico Rivera, Carson, Lynwood, Downey, Huntington Beach, Montebello, Norwalk, and City of Rancho Palos Verdes. When staff contacted the cities of Bell Gardens, Pico Rivera, Lynwood, Huntington Beach, and Norwalk, the representatives from those cities all stated that they were extremely pleased with the services of Nationwide Environmental Services and complimented the firm's responsiveness and good work.

As a result of this analysis, it is recommended that Nationwide Environmental Services be awarded a contract to provide Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning Services in an amount not to exceed \$285, 513.75 annually. The agreement will commence September 1, 2012.

FINANCIAL IMPACT

The cost of the services will be covered by the following funds:

- Street Sweeping: \$ 142,782.75 from the Sanitation Fund
(account no. 08-525-5018-0235)
- Bus Shelter Cleaning: \$ 80,496.00 from Proposition A Funds
(account no.70-521-0704-0235)
- Sidewalk Cleaning: \$ 62,235.00 from the Sanitation Fund
(account no. 08-525-5018-0235)

Attachment:

- 1) Agreement
- 2) Nationwide Environmental Services Response to City of Bell RFP

CITY OF BELL

**CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING, BUS SHELTER
CLEANING AND SIDEWALK CLEANING SERVICES**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___ day of _____, 20____ by and between the City of Bell, a municipal corporation ("City") and National Environmental Services ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.").

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work,

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

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

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed two hundred eighty five thousand five hundred thirteen dollars and seventy five cents (\$285,513.75) unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Invoices.

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

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

2.4 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

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

4.2 Status of Contractor.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services

required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

CANCELLATION:

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

[to be initialed] _____

Agent Initials

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

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

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

5.3 Indemnification.

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

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the

work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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

5.4 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions

or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

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

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status,

national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David Aleshire, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

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

EXHIBIT "A" TO AGREEMENT

SCOPE OF SERVICES

STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES

STREET SWEEPING SERVICES

Street Cleaning Cleanliness and Appearance: Contractor shall sweep the streets designated by the City of Bell using an approved street sweeping machine with sufficient diligence to maintain them free from accumulated litter, dirt and other debris and in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from public.

Hours of Operation: Contractor will sweep the streets during the following hours: Commercial and Arterial Streets shall be swept between the hours of 11:00 PM and 6:00 AM. Residential Streets shall be swept between the hours of 2:00 AM and 5:00AM.

Holidays: Contractor will not be required to sweep the streets on the following holidays:

- New Year's Day,
- Martin Luther King Jr. Day
- Presidents Day, Memorial Day
- Independence Day (4th of July),
- Labor Day,
- Thanksgiving Day
- Christmas Day.

Inclement Weather: Contractor will not be required to sweep the streets when inclement weather prevents effective street sweeping. Areas which cannot be swept due to inclement weather will be shall be swept the following available day.

Adherence to Sweeping Schedule: Contractor shall adhere to the established sweeping schedule and have sufficient back up equipment to assure scheduled sweeping. Exceptions to meeting the schedule are inclement weather and natural or manmade disaster that renders sweeping impossible.

Disposal of Sweeper Loads: Contractor shall dispose of all debris collected from street sweeping directly into the refuse bins located at the Contractor's Center of Operation.

Compliance with Environmental Regulations: Contractor shall comply with all regulations of the California Air Resources Board and California Regional Water Quality Control Board.

Daily Logs and Reports: Contractor shall keep daily logs of the curb miles swept, amount of debris removed and any problems incurred in sweeping the City Streets. A summary report will be submitted to the City within five (5) days of the end of the month.

BUS SHELTER CLEANING SERVICES

Bus Shelter Cleanliness and Appearance: Contractor shall clean the bus shelters and bus stops specified herein with sufficient diligence to maintain them free from accumulated graffiti, litter, dirt and other debris and in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from public.

Hours and Days of Operation: Contractor shall clean the bus shelters of the City of Bell between the hours of 11: 00 PM and 6:00 AM Monday-Saturday

Bus Shelter Cleaning Services : Contractor will perform the following services:

Remove all graffiti from shelters, roof, benches, poles, refuse receptacles, and the sidewalk within a seven foot perimeter every other day.

Remove all trash and debris, empty refuse receptacles and replace liners as needed.

Steam Clean entire area around bus shelters and bus stops within a seven foot perimeter of shelter in public right of way every day removing all debris including but not limited to gum, grease, and stains.

Rinse Shelter including poles, roof, and bench with deionized water.

Bus Shelters to be Cleaned: Contractor shall clean the following Bus Shelters:

LIST OF BUS SHELTERS AND BUS STOPS

	ADDRESS	LOCATION	DESCRIPTION
1.	3526 Gage Avenue	NW Corner	Single Bus Shelter
2.	3559 Gage Avenue	Northside	Double Bus Shelter
3.	3824 Gage Avenue	Southside	Single Bus Shelter
4.	3823 Gage Avenue	Northside	Single Bus Shelter
5.	4135 Gage Avenue	Northside	Double Bus Shelter
6.	4204 Gage Avenue	Southside	Double Bus Shelter
7.	4467 Gage Avenue	Northside	Large Bus Shelter
8.	4511 Gage Avenue	Southside	Large and Single Bus Shelter
9.	4612 Gage Avenue	Southside	Single Bus Shelter
10.	4651 Gage Avenue	Northside	Single Bus Shelter
11.	4765 Gage Avenue	Northside	Single Bus Shelter
12.	4756 Gage Avenue	Southside	Single Bus Shelter
13.	4877 Gage Avenue	Northside	Single Bus Shelter
14.	4900 Gage Avenue	Corner of Wilcox	Single Bus Shelter
15.	5039 Gage Avenue	Northside	Single Bus Shelter
16.	5121 Gage Avenue	Northside	Double Bus Shelter

17.	5122 Gage Avenue	Midblock	Double Bus Shelter
18.	6411 Wilcox Avenue	Westside	Single Bus Shelter
19.	6830 Wilcox Avenue	Eastside	Single Bus Shelter
20.	6901 Wilcox Avenue	Westside	Single Bus Shelter
21.	Wilcox and Florence	Corner	Single Bus Shelter
22.	7223 Wilcox Avenue	Westside	Single Bus Shelter
23.	5151 Florence Avenue	Northside	Double Bus Shelter
24.	5152 Florence Avenue	Southside	Double Bus Shelter
25.	Florence and Wilcox	NE Corner	Double Bus Shelter
26.	Florence and Wilcox	SW Corner	Double Bus Shelter
27.	4800 Florence Avenue	Southside	Single Bus Shelter
28.	4739 Florence Avenue	Northside	Single Bus Shelter
29.	4402 Florence Avenue	Northside	Large Bus Shelter
30.	4135 Florence Avenue	Northside	Double Bus Shelter
31.	4136 Florence Avenue	Southside	Double Bus Shelter
32.	3801 Florence Avenue	Northside	Double Bus Shelter
33.	3800 Florence Avenue	Southside	Single Bus Shelter
34.	3637 Florence Avenue	Northside	Single Bus Shelter
35.	6800 Atlantic Avenue	Westside	Single Bus Shelter
36.	6720 Atlantic Avenue	Eastside	Single Bus Shelter
37.	6400 Atlantic Ave/Gage	SW Corner	Large Bus Shelter
38.	Atlantic and Gage Avenue	Ne Corner	Large Bus Shelter
39.	Atlantic and Randolph Street	NE Corner	Large Bus Shelter
40.	4730 Eastern Ave	NE Corner	Single Bus Shelter
41.	4811 Eastern Ave	SW Corner	Single Bus Shelter
42.	4921 Eastern Ave	SW Corner	Single Bus Shelter
43.	4900 Eastern Ave	SE Corner	Single Bus Shelter

Daily Logs and Reports: Contractor shall keep daily logs of the bus shelters cleaned, hours worked and any problems incurred in cleaning of the Bus Shelters. A summary report will be submitted to the City within five (5) days of the end of the month

SIDEWALK CLEANING SERVICES

Sidewalk Cleanliness and Appearance: Contractor shall clean the sidewalks in the City of Bell with diligence to maintain them in a sanitary condition with priority on the areas of greatest needs. Sidewalks will be maintain in appropriate level of cleanliness and appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from public.

Sidewalks to be Cleaned: Contractor shall clean the commercial sidewalks of the City of Bell. The commercial area is defined as both sides of Florence Avenue between the Los Angeles River and the eastern boundary of the City, Atlantic Avenue from the northern to southern boundaries of the City and Gage Avenue between western and eastern boundaries of the City.

Other Public Areas to be cleaned: Contractor shall clean the sidewalks and or other hard surfaces at the following public buildings and facilities by pressure washing them at least twice monthly. They shall be washed at a time and in a manner that does not disrupt school sessions or other functions at the buildings and facilities.

- Bell City Hall
- Bell Community Center
- Bell Computer Education Center
- Bell High School, three sidewalks surrounding school
- Veteran's Park including the area at the baseball bleachers and basketball court
- Treder Park,
- Debs Park including soccer bleacher area,
- Camp Little Bear
- Skate Park

Daily Logs and Reports: Contractor shall keep daily logs of the square footage of sidewalks cleaned, location of the sidewalks, hours worked and any problems incurred in cleaning of the Sidewalks . A summary report will be submitted to the City within five (5) days of the end of the month.

EXHIBIT "B" TO AGREEMENT

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

10. STORM WATER AND URBAN RUN OFF POLLUTION PREVENTION

10.1 The City of Bell has a Storm Water and Urban Run-off Pollution Control Ordinance codified in Section 13.08.080 of the Municipal Code, pursuant to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. Section 1251 et al. Copies of the Storm Water and Urban Run-off Pollution Control Ordinance are available from the City Clerk.

All work performed under this contract shall conform to the above referenced Bell Municipal Code. In addition the Contract is required to comply with all applicable local, state and federal clean water regulations, laws, provisions, etc. in the performance of their work.

The Contractor shall implement all applicable Best Management Practices. Best Management Practices (BMPs) are techniques used to control storm water runoff, sediment control, and soil stabilization, as well as management decision to prevent or reduce nonpoint source pollution. The EPA defines BMP as a "technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of storm water runoff in the most cost-effective manner." The Contractor shall implement all applicable BMPs and ensure that all staff are properly trained and understand the BMPs.

The Contractor shall:

- Transport paint and materials to and from job sites in containers with secure lids and tied down to the transport vehicle;
- Not transfer or load paint near storm drain inlets or watercourses;
- Test and inspect spray equipment prior to starting to paint. Tighten all hoses and connections and not overfill paint container;
- Capture all clean-up water, and dispose of properly;
- Not remove graffiti during a rain event;

- Protect nearby storm drain inlets prior to removing graffiti from walls, signs, sidewalks, or other structures needing graffiti abatement. Clean up afterwards by sweeping or vacuuming thoroughly, and or by using absorbent and properly disposing of the absorbent;
- Direct runoff from sand blasting and high pressure washing (with no cleaning agents) into a landscaped or dirt area. If such an area is not available, filter runoff;
- Through an appropriate filtering device (e.g. filter fabric) to keep sand, particles, and debris out of storm drains;
- Plug nearby storm drains and vacuum/pump wash water to the sanitary sewer if a graffiti abatement method generates wash water containing a cleaning compound (such as high pressure washing with a cleaning compound); and
- Consider using a waterless and non-toxic chemical cleaning method for graffiti removal (e.g. gels or spray compounds).

The Contractor may be asked to:

- Plug nearby storm drain inlets prior to the start of painting where there is significant risk of a spill reaching storm drains. Remove plugs when job is completed.
- Cover nearby storm drain inlets if sand blasting is used to remove paint, prior to starting work.
- Use a sander with a vacuum filter bag.

EXHIBIT "C" TO AGREEMENT

COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	Unit
A.	Street Sweeping	\$14.85	Curb Mile
B.	Bus Shelter Cleaning/	\$6.00	Each
C.	Sidewalk Cleaning	\$4.61	Per 1,000 SF

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

- A. Line items for all the service provided and the amount of work done multiplied by the applicable rate..
- B. Line items for all materials and equipment properly charged to the Services.

III. The total compensation for the Services shall not exceed \$285,513.75, as provided in Section 2.1 of this Agreement.

EXHIBIT "D" TO AGREEMENT

SCHEDULE OF PERFORMANCE

Street Sweeping Schedule: Contractor shall sweep the streets of City of Bell on the following schedule:

Residential Streets west of Atlantic Blvd - Estimated 20.5 Curb Miles- Sweep once a week

Residential Streets east of Atlantic Blvd – Estimated 25.6 Curb Miles-Sweep once a week

Commercial, Arterial Streets, and Streets Adjacent to Schools – Estimated 20.7 Curb Miles-Sweep six days a week

Heavy Debris Residential Streets- Estimated 7.3 Curb Miles- Sweep twice a week

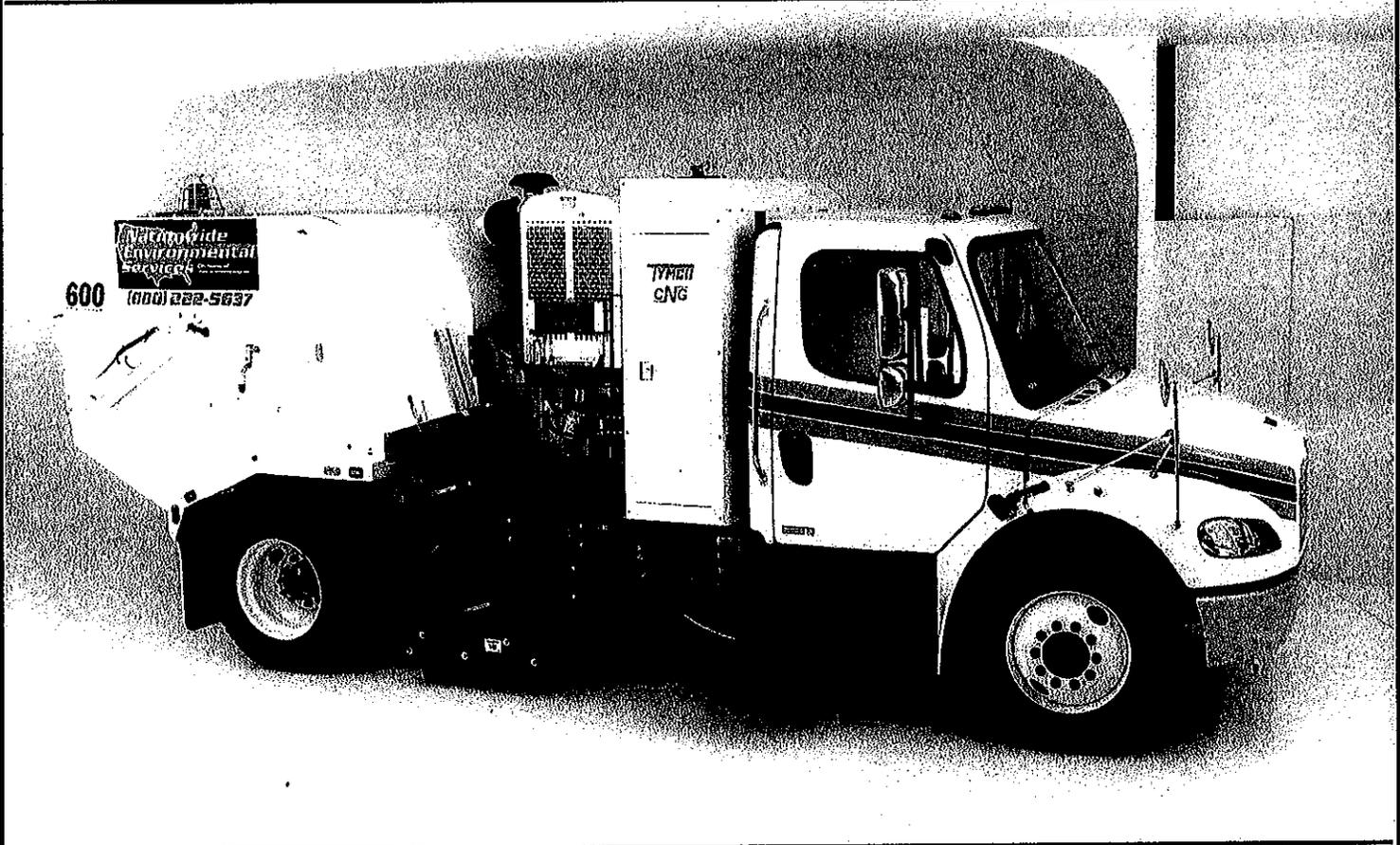
Sidewalk Cleaning Schedule: Contractor shall clean the commercial sidewalks by pressure washing them at least twice monthly

Other Public Facilities Cleaning Schedule; Contractor shall clean the other listed public facilities by pressure washing them twice monthly.

Bus Shelter Cleaning Schedule: Contractor will clean the Bus Shelters six days a week (Monday through Saturday)

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



www.nes-sweeping.com

11914 Front Street, Norwalk, California 90650
Office (562) 860-0604 Toll Free (800) 222-5637
Fax (562) 868-5726 info@nes-sweeping.com

Sweeping Since 1968

CITY OF BELL

STREET SWEEPING, BUS SHELTER & SIDEWALK CLEANING SERVICES PROPOSAL

DUE DATE: JUNE 29, 2012 @ 2:00 PM

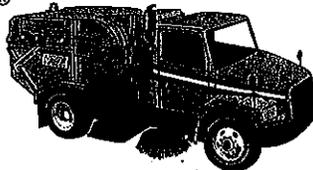
SUBMITTED BY:



11914 FRONT STREET, NORWALK, CA 90650
PH. (562) 860-0604 • FAX (562) 868-5726
www.nes-sweeping.com

Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



June 28, 2012

Ms. Rebecca Valdez
Office of the City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201

Re: Street Sweeping, Bus Shelter & Sidewalk Cleaning Services Proposal

Dear Ms. Valdez:

Nationwide Environmental Services (NES), **one of the first certified street sweeping contractors in the nation** has provided street sweeping, parking lot sweeping, bus shelter cleaning, sidewalk cleaning, graffiti abatement and roll-off services to over 40 municipalities in the Southern California region since 1968. NES is second generation and a family owned contractor providing state-of-the-art services at competitive prices. As a division of Joe's Sweeping, Inc., NES pledges to continue to provide the excellent and professional service that, historically, has been proven to be our company's most distinguishing attribute.

NES is the leading provider of street sweeping services in Southern California and has one of the largest fleet of alternative fueled street sweepers to assist municipalities in complying with SCAQMD Rule 1186 and 1186.1. NES is committed in providing quality street sweeping services with a dedicated staff to ensure a clean, healthy and safe environment. NES is known for its reliability, reputation and quality services with a courteous and responsive customer service department.

NES proudly provided citywide street sweeping services to the City of Bell during 1989-1999 and looks forward to once again partnering with the City. If you have any questions, please feel free to contact me or Ani Samuelian at (562) 860-0604 or ani@nes-sweeping.com. Thank you for your consideration.

Sincerely,

Ani Samuelian
President



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COMPANY BACKGROUND

Nationwide Environmental Services (NES), a division of Joe's Sweeping, Inc., was founded in 1968 by Joe Samuelian to provide parking lot sweeping services. Joe's mission statement at the time was "To provide quality sweeping services utilizing the latest state-of-the-art equipment and creating the highest level of customer service available." From a single sweeper company to a fleet of more than 70 sweeping and cleaning vehicles, serving over 25 municipalities, that mission statement is as true today as it was over 40 years ago.

Our extensive fleet of sweeping and cleaning vehicles continues to maintain municipalities, residential communities (HOA), business parks, parking facilities, construction sites, private companies, various unified school districts and all employee parking lots and bus divisions at various locations for the Los Angeles Metropolitan Transportation Authority. Our current contracts cover street sweeping, parking lot sweeping, bus shelter cleaning, sidewalk cleaning, pressure washing, graffiti abatement and roll-off services within the greater Los Angeles area, and the surrounding areas of Orange County, Ventura, San Bernardino, and Riverside with populations ranging from 10,000 to 200,000.

NES has the most technologically advanced software's and the most experienced and dedicated management and personnel. NES is committed to total customer satisfaction by proactively addressing the needs of the communities we serve.

Our clean, efficient street sweeping services enhance a community's appearance. NES provides consistent and thorough sweeping services, thereby, ensuring a cleaner environment in which to reside and work. This type of environment promotes community pride and helps increase property values.

At NES we realize the importance of a clean and dependable fleet. Our vehicles are routinely cleaned and inspected which allows us to consistently present a positive image. Our truck mechanics are highly qualified and every driver is a trained professional. Everyone at NES is dedicated to keeping our fleet on the road and on time. Our motto is "Service First," which ensures you the client, when a NES truck is in your community it is serious about keeping your community clean.



CREDENTIALS

NES has been in business since 1968 and has never had a contract terminated/cancelled. NES is known in the industry as the leading provider of street sweeping and cleaning services and provides high quality services. Our high level of customer service along with our reputation of providing quality services was acknowledged by WorldSweeper.com who featured NES as the 'Contractor of the Month'. NES was selected from over 5,000 U.S. sweeping contractors, see attached article, page 3. NES was also one of the first sweeping companies to attain the status of Certified Sweeping Contractor in the nation through the north american Power Sweeping association (naPSa), see attached certification, page 4. In addition, NES is a proud member of the Maintenance Superintendents Association (MSA).



Press Release For:

Nationwide Environmental Services

For More Company Information Contact:

Ani Samuelian, Director
Nationwide Environmental Services
11914 Front Street, Norwalk, CA 90650
Phone: (562) 860-0604
Email: ani@nes-sweeping.com

FOR IMMEDIATE RELEASE

**NATIONWIDE ENVIRONMENTAL SERVICES FEATURED AT
WORLDSWEEPER.COM, SWEEPING INDUSTRY'S LARGEST
PROFESSIONAL RESOURCE**

Norwalk, California, December 2006 – Nationwide Environmental Services was recently honored as one of only 12 contractors in the U.S. to be named 'Contractor of the Month' for 2006 at WorldSweeper.com, the power sweeping industry's premier information and professional online resource.

Nationwide Environmental Services was chosen from among over 5,000 U.S. sweeping industry contractors for this honor. The reasons cited by the editorial board of WorldSweeper.com included Nationwide Environmental Services' overall contributions to the power sweeping industry, including the company's leadership in becoming one of the first sweeping contractors in the U.S. to become a Certified Sweeping Contractor under the stringent guidelines of the North American Power Sweeping Association.

The honor is also a recognition of professionalism exhibited in Nationwide Environmental Services' approach to providing high-quality level of sweeping services to municipalities, residential communities, business parks, parking facilities, refineries and construction sites in the Los Angeles, Orange, Riverside, Ventura, and San Bernardino Counties.

Nationwide Environmental Services has been in business since 1968 and has become the preferred provider of street sweeping services through their excellent customer support programs and use of the best and newest equipment available in the industry. Customer satisfaction has long been the ultimate goal of everyone at Nationwide Environmental Services.

north american Power Sweeping association

Dear Valued Customer,

The north american Power Sweeping association is proud to announce that **Nationwide Environmental Services** has just been awarded the designation of Certified Sweeping Company.

About naPSa, we are a non-profit organization committed to distributing pertinent sweeping industry information and valuable resources to our members. We are here to provide the street and parking area sweeping industry with an association that will make a difference.

To become a CSC, **Nationwide Environmental Services** had to undergo an application process that qualified them under strict guidelines including: safety, experience, continuing education, vehicle maintenance, driver training and adherence to naPSa's code of ethics.

The naPSa Code of Ethics requires **Nationwide Environmental Services** to take an oath to be dedicated to the highest standards of professionalism, integrity and competence while recognizing their responsibility to their customers, employees, and the public.

To learn more about the Certified Sweeping Company designations you can visit our website at www.naPSaOnline.com. From here you can download an application to see what the requirements are for Certified Sweeping Companies and to view the naPSa Code of Ethics that **Nationwide Environmental Services** has pledged to uphold. You may also call our office for assistance and questions regarding Certification.

Sincerely,



Amy Allen
Administrative Director



naPSa

PO Box 2114
Kalamazoo, MI 49003
Phone: (269) 383-6993
Fax: (269) 383-6994
www.napsaonline.com

**State of California
Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

JOE'S SWEEPING, INC.

FILE NUMBER: C1473900
FORMATION DATE: 12/21/1989
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 27, 2012.

Debra Bowen

**DEBRA BOWEN
Secretary of State**



PAST EXPERIENCE/QUALIFICATIONS

The following is a list of all jurisdictions served by NES. NES is proud to state that we have never had a contract terminated.

Artesia
Bell
Bell Gardens
Carson
Claremont
Commerce
Corona
Cudahy
Downey
Buena Park
El Monte
Fontana
Garden Grove
Hacienda Heights
Hawaiian Gardens
Huntington Beach
Irvine
LA Metro
La Palma
La Habra
Lawndale
Lynwood
Marina Del Rey
Montebello
Monterey Park
Norco
Norwalk
Pico Rivera
Rancho Palos Verdes
Road District
Rolling Hills Estates
Rowland Heights
San Gabriel
South El Monte
South Whittier
Stanton
Valinda
Vernon
West Covina
West Whittier



FINANCIAL INFORMATION

NES is in excellent financial standing and is free of liens and encumbrances. Please see attached letter, page 8.

A. PATEL ACCOUNTANCY CORP.

4206 E. LA PALMA AVENUE
ANAHEIM, CA 92807-1816
TELEPHONE (714) 993-1040
FAX (714) 993-4700

CONFIDENTIAL

February 14, 2012

To Whom It May Concern:

Dear Sir/Madam:

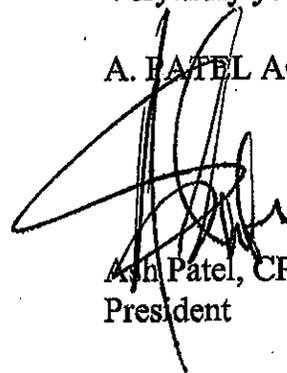
This letter is written on behalf of our client, Joe's Sweeping, Inc. to verify the following information:

- I. The Company is a California corporation and has been in business since December 21, 1989. Prior to incorporating the business, the owner operated as a sole proprietorship since 1968.
- II. The Company prepares its financial statements under generally accepted accounting principles (GAAP) and CPA compiled review financial statements at December 31, 2011 reflect the following:
 1. Profitable for last eleven years.
 2. Shareholders equity in excess of \$2,300,000.
 3. External debt to equity ratio of .38 to 1.
- III. The Company has performed all its contractual and financial obligations.

Please call us if you need any additional information.

Very truly yours,

A. PATEL ACCOUNTANCY CORP.

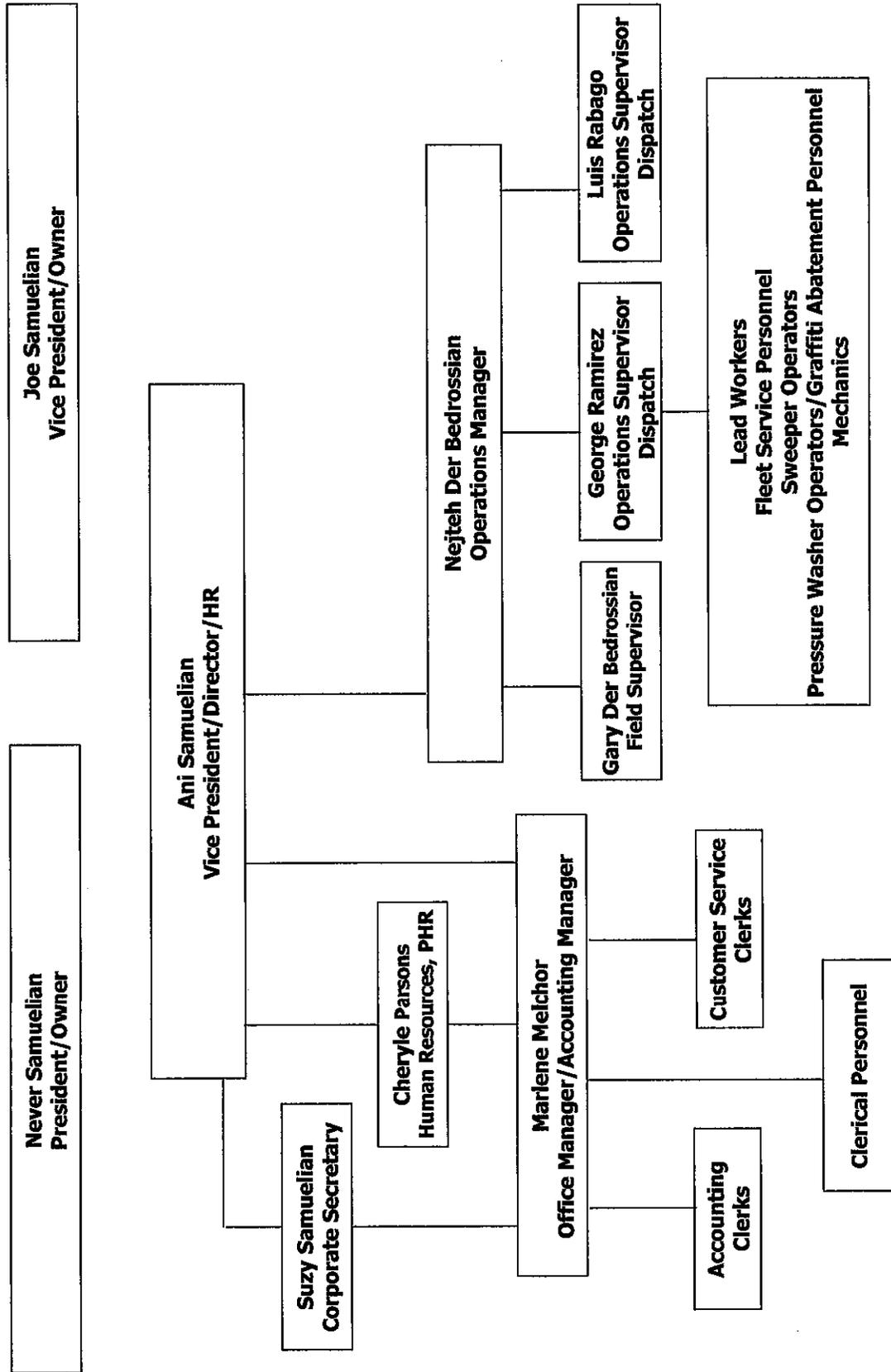


Ash Patel, CPA
President

AP/gv



ORGANIZATIONAL CHART



7



STAFFING

Executive:

Never Samuelian
Joe Samuelian
Ani Samuelian
Suzy Samuelian

President/Treasurer
Vice President
Vice President/Director/HR (**Contract Manager**)
Corporate Secretary

Administrative:

Marlene Melchor
Cheryle Parsons

Office Manager/Accounting Manager
Human Resources, PHR
Accounting Clerks
Customer Service Clerks
Clerical Personnel

Operations:

Nejteh Der Bedrossian
George Ramirez
Luis Rabago
Gary Der Bedrossian

Operations Manager (**Project Manager**)
Operations Supervisor/Quality Control Rep.
Operations Supervisor/Quality Control Rep.
Field Supervisor
Lead Workers
Fleet Service Personnel
Sweeper Operators
Bus Stop Maint/Graffiti Abatement Personnel

Mechanics:

Yen Adjoian

Fleet Maintenance Supervisor
Lead Mechanic
Mechanics



Ani Samuelian/Vice President & Director (Contract Manager)

Ani Samuelian has been employed with NES since 1994 and her responsibilities include: Oversee daily operations, contract management, accounts payable/receivable/payroll. Assist in establishing effective company goals and evaluate all insurance and bonding policies and procedures. Responsible for developing and implementing marketing strategies. Provide adequate communication with staff to identify problems and coordinate corrective action plans. Coordinate with department heads to facilitate efficient management functions. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Oversee Human Resources, Safety and Public Relations.

Ani is bilingual (English/Armenian) and has graduated from Southern California College of Business & Law. Ani is also a proud member of the L.A. Chapter Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

Nejteh Der Bedrossian/Operations Manager (Project Manager)

Nejteh Der Bedrossian has been employed with NES since 1991 and his responsibilities include: Oversee and supervise the daily operations of the plant. Responsible for designing new routes and organizing daily service routes and schedules for an effective operation. Managing and overseeing employees. Managing disposal operations; administer and oversee disposal program, including recycling and composting; establish programs with municipalities to meet AB 939 mandates. Monitoring and inspecting field operations; project point liaison for emergency callouts or request for services; monitors and reviews GPS tracking system reports. Perform cost comparison analysis to determine the most efficient and cost effective way to provide services to our clients. Responsible for inventory control of the plant and purchases for maintaining an effective operation. Participate in weekly meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures. Responsible for ensuring compliance of all State and Federal laws and regulations. Nejteh is multilingual and a proud member of the L. A. Chapter - Maintenance Superintendents Association (MSA) and the north american Power Sweeping association (naPSa).

George Ramirez/Operations Supervisor/Quality Control Representative

George Ramirez has been employed with NES since 2007 and his responsibilities include: assisting in the daily operations, organizing daily routes, scheduling, dispatch, field supervision, GPS monitoring and overseeing and supervising the daily maintenance and cleanliness of all vehicles. George is bilingual (English/Spanish) and has over 10 years experience.

Luis Rabago/Operations Supervisor/Quality Control Representative

Luis Rabago has been employed with NES since 2007 and his responsibilities include: quality control/quality assurance of our daily sweeping services, overseeing the daily inspection reports, identifying & resolving problems and assisting in the daily operations. Luis is bilingual (English/Spanish) and has over 10 years experience.

Gary Der Bedrossian/Field Supervisor

Gary Der Bedrossian has been employed with NES since 1985 and his current responsibilities include: field supervision, quality control, monitoring and inspecting field operations, designing new routes and organizing daily service routes and schedules for an effective operation. Gary started employment with NES as a sweeper operator; therefore, Gary is well aware and knowledgeable of the pattern of sweeping, quality, route design and issues relating to sweeping performance and all other aspects of sweeping. Gary is multi-lingual (English, Armenian, Arabic, and Turkish).

Marlene Melchor/Office Manager

Marlene Melchor has been employed with NES since 2000 and her current responsibilities include: office management, accounts payable, accounts receivable, payroll, scheduling, report administration and overseeing customer service department.

Jorge Jerez & Ernie Armijo/Sweeper Operators

Jorge Jerez will be the primary sweeper operator and Ernie Armijo will be the back-up sweeper operator. Both employees have over 10 years experience, have completed training by TYMCO on the proper operating procedures of a street sweeper and have the appropriate class driver's license.

Enrique Perez, Fernando Garcia & Ramiro Perez/Bus Shelter & Sidewalk Personnel

Enrique Perez and Fernando Garcia will be the primary employees assigned to clean and maintain the bus shelters and sidewalks and Ramiro Perez will be the back-up employee. All employees have over 10 years experience and are trained and licensed.

PERSONNEL/EXPERIENCE

NES prides itself on its excellent customer service. All employees at NES are courteous, responsive, timely, equitable and professional. Employees are trained whether in person or on the phone to be pleasant, respectful and professional. Employees give full attention to each customer's needs by asking questions and by providing accurate information. Our customer service representatives offer immediate action to requests and complaints.

NES maintains a drug-free workplace and employs a staff of over 60 sweeper operators including back-up personnel. This method of employing back-up sweeper operators allows NES to manage personnel changes without sacrificing the quality of service to any one of our customers. All personnel wear company uniforms which include identification patches identifying the company and employee.

At NES, employees are trained, licensed, insured and competent to assure quick response along with professional services. Nonetheless, employees are knowledgeable about correct sweeping practices; therefore, they sweep each route according to the contract specifications and provide high quality services, *a basic standard of NES*. NES makes every effort to provide its employees with the tools and resources necessary to provide outstanding customer service. NES has been known for its remarkable quality of service and stands above all others in the industry by providing excellent customer service. All employees at NES have been screened and selected per NES' Driver Selection and Screening Policy.

NES believes that communication is a key factor in providing quality services, therefore, we have a 24/7 dispatch service available to assist the City with additional, special or emergency requests. In addition, NES will provide the City with NES' 24-hour dispatch telephone number and cellular telephone number of the project manager.

Safety comes first at NES; therefore, all managers, supervisors and employees receive ongoing safety training during their employment. The following is a guideline of our training program:

90 Day Training

- Review Driving Record and verify with DMV printout (Enroll in DMV Pull-Notice Program)
- Reference Check
- Pre-Employment Drug/Alcohol Screening
- Initial Safety Training
- Behind-the-Wheel Training
- Proper Operation of a Street Sweeper
- Defensive Driving Training
- Vehicle Safety Procedures & Precaution



PERSONNEL/EXPERIENCE

Ongoing Training

- Bi-Weekly Safety Meetings (One-on-One with Each Employee)
- Quarterly Safety Meetings
- Random Safety Meetings administered by our Insurance Company
- Random Drug/Alcohol Testing
- Semi-annual refresher training administered by NES.

Management personnel have over fifteen (15) years experience and are highly trained in maintaining the highest level of customer service by focusing on guaranteed satisfaction. All employees and management personnel are skilled, experienced and competent and all are capable of communicating in both written and oral English. If necessary, NES has a staff of management personnel, back-up sweeper operators and back-up street sweepers which can be utilized.

NES also has fulltime in-house mechanics available 24/7 to handle any type of mechanical problem, should the need arise. Mechanics are ASE/TYMCO trained and skilled to repair and maintain street sweepers as well as all other types of vehicles.



WORK PLAN

Scope of Service

Nationwide Environmental Services (NES) general work plan to meet street sweeping, bus shelter and sidewalk cleaning requirements for the City of Bell incorporates a well-managed administration and operational structure supported by interdepartmental team work. NES' management will meet with City representatives to examine and evaluate the sweeping, bus shelter and sidewalk cleaning schedules according to contract specifications and schedules. NES has carefully reviewed the RFP and conducted a physical inspection of all the streets within the City and will meet all specifications as outlined in the RFP.

Sweeping

NES provides consistent and thorough sweeping services, thereby, ensuring not only a cleaner environment in which to reside and work, but additionally, assists communities in diverting debris from storm drain systems. The diversion of debris is an important step in meeting NPDES (National Pollutant Discharge Elimination System) mandates.

At NES, employees are experienced, trained and expected to make a "Clean Sweep" (i.e., passes required to eliminate debris from all areas) of all streets. Employees fully understand their responsibilities and debris not picked up by the street sweeper will be hand swept by the driver before leaving the area.

NES will provide street sweeping services based on the City's established schedule as identified on Exhibit C. Residential streets west and east of Atlantic Blvd., will be swept once a week. Commercial, arterial streets, streets adjacent to schools will be swept six (6) days a week. Heavy debris residential streets will be swept twice a week and paved areas at City parks and municipal facilities will be swept once a week. Commercial and arterial streets will be swept between 11:00 PM and 6:00 AM and residential streets will be swept between 2:00 AM and 5:00 AM. Upon award, NES will provide the City with a sweeping schedule, route map and work plan which will include curb miles of streets to be swept daily, including the daily starting times.

Bus Shelter & Sidewalk Cleaning

NES' personnel, products, and techniques for bus shelter & sidewalk maintenance meets and exceeds industry standards. NES' bus shelter & sidewalk maintenance program is unrivaled in the industry and our skilled and efficient personnel perform tasks in an extremely efficient manner. NES believes in focusing on detail with satisfaction guaranteed which makes NES unique in the industry.

NES has completed a thorough inspection of the City which has allowed us to become familiar with daily traffic levels, high vandalism areas, trouble spots, when the best times are to clean different streets and areas of specific importance. This knowledge enables staff to perform its services more efficiently, safely and consistently.



WORK PLAN

NES will perform daily services at each bus shelter and stop location identified on Exhibit D. We will remove all graffiti from shelters, roofs, benches, poles, refuse receptacles and sidewalks within a seven (7) foot perimeter every other day. All trash and debris will be removed and refuse receptacles will be emptied and trash liners replaced on a daily basis. We will steam clean (remove all debris including but not limited to gum, grease and stains) the entire area around the bus shelters and bus stops within a seven (7) foot perimeter of the shelter on public right of way every day and we will rinse the shelters including the poles, roof and bench with deionized water. Bus shelters will be cleaned between 11:00 PM and 6:00 AM Monday through Saturday.

Sidewalk cleaning will be performed in the commercial areas of the City. Services will be performed on both sides of Florence Avenue between the Los Angeles River and the eastern boundary of the City, Atlantic Avenue from the northern to southern boundaries of the City and Gage Ave. between western and eastern boundaries of the City. In addition, sidewalk cleaning services will be performed twice monthly at the public buildings and facilities as listed on Addendum No. 1. Services will be performed on the first and third weeks of each month between 11:00 PM and 6:00 AM. Services will be performed at times which do not interrupt school sessions or any other function.

Services for the bus shelter maintenance and sidewalk cleaning will be performed with the latest pressure washing vehicles. (See equipment list, page 22) NES utilizes environmentally friendly biodegradable materials and techniques and adheres to all local, state and federal rules and regulations. In addition, NES follows all NPDES & Best Management Practices to eliminate runoff into the City's storm drain systems and sweeps all areas before and after steam cleaning.

NES' quality control representative will monitor and inspect all locations on a daily basis.

Additional Services

NES will provide additional sweeping and cleaning services (special events, emergencies, storms, etc.) at any time based upon the contract unit price.

Disposal of Refuse & Debris

NES will dispose all debris collected at the City Corporation Yard by dumping on the ground and using a loader to load the debris into the roll-off container.

Inclement Weather

If inclement weather prevents adherence to the regular sweeping schedule, NES will sweep the following available day.

Local Office/Customer Service

NES maintains a local office in Norwalk, CA and has a 24/7 dispatch service available to assist the City with additional, special or emergency requests. NES is committed to total

customer satisfaction. NES strives to maintain a motivating work climate and provides its staff with the tools and resources needed to achieve exemplary customer service. All employees are equipped with cellular telephones for quick response to service requests. During working hours, NES will respond to all calls within 15 minutes. Complaints brought to our attention prior to 3:00 PM will be investigated the same day and complaints brought to our attention after 3:00 PM will be resolved before noon on the following working day. All complaints will be logged on a complaint form, including details and the resolution. All complaints will be reported to the City within ten (10) days of receipt.

Records/Reports

NES will maintain records for all special, emergency and routine services. In addition, NES will prepare the following reports:

Incident Reports – Submitted within forty-eight (48) hours of an incident, such as, complaints, environmentally sensitive discharges, observations of unusual amounts of debris or dirt in the public right-of-way.

Accident Reports – Reported by telephone immediately and submitted within twenty-four (24) hours of any vehicle accident or personal injury. In addition, a police report will be immediately obtained.

Management Reports – Submitted monthly, identifying the number of curb miles swept, number of bus shelters cleaned, square footage of sidewalks cleaned and any other report requested by the City.

Cure Notices

NES is proud to state that in its 43 years of service it has never received a notice to cure or any other written notice regarding poor/unsatisfactory performance. However, if a cure notice is ever issued to NES, NES will immediately dispatch a manager to meet with a City representative, inspect the area and rectify the issue.

Transitional Period

Prior to commencing services, NES' management staff will meet with City representatives to review the schedules and maps. NES will adhere to the current schedules to eliminate any confusion with the residents. NES has never had any problems during a transitional period.

CNG Fueling Station

NES has one of the largest fleet of alternative fueled street sweepers to assist municipalities in complying with SCAQMD Rule 1186 and 1186.1. ***NES is proud to state that it is the first street sweeping company in the world to have its own in-house alternative fueling (CNG) station.*** Please see page 42 for article regarding NES' CNG fueling station.

Business License

Upon award, NES will obtain a City of Bell business license.

Safety

Safety comes first at NES. All management personnel and employees receive ongoing safety training (company safety manual available upon request). All work performed under this contract will be performed with the maximum safety to the public and where applicable. NES complies with all safety standards required by CAL OSHA and has an excellent safety record. Please see attached safety record, page 36. NES will provide all safeguards and protective devices to protect the health and safety of its employees, the safety of the City officials and the public.

Public Awareness & Community Support

NES is known to build relationships with the communities it serves by participating in charitable causes and developing public awareness on the importance of street sweeping. NES' website will include information for the residents as well as the sweeping and holiday schedule. In addition, if requested by the City, NES will publish annual sweeping schedules including holiday schedules in the City's local newspaper. NES is also willing to participate at City events by setting up a booth and providing the residents and business owners' information on street sweeping services.

Equal Employment Opportunity/DBE

NES is an equal opportunity employer and complies with all Equal Employment Opportunity Laws and Regulations. Nonetheless, NES currently works with DBE/DVBE suppliers and will continue to do so.

Hiring Local Residents

NES is proud to state that we currently employ Bell residents and upon award we will conduct outreach in the City and give preference for qualified applicants residing in the City of Bell.

Legal Requirements

NES is in compliance with all Federal, State, County and Local safety laws, ordinances, rules and regulations, including but not limited to NPDES, SCAQMD and OSHA.



QUALITY ASSURANCE PLAN

NES' Quality Control/Quality Assurance Program is an ongoing plan to ensure the following is adhered to:

- A. Establish and maintain a continuous level of cleanliness of City streets in order to assure protection of the health, safety and welfare of the community.
- B. Clean city streets, bus shelters and sidewalks in a systematic and coordinated manner that compliments solid waste collection and other City services.
- C. Increase the collection of sediment, debris and other materials on the street to prevent them from entering the storm drain system.
- D. Ensure that our services are performed in accordance with the City's contract requirements and recommendations are completed in a timely manner, free of defects
- E. Provide deficiency reports indicating areas that cannot be swept/cleaned and the reason for not sweeping/cleaning.

Our Quality Control/Quality Assurance team for the City of Bell will consist of the following employees:

Project Manager: Nejteh Der Bedrossian
Quality Control Representative: George Ramirez
Quality Control Representative: Luis Rabago
Field Supervisor: Gary Der Bedrossian

The Quality Control Supervisor or the Field Supervisor will be conducting route inspections to ensure contract compliance. A detailed report will be completed after each inspection. (See Route Inspection Form page 21).

The Quality Control Representatives will be available to meet with City staff to discuss any issues or concerns. The Quality Control Representatives will also complete the following tasks:

- Make sure the routes are started on time
- Identify any problem areas, including but not limited to, low hanging trees, obstructions, and parked vehicles
- Correct all deficiencies
- Complete the daily inspection reports
- Discuss deficiencies with the employees to prevent recurrence
- Provide employees with feedback

- Constantly remind employees about NES' "Clean Sweep" policy, which is making as many passes as necessary to maintain streets free of debris
- Submit inspection reports to NES office staff for review

CITY OF BELL

ROUTE INSPECTION FORM

SUBMITTED BY NATIONWIDE ENVIRONMENTAL SERVICES

Date: _____

Time: _____

Day of Route: Mon. Tue. Wed. Thur. Fri.

Location: _____

Interference to the Sweepers/Service Vehicles Right of Way

- | | |
|---|---|
| <input type="checkbox"/> Low Hanging Tree | <input type="checkbox"/> Raised Curbs & Gutters |
| <input type="checkbox"/> Residential Trash Containers | <input type="checkbox"/> High Volume of Parked Vehicles |
| <input type="checkbox"/> Road Construction | <input type="checkbox"/> Abandoned Vehicles |
| <input type="checkbox"/> Pot Holes | <input type="checkbox"/> Illegally Dumped Large Items |
| <input type="checkbox"/> Other _____ | |

Operator: _____

Date: _____

Inspected by _____

Date: _____



EQUIPMENT

NES has a fleet of over 70 sweeping and cleaning vehicles including back-up vehicles (see partial vehicle list below). Vehicles utilized in the City Bell, Unit #113, #114, #233 & #234 will be equipped with safety features, painted in uniform color and will have logos and/or place cards for proper Contractor and/or City identification. ***In addition, all street sweepers are equipped with GPS (Teletrac) tracking systems which monitors speed, hours of operation and brush operation for reporting purposes.*** All equipment will be kept in safe working order and will be licensed and maintained in a safe and proper operating condition. Only sweepers powered by approved alternative fuels in accordance with SCAQMD Rule 1186 (PM10) and Rule 1186.1 will be utilized in the City of Bell.

BUS STOP MAINT/SIDEWALK CLEANING EQUIPMENT			
Unit #	Make	Model	Life Span
113	GMC	4500 – Pressure Washer	15+
114	GMC	4500 – Pressure Washer	15+

SWEEPERS						
Unit #	Year	Make	Model	Type	Fuel	Life Span
223	2008	Freightliner	Tymco 600	Regenerative Air	CNG	15+
224	2008	Freightliner	Tymco 600	Regenerative Air	CNG	15+
225	2008	Freightliner	Tymco 600	Regenerative Air	CNG	15+
226	2008	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
227	2008	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
228	2008	Freightliner	Tymco 600	Regenerative Air	CNG	15+
229	2008	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
230	2009	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
231	2009	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
232	2009	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
233	2009	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+
234	2009	GMC C-7500	Tymco 600	Regenerative Air	CNG	15+

ADDITIONAL VEHICLE INFORMATION AVAILABLE UPON REQUEST

Maintenance

All vehicles are inspected at a minimum of twice per day. Drivers are required to perform pre-trip and post-trip inspections daily. NES also has a successful preventive maintenance program and is proud to state that NES has always received excellent reviews/inspections from the CHP.

All vehicles utilized in the City of Bell will have installed a GPS (Teletrac) monitoring system that will enable the City of Bell to view via computer (internet) where the vehicles are at all times. The system will be capable of the following:

- Capable of gathering and reporting the following real time data: speed, direction, location on a map, address, distance traveled, brooms up or down, water on or off.
- The vehicles' path of travel superimposed on a map.
- Generating email alerts whenever the sweeper speed exceeds the manufacturer's recommended speed or non-movement for periods in excess of one hour.
- Generating daily reports of vehicle activity including the previously required elements.
- Maintaining the data for a period of 90 days



REFERENCES

City of Bell Gardens		City of Pico Rivera		City of Carson		City of Lynwood		City of Downey											
City of Bell Gardens 7100 Garfield Ave. Bell Gardens, CA 90201	Municipal Street Sweeping Parking Lot Cleaning 1998 – Present Approx. \$165,000+	John Oropeza Director of Public Works	Ph. (562) 806-7793 Fax (562) 806-7789 Email: joropeza@bellgardens.org	City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90660	Municipal Street Sweeping Parking Lot Cleaning Bus Shelter Maintenance Graffiti Abatement 1992-Present Approx. \$650,000+	Raymond Chavez Analyst	Ph. (562) 801-4368 Fax (562) 801-4765 Email: RChavez@pico-rivera.org	City of Carson 701 E. Carson St. Carson, CA 90745	Municipal Street Sweeping Sidewalk/Parking Lot Cleaning 1995-Present Approx. \$700,000+	Uli Fe'Esago P.W. Superintendent	Ph. (310) 847-3501 Fax (310) 830-0946 Email: ufeesago@carson.ca.us	City of Lynwood 11330 Bullis Rd. Lynwood, CA 90262	Municipal Street Sweeping Sidewalk/Parking Lot Cleaning Bus Shelter Maintenance Graffiti Abatement 1986-Present Approx. \$480,000+	Dan Ojeda Dir. of P.W./City Engineer	Ph. (310) 603-0220 ext. 309 Fax (310) 639-6957 Email: dojeda@lynwood.ca.us	City of Downey 11111 Brookshire Downey, CA 90241	Municipal Street Sweeping Parking Lot Cleaning 2003 – Present Approx. \$300,000+	Tim Graves Public Works Supervisor	Ph. (562) 904-1452 Fax (562) 869-9832 Email: TGraves@downeyca.org



REFERENCES

<p>City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648</p>	<p>Municipal Street Sweeping Sidewalk/Parking Lot Cleaning 1999 – Present Approx. \$800,000+</p>	<p>Dereck Livermore Sup. of Streets & Fac.</p>	<p>Ph: (714) 960-8861 Fax (714) 375-5099 Email: dlivermore@surfcity-hb.org</p>
<p>City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640</p>	<p>Municipal Street Sweeping Sidewalk/Parking Lot Cleaning Graffiti Abatement 1989 – Present Approx. \$900,000+</p>	<p>Jesse Hernandez Street Maintenance Sup.</p>	<p>Ph. (323) 887-4616 Fax (323) 887-4716 Email: jhernandez@cityofmontebello.com</p>
<p>City of Norwalk 12700 Norwalk Blvd. Norwalk, CA 90650</p>	<p>Municipal Street Sweeping Bus Shelter Maintenance Sidewalk/Parking Lot Cleaning 1994 - Present Approx. \$800,000+</p>	<p>Gary DiCorpo Director of Public Works</p>	<p>Ph. (562) 929-5511 Fax (562) 929-5503 Email: Gdicorpo@ci.norwalk.us</p>
<p>City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275</p>	<p>Municipal Street Sweeping Bus Shelter Maintenance Sidewalk/Parking Lot Cleaning 2003 - Present Approx. \$130,000+</p>	<p>Melissa Murphy Asst. Engineer</p>	<p>Ph. (310) 544-5292 Fax (310) 544-5291 Email: melissam@rpv.com</p>

ADDITIONAL REFERENCES AVAILABLE UPON REQUEST

EXHIBIT A

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

PRICE/COST SHEET

SERVICE	UNIT	PRICE	Quantity	Total Annual Costs
STREET SWEEPING Scheduled Street Sweeping	Curb Mile (CM)	<u>\$ 14.85</u> Per Curb Mile	Annual CM 9,615	<u>\$ 142,782.75</u>
Additional Sweeping per request	Curb Mile (CM)	<u>\$ 14.85</u> Per Curb Mile	As Directed	
BUS SHELTER/BUS STOP CLEANING - Daily Cleaning Services of 43 Shelters	Each	<u>\$ 6.00</u>	13,416 (43 x 6 days x 52 Weeks)	<u>\$ 80,496.00</u>
SIDEWALK CLEANING (375,000 SF)				
Commercial Sidewalks Bi-Monthly Cleaning	1000 Square Feet	<u>\$ 4.61</u> Per 1,000 SF (MSF)	9,000 MSF (375 X 2 X 12 Months)	<u>\$ 41,490.00</u>
Bi-monthly cleaning of sidewalks at Public Buildings and Facilities (187,500)	1000 Square Feet	<u>\$ 4.61</u> Per 1,000 SF (MSF)	4,500 MSF (187.5 X 2 X 12 Months)	<u>\$ 20,745.00</u>
Total Cost of Sidewalk Cleaning Service				<u>\$ 62,235.00</u>

Date: June 28, 2012

Company: Nationwide Environmental Services div. of Joe's Sweeping, Inc.

Submitted by: Never Samuelian

Signature *Never Samuelian*

Title: President

EXHIBIT J

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

NON-COLLUSION AFFIDAVIT

To: The City of Bell:

State of California)
)
County of Los Angeles) ss.

I, Never Samuelian, being first duly sworn, deposes and says that he or she is President of Nationwide Environmental Services, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder of anyone else to put in a sham bid, or than anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature [Handwritten Signature]

State of California)
)
County of) ss.

Subscribed and sworn to before me this ___ day of ___, 2012.

Notary Public in and for the County of ___, State of California.

My Commission expires ___, 20__.

EXHIBIT K

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

CERTIFICATION OF NON-DISCRIMINATION
(To be submitted with Proposal Form)

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, disability, or national origin; that all federal, state, local directives, and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

Nationwide Environmental Services div. of Joe's Sweeping, Inc.
BIDDER

Never Samuelian
By:

Never Samuelian, President
(Name and title of person making certification)

June 28, 2012
Date



INSURANCE CERTIFICATION

NES affirms that the insurance requirements set forth in the contract documents will be obtained and carried without reservation or exclusion. See Evidence of Insurance, page 31.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2013
6/1/2012

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 Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Wausau Underwriters Insurance Company	NAIC # 26042
INSURED 1057827 Nationwide Environmental Services Joe's Sweeping, Inc. 11914 Front Street Norwalk CA 90650	INSURER B : Liberty Insurance Corporation	42404
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES JOESW01 P4 CERTIFICATE NUMBER: 2093851

REVISION NUMBER: XXXXXXXX

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	N	N	YVJ-Z91-449522-052	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	ASJ-Z91-449522-032	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	TH7-Z91-449522-062	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	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	N/A	WCJ-Z91-449522-042	6/1/2012	6/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

2093851 Evidence of Insurance	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

EDITS AND AMENDMENTS TO THE REQUEST FOR PROPOSAL:

Page 17 Item GC.2

~~GC.2 ASSIGNMENT AND SUBCONTRACTORS~~

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

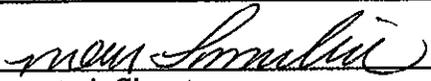
GC.2 ASSIGNMENT AND SUBCONTRACTORS

Each bidder acknowledges it is aware and familiar with the requirements related to subletting and subcontracting set forth in Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code of the State of California. These requirements include a provision that the Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

Each bidder in submitting his bid for the doing of the work or improvement shall in his bid or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

1. Name and address of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or the improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid or \$10,000, whichever is greater.
2. The specific work and dollar amount of work that will be done by each subcontractor.
3. If no portion of the work is to be subcontracted as provided in item 1, insert the word "none" in the space provided and sign below.

NAME	ADDRESS	SPECIFIC WORK	DOLLAR AMOUNT
NONE			\$
			\$
			\$
			\$
			\$



 Contractor's Signature

Page 32, Item 6.1

Street Cleanliness and Appearance

Contractor shall sweep the streets designated herein with sufficient frequency diligence to maintain them free from accumulated litter, dirt and other debris in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

Page 32, Item 6.4

Street Sweeping Schedule

Contractor shall propose a work plan and street sweeping schedule that includes the ~~frequency of sweeping and~~ the days that sweeping will be performed for each of the following target areas or streets. To the extent possible, this plan should take into consideration the trash pick-up service schedule in the City of Bell. Currently residential trash is set out on ~~Monday~~ *Wednesday* afternoon and picked up on ~~Tuesday~~ *Thursday*. The plan should also describe the street sweeping equipment to be used.

Page 33, Item 7.1

7.1 Bus Shelter Cleanliness and Appearance

Contractor shall clean the bus shelters and bus stops specified herein with sufficient diligence and ~~frequency~~ to maintain them free from accumulated graffiti, litter, dirt and other debris and in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

EXHIBIT F

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

LETTER OF TRANSMITTAL

City Clerk
City of Bell
6330 Pine Avenue
Bell, California 90201

SUBJECT: PROPOSAL FOR STREET SWEEPING, BUS SHELTER CLEANING AND SIDEWALK CLEANING SERVICES.

In response to the subject Request for Proposal (RFP) and in accordance with the accompanying Instructions to Contractors, the Contractor hereby commits to the City of Bell to perform the work in accordance with the provisions in the RFP and any addenda thereto.

The Contractor agrees and stipulates that the Proposal constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the proposal submittal or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Contractor agrees to execute the Agreement in the form included in the RFP and to deliver the executed Agreement to the City of Bell within seven (7) calendar days after receipt of a Letter of Award issued by the City, together with the necessary certificates of insurance and any applicable performance or payment bonds. The Contractor shall proceed with the work upon receipt of a written Notice to Proceed (NTP) from the City.

The Contractor certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto; and
2. Satisfied itself as to the requirements of the Agreement, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the work and/or the cost thereof; and
3. Examined the experience, skill and certification requirements in the Scope of Work/Specifications and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Bell will not be responsible for any errors or omissions in the Proposal.

The Contractor further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

Addenda Numbers:

<u>1</u>	<u>Date</u>	<u>6/14/2012</u>
<u> </u>	<u>Date</u>	<u> </u>
<u> </u>	<u>Date</u>	<u> </u>
<u> </u>	<u>Date</u>	<u> </u>
<u> </u>	<u>Date</u>	<u> </u>
<u> </u>	<u>Date</u>	<u> </u>

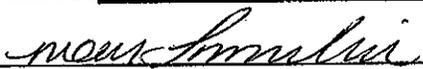
Contractors Name Nationwide Environmental Services div. of Joe's Sweeping, Inc.

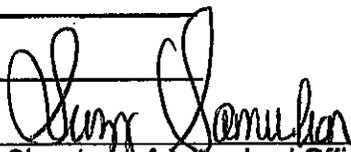
Business Address 11914 Front Street
Norwalk, CA 90650

Contact Person Ani Samuelian

Phone (562) 860-0604

Email Address ani@nes-sweeping.com


Signature of Authorized Official


Signature of Authorized Official

Never Samuelian
Typed or Printed Name

Suzy Samuelian
Typed or Printed Name

President
Title

Corporate Secretary
Title

June 28, 2012
Date

June 28, 2012
Date



Insurance and Risk Management Specialists

February 28, 2012

Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

To Whom It May Concern:

Nationwide Environmental Services has proven to be an outstanding client of Lockton Insurance Brokers. As a client for the past 8 years, their commitment to safety is reflected across multiple programs implemented to enhance the management and staff's knowledge of how to reduce injuries and general liability losses.

Some of the most efficient methods of their success are: incentive programs, pre-employment and random drug-screen policy, toolbox safety meetings, new hire orientation, job safety analysis, supervisor training, and their fleet safety program.

Because of their excellent history record, I found Nationwide Environmental Services to be in compliance with all Federal and State laws.

Once again, please extend my thanks to your management group for their cooperation and support. If you have any questions or require additional assistance, please do not hesitate to contact me at (562) 756-8777 or fax (213) 873-4285.

Sincerely,

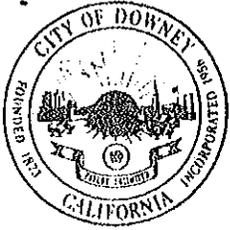
Bert Munoz, Senior Loss Control Consultant
bmunoz@lockton.com

CC:

Kim Sautter, Lockton
Walter Lee, Lockton

LOCKTON INSURANCE BROKERS, INC.
License#0714705

725 S. Figueroa St., 35th Fl / Los Angeles, CA 90017 / (213) 689-0065 / FAX: (213) 689-0550



City of Downey

FUTURE UNLIMITED

May 30, 2012

Ms. Ani Samuelian
Vice President/Director
Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

Dear Ms. Samuelian,

The City of Downey would like to express our sincere gratitude for the excellent street sweeping service that your company has provided over the past several years to the residents and businesses of our City. We are very pleased with your responsiveness and consistent level of service that typically exceeds our expectations.

The professionalism and efforts that your company and staff provide are exceptional. I have worked first hand with management and drivers from your company and they truly care about quality customer service. I would like to especially commend your operations manager, Nejteh Der Bedrossian, for his professionalism in overseeing the street sweeping activities in the City of Downey.

Sincerely,

John Oskoui, P.E.
Assistant City Manager/Director of Public Works

JO:ydb



CITY OF HUNTINGTON BEACH

2000 Main Street

◆ PO Box 190 ◆

CA 92648

Travis K. Hopkins, PE
Director

Department of Public Works
(714) 536-5431

February 1, 2012

Nationwide Environmental Services
11914 Front Street
Norwalk, CA 90650

To whom it may concern:

On behalf of the City of Huntington Beach, I would like to acknowledge Nationwide Environmental Services for the excellent service they have provided to the residents of this City for the past decade.

In 1999, a relationship started between the City of Huntington Beach and Nationwide Environmental Services. NES was contracted to perform street sweeping services on a twice-a-month basis and the service was split in half between in-house street sweeping and NES. It did not take long to realize that the service level NES provided well exceeded the very high expectation level of the City. NES recognizes the importance of strong customer service, attention to detail, industry knowledge, and an equitable partnering approach with an agency as integral facets to a successful street sweeping program. In 2009, the City of Huntington Beach amended its contract with Nationwide Environmental Services to encompass a full street sweeping service on a twice-a-month interval. The transition to a full service contract was easily accomplished by NES and well exceeded the City's expectations.

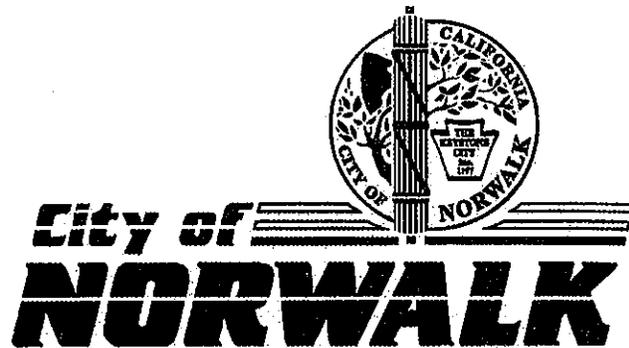
Nationwide Environmental Services is a leader in the street sweeping industry for others to follow. I would recommend NES to any neighboring City for street sweeping services. It has truly been a pleasure to work with such dedicated professionals who share and understand the same values in public service.

Respectfully,

A handwritten signature in black ink, appearing to read "Dereck Livermore".

Dereck Livermore
Supervisor, Street Maintenance
714.374.1732

MICHAEL MENDEZ
Mayor
CHERI KELLEY
Vice Mayor
MARCEL RODARTE
Councilmember
LEONARD SHRYOCK
Councilmember
LUIGI VERNOLA
Councilmember
MICHAEL J. EGAN
City Manager



12700 NORWALK BLVD., P.O. BOX 1030, NORWALK, CA 90651-1030 * PHONE: 562/929-5700 * FACSIMILE: 562/929-5773 * WWW.CI.NORWALK.CA.US

February 20, 2012

Nationwide Environmental Services
11914 Front Street
Norwalk, California 90650

To Whom It May Concern:

Nationwide Environmental Services (Nationwide) has been providing street sweeping services to the City of Norwalk for the past fourteen years. During this time frame, the City of Norwalk has experienced an extremely high quality of service from this contractor reflecting clean residential and business roadways throughout the community. Additionally, the City of Norwalk utilizes Nationwide to maintain the parking structures and parking lot facilities at all City properties. All of the work provided by Nationwide reflects a company that is professional and experienced in the field of street sweeping maintenance.

Customer service, reliability, and communication are all hallmarks of the Nationwide team. During their association with the City of Norwalk, Nationwide has proven themselves to be a business friendly contractor whose attitude and response is of the highest regard. Nationwide has also been highly supportive of many City programs and activities, making their presence in the community a very visible and positive one.

As with all of its contract service providers, the City of Norwalk is continually monitoring and reviewing the safety record of Nationwide Environmental Services as it provides street sweeping services to the community. A superior safety record, including conscientious drivers performing their maintenance duties at safe speeds, quality and well maintained equipment translating into consistent and accountable performance, and no claims for work related incidents is a reflection of the professional nature of Nationwide Environmental Services.

Nationwide Environmental Services

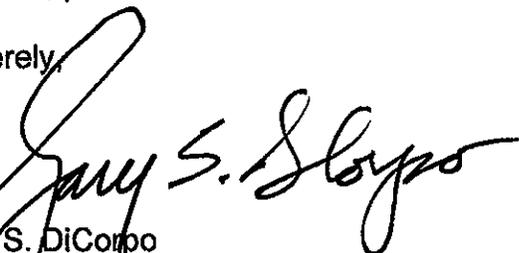
February 20, 2012

Page 2

Finally, each Nationwide employee, from the office personnel, to the field staff on the streets, conduct themselves in a very professional and respected manner. Any special requests from the City of Norwalk have always been handled quickly with quality results. As the Director of Public Services, I hold Nationwide Environmental Services in the highest regard for providing the very best in street sweeping operations, and can honestly recommend them for similar services at any other municipality or private enterprise.

If you would like any additional information regarding Nationwide Environmental Services, please feel free to contact me at (562) 929-5525.

Sincerely,



Gary S. DiCorpo
Director of Public Services



EXCEPTIONS

NES does not have any exceptions to the City's Request for Proposal and agrees and accepts all of the terms and conditions as stated in the RFP.

Natural Gas Vehicles

Clean Energy for NES Sweepers...

Clean Energy Fuels (NASDAQ:CLNE) last week helped celebrate the opening of a fueling station in Norwalk, Calif. (Los Angeles), for Nationwide Environmental Services.

NES is said to be the first street-sweeping fleet in the country ("Maybe the world," says Clean Energy solid waste business development manager Sean Wine) with a dedicated compressed natural gas fueling installation on site.

The Clean Energy-designed station has an ANGI compressor package with a Vilter screw booster, allowing CNG to be dispensed at better than 400 gasoline gallon equivalents per hour.

"The station has 36 individual time-fill posts and will fuel 36 sweepers overnight," Wine told *F&F*.

Clean Energy will provide NES with ongoing operation and maintenance services.

NES, *Nejteh Der Bedrossian*, 800-222-5637 or 562-860-0604; nejteh@nes-sweeping.com; www.nes-sweeping.com

Clean Energy, *Sean Wine*, 562-493-2804; swine@cleanenergyfuels.com; www.cleanenergyfuels.com

...and for Limousines for Las Vegas

Clean Energy also confirmed last week that it's planning a compressed natural gas fueling station in Las Vegas to support vehicles including first-of-their-kind stretch limousines by Brea, Calif.-based Krystal Enterprises.

Krystal is converting 26 stretch limousines for the new environmentally friendly CityCenter complex in Las Vegas.

The base vehicles are Lincoln Town Cars and the CNG conversion hardware is from BAF Technologies.

Clean Energy, *Chad Lindholm*, 562-493-2804, ext 247; clindholm@cleanenergyfuels.com; www.cleanenergyfuels.com

BAF (Los Angeles), *John Sledge*, 714-376-8143; jsledge@baftechnologies.com; www.baftechnologies.com

Krystal Enterprises, *Johnny Chen*, 714-986-1200 or 800-579-7825; jchen@krystal.cc; www.krystal.cc

Kansas City for First of New ESI Trucks

Kansas City has taken delivery of eight of 19 Navistar International trucks with 24-valve engines converted to dedicated-methane operation by Emission Solutions, Inc.

Approval of the latest version of the 7.6-liter engine



for conversion means that ESI can convert new trucks to compressed natural gas (*F&F*, May 18).

Kansas City will deploy the first of the 19 ESI-powered trucks for storm channel clearing, says municipal fleet manager Sam Swearngin.

ESI, president *Jim Moore*, 972-369-0092; jimmoore@emissionsolutionsinc.com; www.emissionsolutionsinc.com

Kansas City, *Sam Swearngin*, 816-513-8356; sam_swearngin@kcmo.org; www.kcmo.org

Omnitek Peru

"Everybody's busy and it's all because of CNG," says Werner Funk, CEO of Los Angeles-based Omnitek Engineering. Programs supporting conversion of taxis to compressed natural gas in Peru, he told *F&F*, are stimulating all sorts of economic activity. "I'm really happy to see a government supporting it like they do down there."

Which is why Omnitek has formed Omnitek Peru, as a joint venture with local partners, to convert diesels to methane and to re-power trucks and buses with Omnitek methane engines, possibly including new vehicles.

Industry sources estimate that diesel vehicle conversions for buses during the next few years will reach at least 20,000, with truck conversions expected to reach 50,000, Omnitek says. There is a potential market of 500,000 heavy-duty engines in Peru, Funk said.

G&W Group S.A. is Omnitek's distributor in Peru with an initial conversion order valued at \$4.5 million for a fleet of Leche Gloria beverage and milk delivery vehicles.

Omnitek, CEO *Werner Funk*, 760-591-0089; fax -591-0880; werner@omnitekcorp.com; www.omnitekcorp.com

Ford Gaseous Fuel Prep Option for E-Series

Ford has launched a gaseous fuel prep order option for its E-Series vans, NGV America reports.

"Fleet customers and dealers registered with their web access order bank system can now select the CNG-retrofit-ready option on the full line of E-series vans and wagons with the 5.4 liter engine," the association advises members this week. "Previously, qualified Ford E-series retrofitters would have to order the hardened valve seats and stems."

Ford info, *Gerry Koss*, 313-248-8280; mobile 313-622-3950; gkoss2@ford.com; www.fleet.ford.com

Hydrogen Fuel Cell Buses

CARB Lifts Deadline

ZEV Bus Requirement for 2011-2012 Delayed

As Agency Will Await Data from New AC Trial
The California Air Resources Board has postponed its deadline for large transit agencies to introduce zero-emission buses, lifting a requirement that would have taken effect for 15% of deliveries in 2011, or 2012 for agencies already fielding alternative fuel vehicles.

The original requirement was for so-called



One of AC Transit's existing Van Hool fuel cell buses

"diesel-path" agencies to meet the 15% ZEV minimum this year and for "CNG-path" agencies to comply in 2011.

All bets are now off as CARB has set no new deadline but will instead await data from AC Transit's 12 new fuel cell buses from Belgium's Van Hool, now expected to be in service by mid-2010.

The Van Hool purchase includes four hydrogen

more on page 4

CITY OF BELL

**REQUEST FOR PROPOSAL FOR STREET SWEEPING, BUS SHELTER
CLEANING AND SIDEWALK CLEANING**

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

The undersigned hereby acknowledges receipt of Addendum Number 1, dated June 14, 2012.

Signature: *Never Samuelian*

Name: Never Samuelian

Title: President

Company Name: Nationwide Environmental Services div. of Joe's Sweeping, Inc.

Company Address: 11914 Front Street

Norwalk, CA 90650

Date: June 14, 2012

Please return this form to: City of Bell
Office of the City Clerk
6330 Pine Ave
Bell, CA 90201

City of Bell

Request for Proposals for
Street Sweeping, Bush Shelter Cleaning and Sidewalk Cleaning

Addendum No. 1. Summary of Questions and Answers, and RFP
Edits/Amendments

Issued: June 14, 2012

Summary of Questions and Answers:

STREET SWEEPING

1. How many people does it take to do the job currently?

Answer:

The City has no official information regarding the current number of people involved in street sweeping. However we do know that one primary and one back up sweeper are dedicated to the program.

2. How many tons of debris are removed annually through street sweeping?

Answer:

Unknown

3. What is the current average billing?

Answer:

Current contract is for a lump sum of 13,000 monthly and a 6% fuel surcharge for a total monthly cost of \$13,780.00

4. Will there be a charge for dumping street sweeper loads at the City of Bell Corporation Yard.

Answer:

No. A charge will not be made for this service.

5. Is a High Dump Street Sweeper required to dump into the debris box?

Answer:

The dimensions of the debris box are 16 x 8 x 5'3". The 5'3" includes the height of the wheels. Currently the street sweeper dumps on the ground and uses a small loader to load the debris into the debris box.

6. What is the maximum speed for residential and commercial?

Answer:

The speed limits are residential areas 25 MPH and commercial areas 35 MPH.

7. Does the contractor have to purchase water meters or does the City provide water free? If so how much does it cost per year?

Answer:

The City will provide a meter and water supply at the corporation yard. The contractor will be charged the current water cost at the rates established by Golden State Water Company

8. Do we (contractors) have to have special signs for the trucks or sweepers?

Answer:

No, wrappers or signs are not required.

9. Are there posted sweeping times in any areas?

Answer:

Some areas of the City are posted but Street Sweeping is mostly facilitated by section 10.28.190 of the municipal code regarding all night parking that mandates that. "No person shall stop, stand or park a vehicle on any street for any period of time between the hours of two am and five a.m.,". The police chief has the authority to grant exceptions to this rule under certain conditions but generally the curb lanes of the streets are accessible during these hours. Parking on the commercial streets is not allowed between the hours of 11:00 PM to 6:00 AM

10. Please confirm the location of the paved areas at City Parks and Municipal Facilities to be swept.

Answer:

Currently no paved areas at municipal facilities are included in the sweeping routes. Should this be required it will be done at the curb mile rate bid for directed sweeping.

11. Can the Contractor park street sweepers and equipment at the corporation yard ?

Answer:

The City will provide parking for two pieces of equipment.

12. Can the Contractor negotiate hours of operation of Residential sweeping times?

Answer:

No, the City wants to keep the current sweeping window because of our not overnight parking 10.28.190 Ordinance mentioned above and the fact that our community is accustomed to not parking on the streets during these hours.

13. Please confirm if I Street, J Street , K Street and 3rd Street will be required to be swept as part of the Contract. These streets exist in the City Limits however they were not included on the City Maps.

Answer:

No, these street are not being swept as part of the contract and are not included in the sweeping routes.

14. Please provide a breakdown of all commercial miles by street listed on the maps.

Answer:

The City does not have additional information to that provided in the RFP and shown on the street classification map and street sweeping map included in the RFP.

15. Please clarify the frequency of street sweeping required?

Answer:

Please see street classifications map and street sweeping schedule map included in the RFP and section 6.4 on page 33.

- Residential Streets are to be swept once weekly
- Residential Streets shown as Heavy Debris Streets twice weekly
- Commercial streets, Arterial Streets, and Streets Adjacent to Schools to be swept six days a week.

Contractor may submit a different schedule of sweeping days than the one currently being used but must respect the above frequency and the sweeping hours specified in the RFP

BUS SHELTER CLEANING:

1. How long does it take to service the 43 bus stops per day?

Answer:

The City does not have official information regarding the time being dedicated to Bus Shelter cleaning. The bus stops are to be serviced daily six days a week. It is our understanding that this is currently being done by a one man and with one truck. The current monthly Lump Sum amount being paid for this service is \$ 6,000 plus a 6% fuel surcharge or \$6,360.00 per month.

2. Do we (contractor) have to empty the trash cans daily at each bus stop?

Answer:

Yes, please see Page 34, 7.4 and Exhibit D that lists the Bus Shelters requiring service.

SIDEWALK CLEANING:

1. Please provide the current schedule for of public areas to be pressured washed.

Answer:

The City requires that the public areas be pressured washed twice monthly. Please see the List of Public Facilities attached to this addendum for greater detail. The Price Sheet has been amended to show the square footage of these facilities and a cost per MSF (1000 Square Feet)

2. Please provide maps and detail of Sidewalk cleaning in the commercial areas. How long is the current contractor taking to perform?

Answer:

The current service is being provided on a lump sum contract basis. The City does not have official information regarding the time being dedicated to the service. Additional information and maps regarding the commercial areas are not available beyond that already included in the RFP. Please see page 35, section 8.2

The Lump Sum currently being paid for this service monthly is \$ 5,800.00 plus a 6% fuel surcharge for a total of \$6,148.00 monthly.

GENERAL CONTRACT CONDITIONS QUESTIONS:

1. Does the City require audited financial statements to demonstrate financial solvency?

Answer: The documentation provided by the contractor should sufficiently demonstrate financial solvency using commonly accepted financial statements customarily provided in the industry. The City does not require audited statements however the contractor should provide sufficient and adequate information to demonstrate contractor solvency and ability to comply with the terms of the RFP

2. Does the City consider this a prevailing wage contract?

Answer: No the City does not consider these services subject to prevailing wage regulations, however the final responsibility for making this determination lies with the Contractor.

3. Is it possible to subcontract part of the work?

Answer: Yes, the City will allow subcontracting of part of the work.

4. Will the City require a performance bond for this contract since it is for services and bonds are generally used in Construction Contracts.

Answer: The City will not require a performance bond.

5. Will the City consider to receive questions after the June 1, 2012. Typically the final day for questions is after the pre-proposal conference?

Answer: The City procedure is to use the Pre-Proposal Conference as a opportunity to deal with all written questions and receive any questions that have come up after the written question deadline. Therefore we will not receive any more questions except those asking for clarification of items included in this addendum or the Request for Proposal. The deadline for these questions will be June 22, 2012.

6. Please indicate the form of references required.

Answer: Please provide three references drawn from customers or clients where similar services are furnished. Please include name of the customer, contact person's name, address, and telephone number. Also indicate the type of service, amount of contract and the date of the service period.

EDITS AND AMENDMENTS TO THE REQUEST FOR PROPOSAL:

Page 17 Item GC.2

~~GC.2 ASSIGNMENT AND SUBCONTRACTORS~~

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

GC.2 ASSIGNMENT AND SUBCONTRACTORS

Each bidder acknowledges it is aware and familiar with the requirements related to subletting and subcontracting set forth in Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code of the State of California. These requirements include a provision that the Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the contract price.

Each bidder in submitting his bid for the doing of the work or improvement shall in his bid or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

1. Name and address of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or the improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid or \$10,000, whichever is greater.
2. The specific work and dollar amount of work that will be done by each subcontractor.
3. If no portion of the work is to be subcontracted as provided in item 1, insert the word "none" in the space provided and sign below.

NAME	ADDRESS	SPECIFIC WORK	DOLLAR AMOUNT
			\$
			\$
			\$
			\$
			\$

Contractor's Signature

Page 32, Item 6.1

Street Cleanliness and Appearance

Contractor shall sweep the streets designated herein with sufficient ~~frequency~~ diligence to maintain them free from accumulated litter, dirt and other debris in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

Page 32, Item 6.4

Street Sweeping Schedule

Contractor shall propose a work plan and street sweeping schedule that includes the ~~frequency of sweeping and the days that sweeping will be performed~~ for each of the following target areas or streets. To the extent possible, this plan should take into consideration the trash pick-up service schedule in the City of Bell. Currently residential trash is set out on ~~Monday~~ *Wednesday* afternoon and picked up on ~~Tuesday~~ *Thursday*. The plan should also describe the street sweeping equipment to be used.

Page 33, Item 7.1

7.1 Bus Shelter Cleanliness and Appearance

Contractor shall clean the bus shelters and bus stops specified herein with sufficient diligence ~~and frequency~~ to maintain them free from accumulated graffiti, litter, dirt and other debris and in a state of pleasing appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

Page 34, Item 8.1

8.1 Sidewalk Cleanliness and Appearance

Contractor shall clean the sidewalks in the City of Bell with sufficient frequency and diligence to maintain them in a sanitary condition with priority on the areas of greatest needs. Sidewalks will be maintain in appropriate level of cleanliness and appearance as judged by the Designated City Representative taking into consideration any complaints or comments received from the public.

Page 35, Item 8.3

8.3 Other Public Areas to be Pressure Washed

The Sidewalks and or other hard surfaces at the following public buildings and facilities shall be pressure washed twice monthly. They shall be washed at a time and in a manner that does not disrupt school sessions or other functions at the buildings and facilities. *The total square footage of this cleaning is estimated to be approximately 187,500 SF. Please see the List of Public Facilities for details.*

- a. Bell City Hall
- b. Bell Community Center
- c. Bell Computer Education Center
- d. Bell High School, three sidewalks surrounding school
- e. Veteran's Park including the area at the baseball bleachers and basketball court
- f. Treder Park,
- g. Debs Park including soccer bleacher area,
- h. Camp Little Bear
- i. Skate Park

Page 61, Exhibit A Price Sheet

The Price Sheet has been amended to include the square footage of cleaning for the public facilities and ask for a price per MSF (1000 Square Footage). A new price sheet is attached to this addendum.

**LIST OF PUBLIC FACILITIES SIDEWALKS AND HARD SURFACES
SIDEWALK
CLEANING**

<u>Facility</u>	<u>Location</u>	<u>Description</u>	<u>Square Footage</u>
Bell City Hall	6330 Pine Ave	Entrance Way	16,500
Bell Community Center	6250 Pine Ave Includes Treder Park	Concrete Pads/Sidewalk	19,200
Bell Technology Center	Pine and Gage Includes Skate Park	Sidewalk and Skate Park	16,075
Bell High School	Pine and Bell	Sidewalks	29,200
Veterans Park	6500 Wilcox	Courts, Sidewalks, Area Under Bleachers	57,000
Debs Park	Orchard and Gage	Courts, Sidewalks, Area Under Bleachers	33,300
Camp Little Bear	6704 Orchard	Courts and Sidewalks	<u>16,500</u>
		Total	187,775

EXHIBIT A

STREET SWEEPING, BUS AND BUS STOP CLEANING, AND SIDEWALK CLEANING SERVICES

PRICE/COST SHEET

SERVICE	UNIT	PRICE	Quantity	Total Annual Costs
STREET SWEEPING Scheduled Street Sweeping	Curb Mile (CM)	\$ _____ Per Curb Mile	Annual CM 9,615	\$ _____
Additional Sweeping per request	Curb Mile (CM)	\$ _____ Per Curb Mile	As Directed	
BUS SHELTER/BUS STOP CLEANING – Daily Cleaning Services of 43 Shelters	Each	\$ _____	13,416 (43 x 6 days x 52 Weeks)	\$ _____
SIDEWALKCLEANING (375,000 SF)				
Commercial Sidewalks Bi-Monthly Cleaning	1000 Square Feet	\$ _____ Per 1,000 SF (MSF)	9,000 MSF (375 X 2 X 12 Months)	\$ _____
Bi-monthly cleaning of sidewalks at Public Buildings and Facilities (187,500)	1000 Square Feet	\$ _____ Per 1,000 SF (MSF)	4,500 MSF (187.5 X 2 X 12 Months)	\$ _____
Total Cost of Sidewalk Cleaning Service				\$ _____

Date: _____

Company: _____

Submitted by: _____

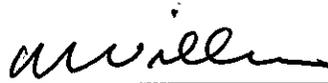
Signature _____

Title: _____

City of Bell Agenda Report

DATE: July 18, 2012
TO: Mayor and Members of the City Council
FROM: Terry Rodrigue PE, City Engineer

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Consideration of Agreement with Los Angeles County Metropolitan Transportation Authority (LACMTA) to Provide Funding to the City of Bell for the Review of the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS)

RECOMMENDATION:

Authorize the City Manager to sign the attached agreement with the LACMTA to provide \$75,000 in funding to the City for the review of the I-710 Corridor EIR/EIS.

BACKGROUND:

The I-710 Freeway Corridor Project is a major effort underway to address the transportation needs of the region by improving the I-710 Freeway from the Ports of Los Angeles and Long Beach to the Pomona Freeway (SR-60). This effort began many years ago and resulted in the I-710 Freeway Major Corridor Study (MCS) being completed in March of 2005.

Since the release of the I-710 Freeway MCS, LACMTA has been leading the effort to bring the project to the next step, which is the preparation of the required EIR/EIS. This EIR/EIS studied various alternatives and considered the potential future environmental impacts of each alternative. The study area included the 18 miles of corridor together with the 15 cities and unincorporated county area adjacent to the corridor. LACMTA is partnering with a number of other agencies in this effort including the Gateway Cities Council of Governments, (Gateway Cities COG), in which the City of Bell is a member. Councilwoman Quintana is the City's representative to the Gateway Cities COG. In addition, as a jurisdiction adjacent to the corridor, the Bell City Engineer participates on the Technical Advisory Committee (TAC) for the I-710 Corridor Project.

The Draft EIR/EIS was released on June 29th, 2012 and there is a 60 day comment period. In advance of the release of this EIR/EIS, the Gateway Cities COG-TAC and the Transportation Committee together with the Gateway Cities COG Board requested that LACMTA consider releasing some project funds in the form of an early action project request, to assist the Cities in reviewing the EIR/EIS. On May 16th, 2012, LACMTA approved funding to assist cities along the corridor with the cost of EIR/EIS review. The share for the City of Bell will be \$75,000. This number was estimated by the Interim Community Development Director and the City Engineer and provided to LACMTA Staff. The funds will be used to hire specialized consultants such as a

land use and economic planner and an environmental planner to review the document and to pay for in-house staff time associated with the review.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. If this agreement is not executed, the City would need to fund the review of the I-710 Corridor EIR/EIS through other transportation funding it receives such as gas tax or Measure R. The use of these funds would leave less to implement the City's other transportation priorities.

ATTACHMENTS:

Agreement with LACMTA
Measure R Expenditure Expense Guidelines
Measure R Sample Expenditure Reports

FA.MR 306
MEASURE R FUNDING AGREEMENT
Interstate 710 South Early Action Projects

This Funding Agreement ("FA") is dated as of June 29, 2012, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Bell (Grantee) for the Review of the I-710 Draft EIR/EIS (the "Project")- LACMTA Project ID #MR 306.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009. This project is eligible for funding under Line 37 of the Measure R Expenditure Plan. Measure R authorizes funding for projects for Interstate 710 South and/or Early Action Projects.

WHEREAS, LACMTA Board, at its May 16, 2012 meeting authorized the Chief Executive Officer to enter into funding agreements with Gateway Cities Council of Governments and I-710 Corridor Cities for the review of the I-710 Corridor Project Draft Environmental Impact Report/ Environmental Impact Statement ("Project").

WHEREAS, LACMTA programmed \$75,000 in Measure R Funds funding (the "Funds") to the Grantee as the maximum allowable grant from LACMTA for the Project; and,

NOW THEREFORE, the parties hereby agree as follows:

1. CONDITIONS

1.1 The Grantee shall use the Funds, as described below, to complete the Project as described in the **Scope of Work** attached as **Attachment A**. The Funds, as granted under this FA can only be used towards the completion of this Scope of Work. The Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA.

1.2 The Grantee shall use the Funds in accordance with the Attachment B Expenditure Plan Guidelines as specified in **Attachment B**.

1.3 Grantee shall submit Expenditure Report **Attachment C** within 30 days after submittal of Comments to the EIR/EIS in accordance with the **Attachment A -Scope of Work**.

1.4 The Grantee will prepare and submit to LACMTA a Request for Reimbursement for actual allowable Project costs incurred and paid for by the Grantee consistent with the Scope of Work. Advance payments by LACMTA are not allowed. Each Request for Reimbursement shall indicate the total Project costs. Grantee's Request for Reimbursement shall include copies of invoices between Grantee and consultants.

1.5 This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

1.6 The term of this FA shall commence upon the date this FA; if not terminated earlier. The term of the FA will end on August 29, 2012 - 60 days from the start of the FA. Grantee must

submit final invoice to LACMTA within (30) thirty days from August 29, 2012, the date comments to the EIR/EIS are due.

1.7 The Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting. The Grantee shall use the FA number FA.MR 306 on all correspondence.

1.8 Unless written notification is otherwise provided by LACMTA, the effective date and start date of reimbursable activities is the June 29, 2012. Actual reimbursement of eligible costs cannot occur until LACMTA and the Grantee execute this agreement.

2. TRANSFER OF FUNDS

2.1 LACMTA shall reimburse the Grantee up to a maximum amount of \$75,000 as specified) for the Project subject to the terms and conditions contained herein.

2.2 LACMTA shall transfer the Funds to the Grantee on reimbursement basis only. No advance of Funds shall be allowed.

2.3 The Grantee is responsible for all cost overruns incurred as a result of this Project. Under no circumstances will the total amount of money that LACMTA reimburses the Grantee exceed the amount of the Funds committed by LACMTA.

2.4 LACMTA shall not be responsible to provide any funding in the event the Grant is withdrawn, recalled or not appropriated for any reason. In the event the Grant is closed, the Grantee will reimburse LACMTA any Funds paid by LACMTA.

2.5 Send correspondence to LACMTA shall be addressed to:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attn: Adrian Alvarez, MS: 99-22-09
Project Manager, Highway Program

Phone: (213) 922-3001
Email: alvarez@metro.net

Send All invoices with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
Re: LACMTA Project ID# [INSERT # MR] and [FA.MR [INSERT #]
Atn: Adrian Alvarez, MS: 99-22-09
Project Manager, Highway Program

2.6 Payments and notices to the Grantee shall be addressed to:

City of Bell

6330 Pine Street
Bell, CA 90201
Attn: Nancy Fong, Interim Community Development Director

3. DEFAULT

LACMTA reserves the right to terminate this FA and withhold all payments of Funds in the event of Grantee's breach or default of any term or condition contained in this FA.

4. AUDIT REQUIREMENT

4.1 LACMTA shall have the right to conduct a financial and compliance audit(s) of the Project. Grantee agrees to establish and maintain proper accounting and procurement procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). The Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA.

4.2 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the project (all collectively referred to as "records") shall be open for inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall include, without limitation, those records deemed necessary by LACMTA to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project.

4.3 Grantee shall cause all contractors to comply with the requirements of Paragraph 4.1 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA records which shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, invoices and any other supporting evidence deemed necessary by LACMTA auditors or authorized representatives related to the Project.

5. MISCELLANEOUS

5.1 California law shall govern this FA. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way; unless any of the stated purposes of the FA would be defeated.

5.2 The Grantee shall not assign this FA, or any part thereof, without written consent and prior approval of LACMTA Chief Executive Officer or designee, and any assignment without said consent shall be void and unenforceable.

5.3 This FA constitutes the entire understanding between parties, with respect subject matter herein. This FA shall not be amended, nor any provision or breach hereof waived except in writing signed by the parties.

5.4 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

5.5 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring with any work performed by and or service provided by Grantee, its officers, agents employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising of the Project, including, without limitations, (i) misuse of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of the Grantee's obligations under this FA; or (iii) any act or omission of the Grantee, or its officers, agents, employees, contractors or subcontractors in the use of the vehicles, performance of the work or the provision of the services, included, without limitation, the Scope of Work, described in this FA.

5.6 Grantee in the performance of the work required by this FA is an independent contractor and not an agent or employee of LACMTA. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

5.7 The Grantee shall retain all original records and documents related to the work herein for a period of twelve (12) months after the grant closeout.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF BELL

By: _____ Date: _____
Doug Willmore
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
David Aleshire
City Attorney

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Attachment A Scope of Work

Project Description:

This City will review the I-710 Draft EIR/EIS and submit comments to Caltrans. The City's Project Manager for this review will be Nancy Fong, Interim Community Development Director. The City will hire consultants to perform the technical review of the document.

Project Budget:

The City estimates a breakdown of the project budget to be:

City Staff Time	\$10,000
Consultant - Traffic	\$20,000
Consultant - Economic Development	\$20,000
Consultant - Planning	<u>\$25,000</u>
Total Budget	\$75,000

This breakdown is an estimate only and may be adjusted to reflect actual consultant costs. The maximum budget will be adhered to, but the individual categories may be revised.

Project Schedule:

Caltrans has determined comment period for the I-710 Draft EIR/EIS to be 60 days: June 29, 2012 – August 29, 2012. The City of Bell has determined the following milestones, and plans to submit comments to Caltrans on or before August 29, 2012.

Milestone 1 - Select Consultant Team and Approve Scope	July 10, 2012
Milestone 2 - Review EIR/EIS and submit Comments	August 29, 2012

Attachment B
EXPENDITURE PLAN GUIDELINES
I710 EARLY ACTION PROJECTS

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if

Attachment B
EXPENDITURE PLAN GUIDELINES
I710 EARLY ACTION PROJECTS

- indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
 - The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

Attachment B
EXPENDITURE PLAN GUIDELINES
I710 EARLY ACTION PROJECTS

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

**LACMTA FA ATTACHMENT C
PROGRESS / EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

**GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296** after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Review of the I-710 Draft EIR/EIS - City of _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

- Fiscal Year :** 2007-2008 2008-2009 2009-2010
 2010-2011 2011-2012 2012-2013
- Quarter :** Q1: Jul - Sep Q2: Oct - Dec
 Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

- Freeway RSTI Signal Synchronization
 TDM Bikeway Pedestrian
 Transit TEA

LACMTA Area Team Representative / Project Mgr.	Name:	Adrian Alvarez
	Area Team:	Highway Program
	Phone Number:	213.922.3001
	e-mail:	alvareza@metro.net

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1 DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the MOU, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL MOU MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original MOU Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original MOU Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your MOU. PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
I-710 Draft EIR/EIS available for public Comment	06/29/12	N/A	6/29/2012	N/A
Submit Comments to Caltrans	8/29/2012			
Total Project Duration (days)	60			

2. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

3. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

4. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 5: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment A, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

- Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

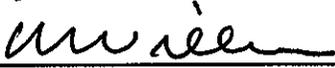
 Signature

 Date

 Name

 Title

City of Bell
Agenda Report

DATE: July 18, 2012
TO: Mayor and Members of the City Council
FROM: Doug Willmore
APPROVED: 
BY Doug Willmore, City Manager
SUBJECT: Contract – Risk Management Assistance

Recommendation:

That the City Council approve an agreement, not to exceed \$25,000, to cover the cost of contract risk management services for the period of July 23, 2012 through December 31, 2012.

Background:

Since the reorganization of the Finance Department in late Fall 2011, the Finance Director position has been shared by two Interim part time employees due to the City's inability to find an individual candidate to fill the position on a full time basis. The duties are divided into two areas. The first area is Finance and Budget which is being provided by Anita Lawrence. The second area is Risk Management and special projects provided by Pam Easter.

In late May, Pam Easter notified Arne Croce, then Interim City Manager, that she would need to end her work with Bell by late July. Since that time, an effort has been made to find someone who could come to Bell and fulfill the risk management function. It is envisioned that the person would no longer share the Interim Finance Director position, but rather be hired for the sole purpose of providing risk management services reporting directly to the City Manager.

After evaluating and interviewing a number of candidates to fill this temporary part time assignment, it has been determined that Curtis Stephen would be an excellent selection. Mr. Stephen has extensive city, special district, and school district risk management experience. Attached is a copy of Mr. Stephen's resume. He will bring a solid background in Risk Management to the City and assist in the City's "next steps" in its Risk Management Program. His duties will include the day-to-day administration of the City's Risk Management program as well as assisting in the transition from Admisure to Carl Warren for third-party liability administration, review the City's existing insurance policies, explore opportunities for the City to join a Joint Powers Authority, and identify needed risk management policies and procedures. Mr. Stephen will also work with Aleshire and Wynder on risk-related litigation.

A proposed contract is attached, including a list of anticipated duties.

Fiscal Impact:

It is anticipated that the cost will not exceed \$25,000 based on an average of 15 hours per week at a rate of \$70 per hour and will be covered within the existing 2012/13 Budget.

Attachments:
Resume
Agreement

CURTIS STEPHAN

*41990 Avenida Vista Ladera Temecula, CA 92591
(760) 408-1139 Email: curtisstephan1@gmail.com*

EXPERIENCE

**Risk Management Consultant
2011 to present**

Provide risk management program development, audit and support to public and private sector employers.

- **California Association of Joint Powers Authorities, CAJPA**
- **South Coast Air Quality Management District, AQMD**
- **California Autism Foundation**

**Director Risk Management
PALM SPRINGS UNIFIED SCHOOL DISTRICT
2001 THROUGH 2010**

Responsibilities and accomplishments: Management of the Districts self-insured workers compensation, property/casualty, safety, and health benefits. Additional responsibilities included the analysis and implementation of employee/student safety, departmental budgeting, review of ADA compliant job descriptions and management of the District's medical leave and return to work program.

**RISK MANAGER
ANAHEIM SCHOOL DISTRICT
1997 THROUGH 2001**

Responsibilities and accomplishments: Management of the Districts self-insured workers compensation, property/casualty, safety, and course of construction programs. Additional responsibilities included the analysis and implementation of employee/student safety, departmental budgeting, review of job descriptions and management of the District's return to work program.

**RISK MANAGER
CITY OF ESCONDIDO
1990 THROUGH 1997**

Responsibilities and accomplishments: Management of the City's self insured/administered workers' compensation, health and disability, insurance and liability programs. Evaluated, selected and implemented self-administered workers' compensation RMIS system. Participated with the City's Redevelopment Department in creating a Center for the Performing Arts complex and coordinated the activities of the Course of Construction Insurance program. Met with employees and their representatives to handle and negotiate settlement and benefit issues.

**RISK MANAGER
ORANGE COUNTY DEPARTMENT OF EDUCATION
1989 THROUGH 1993**

Responsibilities and accomplishments: Management of the Districts self-insured workers compensation, property/casualty programs. Additional responsibilities included the analysis and implementation of employee/student safety programs, departmental budgeting, accounting and reconciliation, and contract negotiation. Resource for the Executive Committee and Board members.

Education

*SAN FRANCISCO STATE UNIVERSITY
Bachelor of Arts - Business Administration*

**INSURANCE INSTITUTE OF AMERICA
*ARM, Associate in Risk and Benefits Management***

SKILLS

- Placement of insurance and self-insurance coverage to best meet the financial and operational needs of the organization
- Development and implementation of Management Information Systems
- Risk analysis
- Development and implementation of loss control programs
- Delivery of quality customer service
- Preparation of written and oral presentations
- Development of cost allocation systems and alternative financing options

PROFESSIONAL ORGANIZATIONS

- Risk & Insurance Management Society (RIMS)
Past President, Orange County Chapter
- Public Risk Management Association (PRIMA)
Past President, California Chapter
- California Joint Powers Authority
Legislative Committee

CITY OF BELL

CONTRACT SERVICES AGREEMENT FOR

RISK MANAGEMENT CONSULTING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of July, 2012, by and between the CITY OF BELL, a California municipal corporation herein ("City") and CURTIS STEPHAN (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of twenty-five thousand dollars (\$25,000). ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of five-thousand dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

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

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

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

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding sixty (60) days from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

[SIGNATURES OF FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

Douglas Willmore, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation

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

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2012 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	<input type="checkbox"/> LIMITED
		<input type="checkbox"/> GENERAL
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

- A. Administer and oversee City's liability and workers' compensation program.
- B. Administer and oversee the City's excess insurance program.
- C. Coordinate with third party administrators, City departments and employees, and City Attorney to facilitate the resolution of claims and litigation.
- D. Facilitate and assist in the transition from Adminsure to Carl Warren for third party claims administration.
- E. Review all of the City's existing liability insurance policies, with respect to, but not limited to, terms of coverage, excess liability limits, and accuracy of property inventory schedule.
- F. Explore opportunities for the City to join a Joint Powers Insurance Authority
- G. Identify needed risk management policies and procedures.
- H. Work with City Attorney on risk related litigation, including, but not limited to, the provision of necessary records.

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

- A. A written report on the City's existing liability insurance policies, including a summary of existing policies and recommended changes and improvements to existing policies.
- B. A written report summarizing opportunities for the City to join a Joint Powers Insurance Authority.
- C. A written report identifying needed risk management policies and procedures.

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

- A. Deliver to City at the end of each month a written status report on outstanding claims and litigation.

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

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

N/A.

VI. The following provisions of the Agreement are revised as shown below.

N/A.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform the following tasks:**

N/A.
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- VI. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
 - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$25,000, as provided in Section 2.1 of this Agreement.**
- VI. Contractor shall work no more than 20 hours per week and 80 hours per month.**
- VI. The Contractor's billing rates for all personnel are attached as Exhibit B-1.**

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

- II. Contractor's services shall commence on July 23, 2012 and shall terminate on December 31, 2012.**

- II. Contractor shall deliver the following tangible work products to the City by the following dates.**
 - A. A written report on the City's existing liability insurance policies, including a summary of existing policies and recommended changes and improvements to existing policies by September 30, 2012.**

 - B. A written report summarizing opportunities for the City to join a Joint Powers Insurance Authority by October 31, 2012.**

 - C. A written report identifying needed risk management policies and procedures by November 30, 2012.**

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

City of Bell Agenda Report

DATE: July 18, 2012

TO: Mayor and Members of the City Council

FROM: Doug Willmore, City Manager

APPROVED
BY:



Doug Willmore, City Manager

SUBJECT: Approve Contract Award for Human Resources Consultant

RECOMMENDATION:

That the City Council approve an agreement, not to exceed \$25,000, to cover the cost of contract human resources consulting services for the period of July 23, 2012, through December 31, 2012.

DISCUSSION OR BACKGROUND:

Since pro bono Human Resources Consultant Dave Hill left, the City has been in need of an outside consultant to provide Human Resources assistance on compensation and classification changes, labor negotiations support, implementation of HR policies and procedures, and analysis and recommendation of short-term and long term changes and improvements that the city can make in the Human Resources area.

After evaluating and interviewing five candidates to fill this temporary part time assignment, I have determined that Kevin Boylan is an excellent candidate. Mr. Boylan has extensive City Human Resources experience and is honored and excited to help the City of Bell. Attached is a copy of Mr. Boylan's resume. He will work on the above named initiatives as well as on other Human Resources projects and initiatives as assigned by the City Manager.

A proposed contract is attached.

FISCAL IMPACT:

The cost will not exceed \$25,000 based on a maximum of 80 hours per month at a rate of \$70/hour and will be covered within the existing budget.

ATTACHMENTS:

Agreement
Resume

CITY OF BELL
CONTRACT SERVICES AGREEMENT FOR
CONSULTANT SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of _____, 2012, by and between the CITY OF BELL, a California municipal corporation herein ("City") and KEVIN BOYLAN (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of \$5,000.00 or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

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

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

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

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding sixty (60) days from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

5.3 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with

Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

different times, of any other rights or remedies for the same default or any other default by the other party.

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

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

8. MISCELLANEOUS

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

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

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

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

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

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

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

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

CITY:

CITY OF BELL, a municipal corporation

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:

By: _____
Name: Kevin Boylan
Title: Contractor

By: _____
Name: _____
Title: _____

Address: _____

Two signatures are required if a corporation

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

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2012 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

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

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor shall perform the following Services under the general direction of the City Manager or designee:

A. Conduct an audit and evaluation of the City's current Personnel Rules, Regulations, Policies and Procedures to determine the City's compliance status with existing federal and state laws. The evaluated functions shall include, but are not limited to:

1. Recruitment and selection practices;
2. Performance management and evaluations systems;
3. Disciplinary practices;
4. Equal employment opportunity/anti-discrimination policies;
5. Fair Labor Standards Act practices;
6. Workers compensation procedures;
7. Drug and alcohol policies; and,
8. Leave and attend policies.

Other evaluated functions shall be audited based on the direction of the City Manager or designee. The priority of activities to be audited shall be based on the direction of the City Manager or designee.

B. Make recommendations on staffing and organization with the purpose of enhancing the human resources management systems' ability to meet the needs of user departments.

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

A. Written audit report detailing the evaluation of the City's current Personnel Rules, Regulations, Policies and Procedures as set forth in Section I.A. of this Exhibit A.

B. Written recommendations on staffing and organization of human resources management as set forth in Section I.B. of this Exhibit A.

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

A. N/A

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

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

A. Kevin Boylan

VI. The following provisions of the Agreement are revised as shown below.

A. 3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding six (6) months from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "C").

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks:

		RATE	SUBBUDGET
A.	Task A	\$70.00 per hour	\$12,500.00
B.	Task B	\$70.00 per hour	\$12,500.00

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$25,000.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

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

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	As requested by City	As requested by City
B.	Task B	As requested by City	As requested by City

II. Contractor shall deliver the following tangible work products to the City by the following dates.

A. Written audit report detailing the evaluation of the City's current Personnel Rules, Regulations, Police and Procedures as set forth in Section I.A. of Exhibit A.

B. Written recommendations on staffing and organization of human resources management as set forth in Section I.B. of Exhibit A.

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

Kevin P. Boylan

Professional Experience

Consultant (2007-Present)

Provide independent consulting services involving all aspects of the human resources, employee relations and risk management functions.

Director of Human Resources (1989-2006)

City of Long Beach

Long Beach, California 90802

Directed all human resources, labor relations and risk management activities for an organization of 6,000 full and part-time employees serving a city of 491,000 residents. Reported directly to the City Manager. Made frequent presentations to the City Council, both in closed session as well as during Council meetings. Served as primary human resources representative in all interactions with the City Council, management staff, nine labor organizations and the community.

Director of Human Resources (1984-1989)

Los Angeles Community Redevelopment

Agency

Los Angeles, California 90012

Los Angeles City Council. Served as primary human resources representative in all interactions with the City Council, management staff, nine labor organizations and the community. Directed all human resources, labor relations and risk management activities for an organization of 400 full and part-time employees serving a city of 4 million residents in matters related to community redevelopment and revitalization. Reported directly to the Agency Administrator. Made frequent presentations to the Agency Board of Commissioners, executive staff and members of the

resources and labor relations representative in all interactions dealing with the Board of Commissioners, executive staff and all labor organizations.

Personnel/Risk Manager (1978-1984)

City of Cerritos

Cerritos, California 90701

Directed all human resources, labor relations and risk management activities for an organization of 250 full and part-time employees serving a community of 54,000 residents. Reported to the City Manager through the Director of Administrative Services. Made frequent presentations to the City Council, both in closed session and during Council meetings. Served as primary human resources representative to the City Council, executive staff, labor organizations and the workforce.

Education

B.A., University of San Francisco

Graduate Study, University of Arizona

Professional Affiliations

Past President and Executive Board Member

California Public Employers Labor Relations Organization (CalPELRA)

Past President and Executive Board Member

Southern California Public Labor Relations Council (SCPLRC)

Past Vice-President and Executive Board Member

Southern California Personnel Management Association (SCPMA)

Policy Committee Member

League of California Cities

Executive Board Member

California State University – Long Beach

Human Resources Management Advisory Board