City Council Agenda

Regular Meeting

Bell City Council

Wednesday, August 1, 2012

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

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Violeta Alvarez
Vice Mayor

Danny Harber
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

City Council Organization

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

Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting. The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card.* At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

Compliance with Americans with Disabilities Act

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

Statement Regarding Compensation for Members of the Bell City Council

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

CITY OF BELL, CALIFORNIA

MEETING OF THE

Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell Community Redevelopment Agency/ Bell Public Finance Authority

August 1, 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) PUBLIC EMPLOYMENT pursuant to Government Code Section 54957 (b) (1)
   Title: Director of Finance
   Title: Director of Community Services

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

   c) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Rizzo v. ICMA Retirement/City of Bell* CV12-2690

   d) 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))

   e) 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*

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

g) 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.

Consent Calendar

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

Recommendation: Approve items No. 2 through No. 5

2. Approval of Minutes of the Regular Meeting of July 18, 2012 (*Council and Related Agencies)*

3. Approval of General Warrants, Successor Agency to the Bell Community Redevelopment Agency Warrants and Community Housing Authority Warrants dated

August 1, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

4. Approval of Contract for Risk Management Assistance. 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. *(Council)*

5. Approval of Contract for Human Resource Consultant, 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. *(Council)*

Public Hearing

The following items have been posted as a Public Hearing as required by law. The Mayor will open the meeting to receive public testimony only on the Public Hearing item.

6. Conduct the Public Hearing to Adopt Resolution No. 2012-52 Finding the City of Bell to be in Conformance with the Congestion Management Program (CMP) and Adopting the CMP Local Development Report, in Accordance with California Code Section 65089. *(Council)*

Recommendation: Review the Local Development Report, the Public Hearing be Opened and Adopt Resolution No. 2012-52.

<u>RESOLUTION NO. 2012-49:</u> A Resolution of the City Council of the City of Bell, California, Finding the City of Bell to be in Conformance with the Congestion Management Program (CMP) and Adopting the CMP Local Development Report, in Accordance with California Government Code Section 65089.

Business Calendar

7. Consideration of Settlement Agreement with James Corcoran *(Council)*

Recommendation: Consider and approve the attached settlement agreement with former Sergeant James Corcoran. The settlement has been discussed in closed session with the Council on a number of occasions and an agreement consistent with the prior direction has been reached. The terms of the settlement are as follows:

a) **Payment to Corcoran of $240,000 in compensation for lost salary since his separation from the City**
b) **Reinstatement of Corcoran to his former position of Sergeant in the Bell PD as one becomes available**
c) **Payment of $160,000 to Corcoran for his attorney's fees in the case**
d) **Purchase of two years of PERS service credit consistent with the time since separation**

8. Consideration of Settlement Agreement with Consolidated Disposal (Council).

Recommendation: Consider and approve the attached settlement agreement with Consolidated Disposal Services ("CDS").

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

Next Regular Meeting, August 15, 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 27, 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

August 1, 2012

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

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Agenda Category	Item Number	Page Numbers
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CITY OF BELL, CALIFORNIA

MINUTES 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 by Mayor Saleh at 5:08 P.M.

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

Present: Harber, Quintana, Saleh (3)

Absent: Alvarez, Valencia* (2)

Also Present: City Manager Willmore, City Attorney Aleshire, City Clerk Valdez, City Engineer Rodrigue, Captain Miranda, Interim Community Development Director Fong, Interim Community Services Director Kurita, Interim Finance Director Easter and Interim Finance Director Lawrence

*Councilmember Valencia arrived during the Closed Session at 5:30 P.M.

Communications from the Public on Closed Session Items

None

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 at 7:18 PM

Pledge of Allegiance led by Ingrid Marie.

City Attorney Report

The City Attorney reported that all items on the closed session agenda were discussed except item 1 a.) and one case from 1 e.), status reports were given; no reportable actions were taken.

Communications from the Public

The following individuals addressed the City Council on items on the Agenda and/or items not on the agenda: Juan Montanez, Marcos Oliva, Zulemeya Rubio, Alfred Areyan, Victor Portillo, Eduardo Cruz, Elizabeth Martinez, Joe Carmona, Larry Savala, Lorenzo Martinez, Ismael Morales and Juliana Chico Sanchez.

Presentations

Presentation by Southern California Gas was presented by Mike Hammiel.

Presentation by Habitat for Humanity was presented by Erin Rank.

Presentation by Orangeline Development Authority (OLDA) was presented by Michael Kodama.

Certificate of Appreciation In memory of Juan D. Arias.

Consent Calendar

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)*

5. Approval of City Hall Holiday Schedule. *(Council)*

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

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to approve Consent Calendar Items 2, 3, 5 and 6, was approved by the following vote:

Vote:	4-0
Yes:	Councilmembers Harber, Quintna, Valencia and Mayor Saleh
No:	None
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Unanimously Passed.

Item 4 from the Consent Calendar was pulled for further discussion.

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.

It was moved by Councilmember Valencia, seconded by Councilmember Quintana to approve Item 4 of the Consent Calendar and directing staff to provide a follow up report in a month, was approved by the following vote:

Vote:	4-0
Yes:	Councilmembers Harber, Quintna, Valencia and Mayor Saleh
No:	None
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Unanimously Passed.

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)*

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.

Terry Rodrigue, City Engineer provided a brief report on the adoption of 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.

Mayor Saleh opened the public hearing at 8:37 PM.

The following individuals spoke against this item: Jose Moreno, Ismael Morales, Mr. Malecon, Alfred Areyan and Juliana Chico Sanchez.

The following individuals spoke in favor of this item: Merli Alejandre and Marcos Oliva.

Hearing no further testimony for or against this item, Mayor Saleh closed the public hearing at 8:59 PM.

Discussion ensued among the City Council.

It was moved by Councilmember Harber, seconded by Councilmember Quintana, to approve 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, was approved by the following vote:

Vote:	3-1
Yes:	Councilmembers Harber, Quintana and Mayor Saleh,
No:	Councilmember Valencia
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Passed.

Business Calendar

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

Debbie Kurita, Interim Director of Community Services provided a brief report on the Skate Park Budget allocation changes. Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Councilmember Harber, to 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, with the amendment to extend the park hours to 9 PM. And 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, was approved by the following vote:

Vote:	4-0
Yes:	Councilmembers Harber, Quintna, Valencia and Mayor Saleh
No:	None
Abstained:	None

Absent: Vice Mayor Alvarez

Motion Unanimously Passed.

9. Consideration to amend the contract agreement for City Engineer Services with Interwest Consulting Group. *(Council)*

Nancy Fong, Interim Community Development Director provided a brief report on the amendment to the City Engineer Services with Interwest Consulting Group. Discussion ensued among the City Council

It was moved by Councilmember Harber, seconded by Councilmember Quintana, to approve the contract agreement amendment to the City Engineer Services with Interwest Consulting Group, was approved by the following vote:

Vote:	3-1
Yes:	Councilmembers Harber, Quintana and Mayor Saleh
No:	None
Abstained:	Councilmember Valencia
Absent:	Vice Mayor Alvarez

Motion Passed.

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

Vernon Flickin, Consultant, provided a brief report on the Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning contract. Discussion ensued among the City Council.

It was moved by Councilmember Harber, seconded by Councilmember Valencia, to Approve an Agreement with Nationwide Environmental Services for Street Sweeping, Bus Shelter Cleaning and Sidewalk Cleaning in the amount of $285,513.75, was approved by the following vote:

Vote:	4-0
Yes:	Councilmembers Harber, Quintana, Valencia and Mayor Saleh,
No:	None
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Unanimously Passed.

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)*

Terry Rodrigue, City Engineer provided a brief report on this item. Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Councilmember Valencia, to 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, was approved by the following vote:

Vote:	4-0
Yes:	Councilmembers Harber, Quintana, Valencia and Mayor Saleh
No:	None
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Unanimously Passed.

12. Consideration of Contract for Risk Management Assistance. *(Council)*

Doug Willmore, City Manager, provided a brief report for this item.

It was moved by Councilmember Valencia, seconded by Councilmember Harber, to 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, with the change in Exhibit B (II) to not applicable, was approved by the following vote:

Vote:	4-0
Yes:	Councilmembers Harber, Quintana, Valencia and Mayor Saleh
No:	None
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Unanimously Passed.

13. Consideration of Contract for Human Resource Consultant. *(Council)*

Doug Willmore, City Manager, provided a brief report for this item.

It was moved by Councilmember Quintana, seconded by Councilmember Valencia, to 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 adding a provision for work product and Quintana wanted to add a provision for work product and the change in Exhibit B (II) to not applicable, was approved by the following vote: ,

Vote:	4-0
Yes:	Councilmembers Harber, Quintana, Valencia and Mayor Saleh
No:	None
Abstained:	None
Absent:	Vice Mayor Alvarez

Motion Unanimously Passed.

Mayor and City Council Communications

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

Councilmember Valencia thanked the community and staff for their help with the Relay for Life. Also informed that he attended an farewell event for student attending a trip to Secoya National Park, a meeting with John Kelly with TNT, and event with the Army Reserve. Informed that the Lions, Club will have the officer installation, LAUSD will be having a community meeting and the Chamber of Commerce will be having their installation dinner. Also informed that the Mayor and himself had lunch with Bill Stoner and that he attended the Independent Cities Conference in San Diego

Councilmember Quintana informed that the Bell Regional Occupational School will open on August 14, 2012.

Councilmember Harber informed that he participated in the Relay for Life.

Mayor Saleh informed that he also participated in the Relay for Life and informed of upcoming events in the city.

Adjournment

The City Council at 10:48 PM will adjourn in memory of Juan D. Arias.

I, Rebecca Valdez, 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.

_____
Rebecca Valdez, CMC
City Clerk

_____
Ali Saleh, Mayor

General

PY-CY Warrants (7/18-31/12)

City Council Meeting of August 1, 2012

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50193	07/18/12	120802	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 7/20/12	330,553.47
50194	07/18/12	120802	RELIA-TECH COMPUTER MAINT/SUPPLIES	2,222.98
50195	07/26/12	120801	VOID VOID-TEST PRINT	0.00
50196	07/26/12	120801	VOID VOID-TEST PRINT	0.00
50197	07/26/12	120801	AT&T TELEPHONE BILLING-6/2-7/1/12 MTA CONNECTION/SVCS @BELL P.D. TELEPHONE BILLING-6/2-7/1/12 MTA CONNECTION/SVCS @CITY HALL	100.59
50198	07/26/12	120801	CITY OF HUNTINGTON PARK WATER BILLING-5/5-7/6/12 CARMELITA & RANDOLPH	30.73
50199	07/26/12	120801	DELTA DENTAL SERVICE DENTAL INS ADM FEE-JUN'12 DENTAL INS CLAIMS-JUN'12	8,260.83
50200	07/26/12	120801	DEPARTMENT OF INDUSTRIAL W.C. ASSESSMENT-7/1/11-6/30/12	11,751.35
50201	07/26/12	120801	GOLDEN STATE WATER COMPANY WATER BILLING-5/21-6/21/12 4400 GAGE AVE WATER BILLING-5/25-6/27/12 6330 PINE AVE WATER BILLING-5/25-6/27/12 3782 GAGE AVE WATER BILLING-5/25-6/27/12 6250 PINE AVE WATER BILLING-5/25-6/27/12 ATLANTIC & GAGE WATER BILLING-5/25-6/27/12 6301 CLARKSON WATER BILLING-5/25-6/27/12 6707 FP BEAR AVE WATER BILLING-5/25-6/27/12 FLORENCE & WALKER WATER BILLING-5/25-6/27/12 6330 PINE AVE WATER BILLING-5/25-6/27/12 5320 GAGE AVE WATER BILLING-5/25-6/27/12 4403 GAGE AVE WATER BILLING-5/25-6/27/12 ATLANTIC & BECK	4,104.09

8A

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-5/25-6/27/12 6702 FP ORCHARD WATER BILLING-5/25-6/27/12 4460 GAGE AVE	
50202	07/26/12	120801	GOLDEN STATE WATER COMPANY WATER BILLING-5/25-6/27/12 4377 GAGE AVE WATER BILLING-5/25-6/27/12 4200 GAGE AVE WATER BILLING-5/25-6/27/12 6420 WILCOX AVE WATER BILLING-5/25-6/27/12 RIVER DR/SOUTHALL LN WATER BILLING-5/25-6/27/12 6526 WILCOX AVE WATER BILLING-5/25-6/27/12 6500 FP WILCOX AVE WATER BILLING-5/25-6/27/12 6707 BEAR AVE WATER BILLING-5/25-6/27/12 FLORENCE AVE & CHANSLOR WATER BILLING-5/25-6/27/12 5234 GAGE AVE WATER BILLING-5/25-6/27/12 6707 IRR BEAR AVE WATER BILLING-5/22-6/22/12 7006 WALKER	6,886.25
50203	07/26/12	120801	HOME DEPOT CREDIT SERVICES HARDWARE SUPPLIES	2,034.39
50204	07/26/12	120801	KARINA SALAS-PETTY CASH REIMB PETTY CASH REIMB-C.CTR	351.70
50205	07/26/12	120801	SOUTHERN CALIFORNIA EDISON ELETRICAL BILLING-6/8-7/10/12 6707 BEAR AVE-LB PARK ELECTRICAL BILLING-6/13-7/13 6510 CLARKSON AVE ELECTRICAL BILLING-6/13-7/13 6800 OTIS TC1	1,268.84
50206	07/26/12	120801	VISION SERVICE PLAN (CA) VISION INS CLAIMS-JUN'12	943.41
50207	07/26/12	120801	WELLS FARGO BANK W.C. ACCT REPLENISH CK#6583-96	14,510.29
50208	07/26/12	120801	WRIGHT EXPRESS FSC GAS CONSUMPTION-5/30-6/28/12	8,607.63
50209	07/26/12	120802	AT&T TELEPHONE BILLING-6/2-8/1/12 CITY HALL	3,918.66

8B

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50210	07/26/12	120802	VOID VOID-PRINT ERROR	0.00
50211	07/26/12	120802	VOID VOID-TEST PRINT	0.00
50212	07/26/12	120802	GRAPHICLINE SIGN COMPANY PLAQUE-DEDICATION CEREMONY TECHNOLOGY CENTER	1,200.00
50213	07/31/12	120803	A M SANCHEZ REFUND-PARKING CITE#4044530	145.00
50214	07/31/12	120803	AIMS, INC. HP LASERJET 8100S REPAIR-P.D. HP LASERJET P3005N REPAIR-P.D.	538.40
50215	07/31/12	120803	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SERVICES-MAY'12	12,060.06
50216	07/31/12	120803	AMERICAN RELIANCE INC. MOBILE PC MAINT-PATROL/BELL PD	580.45
50217	07/31/12	120803	ART & FRAMES CITY MAP FOR BRIEFING-P.D.	130.50
50218	07/31/12	120803	AULA ATHLETIC CLUB REFEREE SVCS-6/20-7/9/12	1,430.00
50219	07/31/12	120803	AVERY ASSOCIATES LABOR RELATIONS SVCS-JUN'12 LABOR RELATIONS EXP-JUN'12	2,360.60
50220	07/31/12	120803	AZTECA LANDSCAPE LANDSCAPE MAINT-JUN'12	1,300.00
50221	07/31/12	120803	BONDHOLDER COMMUNICATIONS TENDER AGENT SERVICES/PY 50%	42,165.85
50222	07/31/12	120803	BURRO CANYON SHOOTING PARK RANGE FEES-5/11,5/17,5/25,6/4	300.00
50223	07/31/12	120803	CALEA PUBLICATIONS AGENCY ACCREDITATION MANUAL-PD	109.66
50224	07/31/12	120803	CALIFORNIA BUILDING STANDARDS BSAF FEE REPORT	84.60
50225	07/31/12	120803	LUCIA CASTILLO BALLET INSTRUCTOR-6/18-7/23/12	632.00
50226	07/31/12	120803	CHANGE COMMUNITIES CITY CLERK WEBSITE SVCS-JUN'12	500.00

8C

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50227	07/31/12	120803	CITY OF HUNTINGTON PARK CITY MAINT-JUL-DEC'11 FLORENCE AVE & CALIFORNIA AVE EDISON ENERGY COST	283.38
50228	07/31/12	120803	COMMUNICATIONS CENTER RADAR/LIDAR CERTIFICATION-P.D.	75.00
50229	07/31/12	120803	COMSERCO, INC. MAINTENANCE BILLING-JUN'12	1,071.00
50230	07/31/12	120803	CSG CONSULTANTS, INC. PLAN REVIEW SVCS-APR'12 PC #45831,45830 PLAN REVIEW SVCS-MAY'12 PC #45877 #45878 PLAN REVIEW SVCS-JUN'12 PC #45778,45864,45932,45937 PLAN REVIEW SVCS-MAY'12 PC #45872 #45875	3,205.82
50231	07/31/12	120803	DAILY JOURNAL CORP. HEARING NOTICE-BELL/MAYWOOD HEARING NOTICE-PRESS TELEGRAM HEARING NOTICE-ORD#1186 HEARING NOTICE-ORD#1187	865.23
50232	07/31/12	120803	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-JUN'12	9,268.57
50233	07/31/12	120803	DEPT. OF CONSERVATION SMIP FEE REPORT	266.58
50234	07/31/12	120803	VINCENT DIAZ KUNG FU INSTRUCTOR-6/19-7/26	352.80
50235	07/31/12	120803	DUNN-EDWARDS CORP. PAINT SUPPLIES RANGE SUPPLIES PAINT SUPPLIES-P.D. JAIL PAINT SUPPLIES-P.D. JAIL PAINT SUPPLIES	503.32
50236	07/31/12	120803	ENTENMANN-ROVIN CO. BADGES-BELL P.D.	83.20
50237	07/31/12	120803	HILDA ESTRADA INTERPRETATION SVCS-3/7,3/14 3/21 INTERPRETATION SVCS-2/1-22/12 INTERPRETATION SVCS-1/11-28/12 INTERPRETATION SVCS-6/6-13/12 INTERPRETATION SVCS-5/2-6/12 INTERPRETATION SVCS-4/4-25/12	8,137.50

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50238	07/31/12	120803	FEDERAL EXPRESS DELIVERY SVCS-N. FONG DELIVERY SVCS-P. D.	88.05
50239	07/31/12	120803	GREGORIO FERNANDEZ REFUND-PARKING CITE#4037390	118.00
50240	07/31/12	120803	G4S SECURE SOLUTIONS (USA)INC. JAIL SVCS-BELL P.D/MAY'12 JAIL SVCS-BELL P.D/JUN'12	26,465.54
50241	07/31/12	120803	GALLS UNIFORM-Y. INIGUEZ UNIFORM-C. VIZCARRA	988.19
50242	07/31/12	120803	TOM GIBBY BACKGROUND INVEST-C. VIZCARRA BACKGROUND INVEST-F. NUNEZ	1,600.00
50243	07/31/12	120803	GRAFFITI PROTECTIVE COATINGS SIDEWALK STEAM CLEANING-JUN'12 FUEL SURCHARGE-JUN'12 BUS SHELTER CLEANING-JUN'12 FUEL SURCHARGE-JUN'12 STREET SWEEPING-JUN'12 FUEL SURCHARGE-JUN'12	26,288.00
50244	07/31/12	120803	TY HENSHAW PARKING-6/6-8/12	15.00
50245	07/31/12	120803	MICHAEL A. HERNANDEZ REFUND-PARKING CITES 100020545, 4044627, 100023388, 100020846	403.00
50246	07/31/12	120803	TRACY L. HILL SR REFUND-PARKING CITE#100024648	52.50
50247	07/31/12	120803	INTELESYS COMMUNICATIONS TELEPHONE MAINT/REPAIR-C. HALL	110.00
50248	07/31/12	120803	KELDON PAPER COMPANY PAPER-FINANCE	667.99
50249	07/31/12	120803	L.A. COUNTY SHERIFF'S DEPT. INMATE MEAL SVCS-MAY'12	371.40
50250	07/31/12	120803	L.B. JOHNSON HARDWARE CO #1 HARDWARE SUPPLIES-C. HALL BUILDING MAINT HARDWARE SUPPLIES-P. D. MISC BUILDING REPAIRS HARDWARE SUPPLIES-P. D. BUILDING REPAIRS	158.10

8E

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			HARDWARE SUPPLIES-P.D.	
			MISC BUILDING REPAIRS	
			HARDWARE REPAIRS-C.HALL	
			CITY MANAGERS OFFICE	
			HARDWARE REPAIRS-C.HALL	
			CITY MANAGERS OFFICE	
			HARDWARE REPAIRS-P.D.	
			MENS LOCKER ROOM	
			HARDWARE REPAIRS-C.HALL	
			CITY MANAGERS OFFICE	
50251	07/31/12	120803	LAC+USC MEDICAL CENTER	930.00
			MED SVCS-4/26/12 DR#12-1340	
			5/9/12 DR#12-1470	
50252	07/31/12	120803	LD PRODUCTS INC.	1,265.73
			INK CARTRIDGES-BELL P.D.	
			INK CARTRIDGES-BELL P.D.	
			INK CARTRIDGES-BELL P.D.	
			INK CARTRIDGES-BELL P.D.	
			INK CARTRIDGES-BELL P.D.	
50253	07/31/12	120803	JESUS A. LOPEZ	116.00
			REFUND PARKING CITE#100007362	
50254	07/31/12	120803	LOS ANGELES CABLE TELEVISION	500.00
			PRODUCTION SVCS-5/2 & 5/16/12	
50255	07/31/12	120803	MARCELA MARQUEZ	56.50
			REFUND-PARKING CIT#100030831	
50256	07/31/12	120803	MERCURY INS. CO.	537.02
			PD LOSS	
50257	07/31/12	120803	ANTONIO MONTORO	126.39
			PD LOSS	
50258	07/31/12	120803	NATIONAL EMBLEM, INC.	185.00
			UNIFORM PATCHES-BELL P.D.	
50259	07/31/12	120803	OFSI	441.95
			RECORDS PRINTER-6/1-30/12	
			PAYMENT #1	
50260	07/31/12	120803	OCE IMAGISTICS INC.	218.04
			COPIER MAINT/SUPPLIES-JUN'12	
			LB PK	
			COPIER MAINT/SUPPLIES-JUN'12	
			C.CTR	
			COPIER MAINT/SUPPLIES-MAY'12	
			BELL P.D.	
			COPIER MAINT/SUPPLIES-MAY'12	
			BELL P.D.	
			COPIER MAINT/SUPPLIES-JUN'12	

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50261	07/31/12	120803	OCEAN BLUE SVC CALL-CLARKSON AVE GREASE SPILL	8,541.08
50262	07/31/12	120803	PC MALL GOV COPIER MAINT-C.HALL	1,331.35
50263	07/31/12	120803	PECKHAM & MCKENNEY COMMUNITY DEVELPMNT DIR SEARCH PROFESSIONAL FEE	5,000.00
50264	07/31/12	120803	PF DISTRIBUTION CENTER, INC MISC SUPPLIES-BELL P.D.	3,604.52
50265	07/31/12	120803	PIPS TECHNOLOGY INC EQUIPMENT INSTALL/TRAINING-P.D	1,200.00
50266	07/31/12	120803	QUICK DISPENSE MISC SUPPLIES-BELL P.D. MISC SUPPLIES-BELL P.D.	358.26
50267	07/31/12	120803	QUILL CORPORATION OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-BELL P.D. OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE	607.13
50268	07/31/12	120803	ANA MARIA QUINTANA TRAVEL REIMB-6/15/12 CA CITIES:POLICY COMMITTEE MTG TRAVEL REIMB-5/17-19/12 NATIONAL LEAGUE OF CITIES MANHATTAN BEACH	504.63
50269	07/31/12	120803	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-JUN'12 TRAFFIC SIGNAL-JUN'12 RESPONSE CALL OUTS & REPAIRS TRAFFIC SIGNAL MAINT-JUN'12 RESPONSE CALL OUTS & REPAIRS	6,273.93
50270	07/31/12	120803	JOSE RODRIGUEZA REFUND-PARKING CITE#100002407	118.00
50271	07/31/12	120803	ROSE CLEANERS & LAUNDRY BLANKET/TOWEL CLEANING SVCS BELL P.D.-MAY'12 BLANKET/TOWEL CLEANING SVCS BELL P.D.-JUN'12	232.00
50272	07/31/12	120803	SOUTHEAST COMMUNITY COMPUTER TRAINING SVCS-JUN'12	8,975.00

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50273	07/31/12	120803	STANLEY PEST CONTROL CO PEST CONTROL-06/12 3700 GAGE AVE PEST CONTROL-06/12 6707 BEAR AVE PEST CONTROL-6/12 6326-6330 PINE AVE PEST CONTROL-6/12 6250 PINE AVE PEST CONTROL-06/12 6326-6330 PINE AVE PEST CONTROL-06/12 4357 GAGE AVE PEST CONTROL-6/12 6500 WILCOX AVE PEST CONTROL-6/12 5320 GAGE AVE PEST CONTROL-06/12 4400 GAGE AVE PEST CONTROL-6/12 4874 GAGE AVE	396.00
50274	07/31/12	120803	WILLIAM C. STATLER GEN OBLIGATION BOND PLAN	3,500.00
50275	07/31/12	120803	TRANSTECH ENGINEERS, INC PLAN CHECK SVCS-PC #45970	890.45
50276	07/31/12	120803	U.S. HEALTH WORKS BLOOD ALCOHOL DR#12-1675 DR#12-1684	50.00
50277	07/31/12	120803	UNITED SITE SERVICES FENCE RENTAL-6/20-7/17/12 RSAP	357.18
50278	07/31/12	120803	VERMONT SYSTEMS, INC. COMPUTER PRGM SYS MAINT-C.CTR	5,660.01
50279	07/31/12	120803	WELLS LOCK & KEY 3 CAR KEYS-BELL P.D. 4 KEYS-C.CTR	18.00
50280	07/31/12	120803	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-5/1-15/12 VARIOUS LOCATIONS	1,250.00
50281	07/31/12	120803	IRENE ZAMORA HINOJOS REFUND-PARKING CIT#4047380	56.50
50282	07/31/12	120804	JESSICA M. ACOSTA REFUND-PARK PAVILLION DEPOSIT 7/28/12	45.00
50283	07/31/12	120804	ALL ACTION SECURITY	983.25

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SECURITY GUARD SVCS-7/7-14/12	
50284	07/31/12	120804	ALL STATE POLICE EQUIPMENT CO. PD SUPPLIES	424.13
50285	07/31/12	120804	AREA E DISASTER MANAGEMENT BRD MEMBERSHIP DUES-FY 12/13	1,776.00
50286	07/31/12	120804	YOLANDA ARIAS REFUND-HALL DEPOSIT 7/7/12	600.00
50287	07/31/12	120804	BAY ALARM COMPANY ALARM-SVC CHRG/MONITORING FEE 6/7-9/1/12 6250 PINE,6704 ORCHARD,3700 GAGE,6500 WILCOX,4357 GAGE	876.33
50288	07/31/12	120804	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-7/16-31/12	6,500.00
50289	07/31/12	120804	STEVE BELCHER REIMB-FLIGHT TICKETS 7/25-27 E.P./T.C./M.L./A.R.	1,165.40
50290	07/31/12	120804	BONDHOLDER COMMUNICATIONS TENDER AGENT SERVICES/CY 50%	42,165.86
50291	07/31/12	120804	TRISHA CARRERA SUBSISTENCE	103.00
50292	07/31/12	120804	CAUSEY DEMGEN & MORRE PROFESSIONAL SVCS-GOB 2007	2,500.00
50293	07/31/12	120804	CCCA-CALIFORNIA CONTRACT ANNUAL MEMBERSHIP-7/1-6/30/13	2,484.00
50294	07/31/12	120804	COMSERCO, INC. MAINTENANCE BILLING-JUL'12	1,071.00
50295	07/31/12	120804	COUNTY OF LOS ANGELES LAFCO ALLOCATION FY 12/13	594.47
50296	07/31/12	120804	DAILY JOURNAL CORP. HEARING NOTICE-ASMNT HEARING HEARING NOTICE-RES NO. 2012-41 HEARING NOTICE-RES #2012-42	1,409.40
50297	07/31/12	120804	E.C. CONSTRUCTION CO FLORENCE AVE ST RESURFACING	66,775.50
50298	07/31/12	120804	EWING EQUIPMENT-RIVERBED TURF FERTILIZER-TREDER PARK	548.05
50299	07/31/12	120804	THE FLAG SHOP	471.54

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HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			FLAG & POLE	
50300	07/31/12	120804	MANUEL GOMEZ REFUND-TUP#2012-09 DEPOSIT	500.00
50301	07/31/12	120804	GUITAR CENTER MICROPHONE CABLE/4-BUS MIXER MICROPHONE CABLE/WIRELESS SYST	1,424.50
50302	07/31/12	120804	ERICA HERNANDEZ REFUND-HALL RENTAL DEPO 7/14	1,100.00
50303	07/31/12	120804	HUB INTERNATIONAL INSURANCE LIABILITY INSURANCE-C.CTR JULY 2012	586.68
50304	07/31/12	120804	INTELESYS COMMUNICATIONS TELEPHONE MAINT/REPAIR-C.HALL	150.00
50305	07/31/12	120804	ART JIMENEZ CAR RENTAL/AIRPORT PARKING 6/21-23/12	276.04
50306	07/31/12	120804	JOBS AVAILABLE INC. RECREATION SUPERVISOR-7/3/12	280.00
50307	07/31/12	120804	MARISOL LOMELI SUBSISTENCE-7/25-27/12	73.00
50308	07/31/12	120804	MEDINA CONSTRUCTION LANDSCAPING MAINT-JUL'12 PW/GEN MAINT SVCS-JUL'12 LANDSCAPING MAINT-JUL'12	24,175.00
50309	07/31/12	120804	ANTONIO MONTORO REFUND-PARKING CITE#4041150	120.00
50310	07/31/12	120804	NORTHGATE GONZALEZ MARKET #10 REFUND-TUP#2011-20 DEPOSIT REFUND-TUP#2012-03 DEPOSIT REFUND-TUP#2011-34 DEPOSIT REFUND-TUP#2012-12 DEPOSIT REFUND-TUP#2012-13 DEPOSIT	2,500.00
50311	07/31/12	120804	ORANGE COUNTY SHERIFF'S DEPT TUITION-8/7/12 G.J/J.A/D.R.	25.80
50312	07/31/12	120804	ESBEYDA PIMENTEL SUBSISTENCE-7/25-27/12	30.00
50313	07/31/12	120804	QUICK DISPENSE MISC SUPPLIES-BELL P.D.	206.36
50314	07/31/12	120804	REPUBLIC ITS INC REPLACE TRAFFIC SIGNAL-7/2/12	2,115.00

8J

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			FLORENCE & WALKER	
50315	07/31/12	120804	AMANDA RIOS REFUND-HALL DEPOSIT 6/23/12	600.00
50316	07/31/12	120804	ANGELA RUIZ CAR RENTAL FUEL-7/13-14/12 CAR RENTAL-7/13-14/12 LODGING REIMB-7/25-27/12 ROOM RENTAL-7/13-14/12 LAX PARKING-7/13-14/12 SUBSISTENCE	976.57
50317	07/31/12	120804	PETER MENDOZA SANTANA SAFEKEEPING-DR#12-886	366.86
50318	07/31/12	120804	SAVAS SIGNWORKS 4TH OF JULY STREET BANNER	1,479.00
50319	07/31/12	120804	SECURITY SIGNAL DEVICES SECURITY ALARM MONITORING 7/1-9/30/12-BELL P.D. CCTV SVC CONTRACT-7/1-9/30/12	474.60
50320	07/31/12	120804	SOUTHEAST SPORTS CENTER UNIFORMS-BASEBALL	2,164.70
50321	07/31/12	120804	SPECTRA ASSOCIATES, INC. ARCHIVAL RECORD PAPER	457.80
50322	07/31/12	120804	TOP SECURITY SERVICE, INC. SERVICE-OFF DUTY OFFICERS 7/12-16/12	3,500.00
50323	07/31/12	120804	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-AUG'12 C.H.	391.50
50324	07/31/12	120804	TRAINING INNOVATIONS, INC TMS SOFTWARE SUBS-FY 12/13	600.00
50325	07/31/12	120804	TRIANGLE SPORTS, INC SUPPLIES	5,653.91
50326	07/31/12	120804	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-JUL'12	85.50
50327	07/31/12	120804	eCIVIS, INC. GN TRACKING & REPORTING/ RESEARCH/KNOWLEDGE BASE 3 USER LICENSES	5,000.00
TOTAL	135 CHECKS			779,626.92
WO000698	07/16/12	120805	US BANK	7,115,660.57 8K

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			2007 GOB ESCROW AGENT	
W0000699	07/16/12	120805	DTC 2007 GOB SETTLEMENT FOR TENDER	11,090,036.61
W0000700	07/24/12	120805	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 7/20/12	14,884.83
W0000701	07/25/12	120805	US BANK 2005 BPFA TPRB-DEBT SVC PYMT PRINCIPAL & INTEREST	782,141.00
W0000702	07/26/12	120805	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-7/20 NORMAL/HOLIDAY	62,226.05
W0000703	07/27/12	120805	US BANK 2007 GOB-DEBT SVC PYMT PRINCIPAL & INTEREST	1,185,050.00
W0000704	07/27/12	120805	WELLS FARGO BANK W.C. ACCOUNT REPLENISH	9,000.00
W0000705	08/01/12	120806	US BANK 2004 GOB-DEBT SVC PYMT PRINCIPAL & INTEREST	700,959.38
TOTAL	8 WIRES			20,959,958.44
TOTAL				21,739,585.36

8L

Successor Agency to the Bell Community Redevelopment Agency

PY-CY Warrants (7/18-31/12)

City Council Meeting of August 1, 2012

8M

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5497	07/31/12	120811	VOID VOID-TEST PRINT	0.00
5498	07/31/12	120811	VOID VOID-TEST PRINT	0.00
5499	07/31/12	120811	ROSENOW SPEVACEK GROUP PROF SVCS-SUCCESSOR TRANS 6/1-29/12	8,556.30
TOTAL	3 CHECKS			8,556.30

8N

Bell Community Housing Authority

PY-CY Warrants (7/18-31/12)

City Council Meeting of August 1, 2012

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1954	07/26/12	120821	VOID VOID-TEST PRINT	0.00
1955	07/26/12	120821	VOID VOID-TEST PRINT	0.00
1956	07/26/12	120821	THE GAS COMPANY GAS BILLING-6/11-7/11/12 6304 KING AVE/LAUNDRY-BCHA	139.70
1957	07/26/12	120821	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/13-7/13 6633 PINE AVE-BCHA	55.38
1958	07/26/12	120831	AT&T TELEPHONE BILLING-6/4-7/3/12 FVMHP TELEPHONE BILLING-6/4-7/3/12 BMHP	307.17
1959	07/26/12	120831	THE GAS COMPANY GAS BILLING-5/14-6/14/12 5246 FLORENCE AVE-FVMHP	575.45
1960	07/26/12	120831	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-5/30-6/28 5162 FLROENCE AVE-FVMHP	6,487.33
1961	07/26/12	120831	TRACT 180 WATER COMPANY WATER BILLING-5/1-6/30/12 5162 FLORENCE AVE-FVMHP WATER BILLING-5/1-6/30/12 5246 FLORENCE AVE-FVMHP WATER BILLING-5/1-6/30/12 5246 FLORENCE AVE-FVMHP WATER BILLING-5/1-6/30/12 5220 FLORENCE AVE-FVMHP WATER BILLING-5/1-6/30/12 5162 FLORENCE AVE-FVMHP WATER BILLING-5/1-6/30/12 5246 FLORENCE AVE-FVMHP WATER BILLING-5/1-6/30/12 4738 FLORENCE AVE-FVMHP	6,555.99
1962	07/26/12	120832	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-JUL'12 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-JUL'12 5162 FLORENCE AVE-FVMHP WASTE/RECYCLING SVCS-JUL'12 5246 FLORENCE AVE-FVMHP	5,971.38
1963	07/31/12	120823	BELL GLASS SHOP SUPPLY/INSTALL WINDOW SCREENS	102.42

8P

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6330 PINE AVE-BCHA	
1964	07/31/12	120823	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SERVICES-MAR'12 BCHA	1,200.00
1965	07/31/12	120823	CARLOS REYES KITCHEN COUNTER-TOP 6419 PROSPECT APT E-BCHA	650.00
1966	07/31/12	120823	WELLS LOCK & KEY SVC CALL/LOCK + INSTALL 6419 PROSPECT #E-BCHA	65.00
1967	07/31/12	120824	HECTOR TORRES VARIOUS REPAIRS-6304 #A KING VERTICAL BLINDS-LIVING ROOM/ KITCHEN/BEDROOM	528.10
1968	07/31/12	120833	BELL GLASS SHOP WINDOW GLASS-4874 GAGE/BMHP	61.97
1969	07/31/12	120833	BOGNER POOLS REPLACED POOL HEATER-FVMHP	3,550.00
1970	07/31/12	120833	FIRST CHOICE MISC SUPPLIES-BMHP MISC SUPPLIES-FVMHP	153.05
1971	07/31/12	120833	FRAZEE PAINT CURB PAINT-FVMHP	103.31
1972	07/31/12	120833	VIRGINIA GARCIA REFUND-SECURITY DEPOSIT	686.30
1973	07/31/12	120833	JAIME MORA LEPE JANITORIAL SVCS-JUN'12 BMHP	1,040.00
1974	07/31/12	120833	MEDINA CONSTRUCTION MAINT SVCS-4874 GAGE AVE/BMHP CLOSED OFF ELECTRICITY BOX	38.00
1975	07/31/12	120833	PETERSEN POOL & SPA POOL MAINT/SUPPLIES-JUN'12 5162 FLORENCEAVE-FVMHP	590.00
1976	07/31/12	120833	WELLS LOCK & KEY 20-KEYS/FVMHP 6-KEYS/PADLOCK-FVMHP SVC CALL/LOCK + KEYS	137.20
1977	07/31/12	120834	FIRST CHOICE MISC SUPPLIES-BMHP MISC SUPPLIES-FVMHP MISC SUPPLIES-FVMHP	262.65

8Q

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1978	07/31/12	120834	MARTHA FONSECA MANAGEMENT SVCS-7/1-31/12 EVENINGS/WEEKENDS-FVMHP	585.00
1979	07/31/12	120834	BETSY GARCIA MANAGEMENT SVCS-JUL'12 BMHP	585.00
1980	07/31/12	120834	PETERSEN POOL & SPA POOL MAINT/SUPPLIES-JUL'12	732.50
1981	07/31/12	120834	WELLS LOCK & KEY SVC CALL/LOCK-FVMHP 10-KEYS/BMHP	85.00
TOTAL	28 CHECKS			31,247.90

8R

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 August, 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 "B" 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 "C" 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 "B" 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 "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 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 "D").

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: Curtis Stephan
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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

1. Services of Contractor

   - Section 1.4 is deleted in its entirety.

2. Compensation

   - Section 2.4 is deleted in its entirety.

3. Performance Schedule

   - Sections 3.1 and 3.4 are deleted in their entirety.

   - Section 3.5 is revised in its entirety as follows:

   Term: Consultant's services shall commence on July 23, 2012 (the "effective date") and shall remain in full force and effect until and terminate on or before December 31, 2012, unless earlier terminated by either party in writing.

4. Insurance and Indemnification

   - Sections 5.1(a) and (b) are deleted in their entirety.

5. Records, Reports, and Release of Information

   - The following Section 6.3 is added:

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 the 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 the 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 the 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 the 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. The 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 the City and to provide the 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 the City to control, direct, or rewrite said response.

6. Miscellaneous

- Section 8.3 is revised to add the following sentence at the end:

  "Should Consultant have a change of address, he shall immediately inform the City in writing of the change."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks:

See Exhibit "A" above.

II. 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.

III. 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.

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

IV. The total compensation for the Services shall not exceed $25,000 at the rate of seventy dollars ($70) per hour, as provided in Section 2.1 of this Agreement.

V. 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.

N/A.

EXHIBIT "D"
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

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 "B" 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 "D" 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 "B" 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 "D". 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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.

C. Assist the City in implementing new compensation and classification policies, procedures.

D. Assist the City in labor negotiation analysis and support.

E. Assist the City in other Human Resource duties and functions at the request of the City Manager or his designee.

II. 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 the 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 the 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 the 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 the 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. The 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 the City and to provide the 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 the City to control, direct, or rewrite said response.

III. 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, Police 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.

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

A. N/A

V. 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.

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

A. Kevin Boylan

EXHIBIT "B"

SUPERSEDING PROVISIONS

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

Section 5.1(a) and (b) are deleted in their entirety.

Section 5.3 is deleted in its entirety.

Section 3.5 "Term" is revised in its entirety as follows:

> 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.

40

EXHIBIT "C"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all services timely in accordance with any schedule requested by the 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.

EXHIBIT "D"

SCHEDULE OF COMPENSATION

I. 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.

II. The total compensation for the Services shall not exceed $25,000.00 as provided in Section 2.1 of this Agreement.

City of Bell

Agenda Report

DATE: August 1, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong AICP, Interim Community Development Director

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: ADOPTION OF THE LOCAL DEVELOPMENT REPORT (LDR) CERTIFYING THAT THE CITY OF BELL MEETS THE CONFORMITY CRITERIA OF THE 2010 CONGESTION MANAGEMENT PROGRAM (CMP); AND APPROVAL OF RESOLUTION NO. 2012-52

RECOMMENDATION

Staff recommends that the Local Development Report be reviewed, the public hearing be opened, and that the City Council adopt City Council Resolution No. 2012-52 entitled:

RESOLUTION 2012-52 FINDING THE CITY OF BELL TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

SUMMARY

It is recommended that the City Council conduct a required Public Hearing and approve Resolution No. 2012-52, adopting the 2208 Local Development Report (LDR) certifying that the City of Bell meets the conformance criteria of the current Congestion Management Program (CMP).

BACKGROUND

The CMP was enacted by the state Legislature with the passage of Assembly Bill 471 (1989) as amended by Assembly Bills 1791 (1990), 1435 (1992), 3093 (1992), and 1963 (1994). The aim of the CMP legislation is addressing congestion relief and the diminishing quality of life occurring in many communities. With voter approval of Proposition 111, requirements of the CMP became

effective in June 1990. The Los Angeles Metropolitan Transportation Authority (MTA) is responsible for the administration of the CMP.

Among other things, the CMP requires tracking development activity and transportation improvements in the City of Bell. Under the CMP, development activity is associated with debits and transportation improvements are linked with generating credits. The intent of the CMP is to balance these two factors. Also, jurisdictions must adopt and submit to MTA a Local Development Report (LDR), which should indicate a jurisdiction's positive balance when the development activity debits are weighed against the transportation improvement credits. Those jurisdictions with a negative balance will be determined to be in non-compliance with the CMP. Such non-compliance may result in the withholding of gas tax revenues or eligibility for transportation grant funds.

The LDR demonstrates whether the City is in compliance with the requirements of the CMP. According to the CMP, the LDR must include:

- Resolution of Compliance
- Deficiency Plan Summary
- New Development Activity Report

The LDR for the City of Bell indicates that the City is in conformance with the CMP. Specifically, the summary page of the LDR (Section I, page 1) summarizes the information inputted into the LDR's other tabs (which is automatically calculated), and depicts a positive balance for development activity.

CITY OF BELL

RESOLUTION NO. 2012-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, FINDING THE CITY OF BELL TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

WHEREAS, California Government Code Section 65089 requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

WHEREAS, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

WHEREAS, the City of Bell has prepared a Local Development Report dated July 18, 2012; and

WHEREAS, the City Council held a noticed public hearing on August 1, 2012 to consider the findings and analysis in the Local Development Report and conformance with the CMP requirements.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF BELL HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Bell has taken all of the following actions, and that the City of Bell is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

By June 15, of odd-numbered years, the City of Bell will conduct annual traffic counts and calculated levels of service for selected arterial intersections, consistent with the requirements identified in the CMP Highway and Roadway System chapter.

The City of Bell has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City of Bell has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City of Bell has adopted a Local Development Report, attached hereto and

made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City of Bell with transportation improvements, and demonstrates that the City of Bell is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

SECTION 2. That the City of Bell Clerk shall certify the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

PASSED, APPROVED and ADOPTED this 1st day of August 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 No. 2012-52 is the original resolution adopted by the Bell City Council at its regular meeting held on the 1st day of August 2012 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Rebecca Valdez, CMC, City Clerk

City of Bell **Date Prepared:** July 19, 2012

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Contact: Carlos M. Chacon
Phone Number: (323) 588-6211 Ext. 204

CONGESTION MANAGEMENT PROGRAM FOR LOS ANGELES COUNTY

2011 DEFICIENCY PLAN SUMMARY

*** IMPORTANT: All "#value!" cells on this page are automatically calculated. Please do not enter data in these cells.**

DEVELOPMENT TOTALS

RESIDENTIAL DEVELOPMENT ACTIVITY	Dwelling Units
Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

COMMERCIAL DEVELOPMENT ACTIVITY	1,000 Net Sq.Ft.[2]
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

NON-RETAIL DEVELOPMENT ACTIVITY	1,000 Net Sq.Ft.[2]
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

OTHER DEVELOPMENT ACTIVITY	Daily Trips
ENTER IF APPLICABLE	0.00
ENTER IF APPLICABLE	0.00

EXEMPTED DEVELOPMENT TOTALS	
Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

City of Bell **Date Prepared:** July 19, 2012

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Enter data for all cells labeled "**Enter.**" If there are no data for that category, enter "0."

PART 1: NEW DEVELOPMENT ACTIVITY

RESIDENTIAL DEVELOPMENT ACTIVITY	
Category	**Dwelling Units**
Single Family Residential	**0.00**
Multi-Family Residential	**0.00**
Group Quarters	**0.00**
COMMERCIAL DEVELOPMENT ACTIVITY	
Category	**1,000 Gross Square Feet**
Commercial (less than 300,000 sq.ft.)	**0.00**
Commercial (300,000 sq.ft. or more)	**0.00**
Freestanding Eating & Drinking	**0.00**
NON-RETAIL DEVELOPMENT ACTIVITY	
Category	**1,000 Gross Square Feet**
Lodging	**0.00**
Industrial	**0.00**
Office (less than 50,000 sq.ft.)	**0.00**
Office (50,000-299,999 sq.ft.)	**0.00**
Office (300,000 sq.ft. or more)	**0.00**
Medical	**0.00**
Government	**0.00**
Institutional/Educational	**0.00**
University (# of students)	**0.00**
OTHER DEVELOPMENT ACTIVITY	
Description (Attach additional sheets if necessary)	**Daily Trips** (Enter "0" if none)
ENTER IF APPLICABLE	**0.00**
ENTER IF APPLICABLE	**0.00**

City of Bell **Date Prepared:** July 19, 2012

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Enter data for all cells labeled "**Enter.**" If there are no data for that category, enter "0."

PART 2: NEW DEVELOPMENT ADJUSTMENTS

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

RESIDENTIAL DEVELOPMENT ADJUSTMENTS	
Category	**Dwelling Units**
Single Family Residential	**0.00**
Multi-Family Residential	**0.00**
Group Quarters	**0.00**
COMMERCIAL DEVELOPMENT ACTIVITY	
Category	**1,000 Gross Square Feet**
Commercial (less than 300,000 sq.ft.)	**0.00**
Commercial (300,000 sq.ft. or more)	**0.00**
Freestanding Eating & Drinking	**0.00**
NON-RETAIL DEVELOPMENT ACTIVITY	
Category	**1,000 Gross Square Feet**
Lodging	**0.00**
Industrial	**0.00**
Office (less than 50,000 sq.ft.)	**0.00**
Office (50,000-299,999 sq.ft.)	**0.00**
Office (300,000 sq.ft. or more)	**0.00**
Medical	**0.00**
Government	**0.00**
Institutional/Educational	**0.00**
University (# of students)	**0.00**
OTHER DEVELOPMENT ACTIVITY	
Description (Attach additional sheets if necessary)	**Daily Trips** (Enter "0" if none)
ENTER IF APPLICABLE	**0.00**
ENTER IF APPLICABLE	**0.00**

City of Bell **Date Prepared:** July 19, 2012

2012 CMP Local Development Report

Reporting Period: JUNE 1, 2011 - MAY 31, 2012

Enter data for all cells labeled **"Enter."** If there are no data for that category, enter "0."

PART 3: EXEMPTED DEVELOPMENT ACTIVITY

(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)

Low/Very Low Income Housing	0	Dwelling Units
High Density Residential Near Rail Stations	0	Dwelling Units
Mixed Use Developments Near Rail Stations	0	1,000 Gross Square Feet
	0	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	0	1,000 Gross Square Feet
	0	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	0	1,000 Gross Square Feet
	0	Dwelling Units
Total Dwelling Units	0	
Total Non-residential sq. ft. (in 1,000s)	0	

Exempted Development Definitions:

1. Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
   - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
   - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
2. High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
3. Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
4. Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
5. Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
6. Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.

City of Bell
Agenda Report

DATE: August 1, 2012

TO: Mayor and Members of the City Council

FROM: Dave Aleshire, City Attorney

SUBJECT: Approve Settlement Agreement with James Corcoran

RECOMMENDATION:

That the City Council consider and approve the attached settlement agreement with former Sergeant James Corcoran. The settlement has been discussed in closed session with the Council on a number of occasions and an agreement consistent with the prior direction has been reached. The terms of the settlement are as follows:

- Payment to Corcoran of $240,000 in compensation for lost salary since his separation from the City
- Reinstatement of Corcoran to his former position of Sergeant in the Bell PD as one becomes available
- Payment of $160,000 to Corcoran for his attorney's fees in the case
- Purchase of two years of PERS service credit consistent with the time since separation

BACKGROUND AND DISCUSSION:

1. Sergeant Corcoran Resigns: Plaintiff James Corcoran is an eighteen year veteran of the Bell Police Department ("BPD"). He has no prior disciplinary action.

Plaintiff retired on April 27, 2010 before he was interviewed in the internal affairs investigation. He alleges that the retirement was forced and that he was the victim of retaliation.

Following his resignation, on July 26, 2010, Sergeant Corcoran filed a complaint for damages setting forth two causes of action for retaliation pursuant to Labor Code 1102.5, and in violation of the California Fair Employment and Housing Act ("FEHA"). Plaintiff received a right to sue letter from the Department of Fair Employment and Housing ("DFEH") on March 29, 2010. He exhausted his administrative remedies.

2. Background to Complaint: After Randy Adams became the City's new Chief of Police, it was determined to improve patrol deployment to Team Policing which was implemented in November 2009. Plaintiff's transfer from a detective assignment to a patrol assignment was a structural change within the BPD. The BPD was reorganized into six teams with a sergeant supervising each team. To facilitate this reorganization, Plaintiff, who was the senior sergeant in the BPD, was transferred from detectives to patrol. At that time, the BPD had six sergeants. The detective sergeant's position was not refilled, and a lieutenant assumed the supervisory responsibility for the Detective Bureau.

Shortly after the implementation of Team Policing, Chief Adams learned second-hand of alleged incidents of insubordination by Plaintiff, as well as inappropriate and offensive comments allegedly made by Plaintiff about police administration and City officials. Adams placed Plaintiff on administrative leave effective January 19, 2010.

Prior to completion of the investigation or any action, Plaintiff resigned his position and commenced this action against the City. Plaintiff's position was that he was a whistleblower trying to protect the City in light of the scandals which were coming to light and the administrative investigation was retaliatory.

3. Mediation: After significant litigation undertaken by the prior City Attorney, A&W became involved as the case was scheduled for mediation. The case was mediated. The mediator, an experienced retired Federal District Court, Judge Dickran Tevrizian, was of the opinion that the case had an exposure in excess of three million dollars against the City. This was based on the causes of action for retaliation. He believed that this would be based on the history of the City, the Plaintiff's claim of election irregularities and influence from former City Manager Rizzo on the overall operations of the City. Judge Tevrizian was of the opinion that the City in its defenses could not overcome the scandal which has affected the City and it will affect the jury's deliberations as they apply to Plaintiff.

Further, he found that Plaintiff had essentially a clean record prior to the advent of former Chief Randy Adams and that Plaintiff's complaints or "whistle blowing" were directed at the heart of the corruption within the City. Therefore, the Judge believed that even though punitive

damages were not permitted in this case, since the sole defendant is a government entity, that there would be a punitive aspect in a verdict.

4. Reinstatement: Following the mediation, the parties discussed potential settlement of the dispute initially, the amounts discussed were in excess of one million dollars. The new Chief, Steve Belcher did an assessment of Sergeant Corcoran's history in the department and whether it would be possible to reinstate him and utilize his services. Chief Belcher concluded that this was possible. Accordingly, a settlement agreement was negotiated based upon reinstating Corcoran into the department. Accordingly, the principal elements of the settlement include $240,000 in compensation for lost salary since his separation and additionally, $160,000 in attorneys' fees.

ATTACHMENTS: Settlement Agreement

SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. PARTIES

This Settlement Agreement and General Release (hereinafter referred to as the "SETTLEMENT AGREEMENT") dated May ____, 2012 is entered into by and between JAMES CORCORAN, an individual (hereinafter referred to as "CORCORAN"), and the CITY OF BELL, a municipal corporation (hereinafter referred to as "BELL"), (hereinafter CORCORAN and BELL will be collectively referred to as the "PARTIES") with reference to the following recitals:

2. RECITALS

2.1 CORCORAN was employed by BELL as a Police Officer until April 10, 2010.

2.2 Thereafter, a dispute arose between CORCORAN and BELL, wherein CORCORAN claims that BELL terminated him for allegedly unlawful and retaliatory reasons, Bell denies said allegations (the "DISPUTE").

2.3 On or about July 26, 2010, CORCORAN filed a lawsuit in the Superior Court, County of Los Angeles, entitled *JAMES CORCORAN v. CITY OF BELL, ET AL*, Case No. BC442280 (the "ACTION") in connection with the DISPUTE.

2.4 The PARTIES now wish to settle any and all claims concerning the DISPUTE and the ACTION, including, without limitation, any matter that could have been alleged in the same, and any and all disputes concerning CORCORAN's employment with BELL.

2.5 As part of this SETTLEMENT AGREEMENT and in accordance with all applicable state and federal laws, CORCORAN acknowledges that CORCORAN has been properly advised of CORCORAN's post employment rights, including but not limited to, CORCORAN's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

2.6 BELL desires to resolve all of the disputes CORCORAN may have with BELL and enters into this SETTLEMENT AGREEMENT to finally, fully and comprehensively settle all such disputes and all claims for damages, extra costs, or compensation of any nature whatsoever that are in any way related to CORCORAN's employment with or claims against BELL.

2.7 Settlement of this action is contingent on the reinstatement of CORCORAN as a Police Officer to the Bell Police Department.

2.8 Each of the above Recitals is incorporated in full by this reference into the SETTLEMENT AGREEMENT as material and binding terms in the same.

CORCORAN's Initials JC

3. CONSIDERATION

3.1 In exchange for the waivers and releases set forth herein and entry of a dismissal with prejudice, BELL shall issue a total settlement payment (the "SETTLEMENT PAYMENT") of Four Hundred Thousand Dollars ($400,000.00).

3.2 Payment shall be made as follows:

- $160,000 to be paid within five (5) days upon BELL's receipt of a court approved request for dismissal with prejudice of the ACTION; thereafter
- $120,000 on January 10, 2013; and
- $120,000 on June 10, 2014.

3.3 Upon the successful completion of a physical and mental examination by medical professionals of BELL's choosing; successful completion of a background investigation, and weapon range qualification, CORCORAN shall be reinstated to his employment with BELL, with the position and rank of Police Officer. Failure of these reinstatement examination requirements by CORCORAN will relieve BELL of any obligation to reinstate CORCORAN. At such time as a sergeant position becomes available, if CORCORAN has performed satisfactorily, he will be reinstated to the rank of sergeant.

In the event CORCORAN is not reinstated to his employment with BELL, with the position and rank of Police Officer, any information obtained by BELL or its agents through and by the required reinstatement exams discussed in this paragraph shall be sealed and not be used in this litigation for any reason.

3.4 BELL will further credit two years to CORCORAN's retirement account with CalPERS effective 30 days after execution of this AGREEMENT.

3.5 The PARTIES hereto are mindful of the fact that over the last two years significant corruption has been exposed in Bell and the City has been subject to numerous investigations and audits, and a number of lawsuits. All of the City's former councilmembers and management team have been replaced and the City's financial reserves have been drained. This has had an impact in the Police Department, the City's most expensive function. One concept to address the financial challenge has been to provide law enforcement services to Cudahy, which would require an expansion of the Department. If no agreement is reached in those negotiations, it is likely that the Los Angeles County Sheriffs' Department will be approached to assume policing functions within the BELL. The outcome of such negotiations cannot be predicted. CORCORAN is aware of these possibilities and has been given no representations concerning the outcomes and CORCORAN agrees to essentially share the risk with all other members of the Bell Police Department, should Department be eliminated and/or its functions assumed by the Los Angeles County Sheriffs' Department.

3.6 In exchange for the SETTLEMENT PAYMENT provided for herein, CORCORAN, on his own behalf and on behalf of CORCORAN's spouse, heirs, representatives, successors, and assigns (hereinafter collectively referred to as the "RELEASING PARTIES"), hereby releases, acquits, and forever discharges BELL, and BELL's respective predecessors, successors, assigns, current and former elected and appointed officials, current and former agents, officers, employees, representatives, attorneys, and all persons and entities acting by,

CORCORAN's Initials JC

through, under, or in concert with any of them, and each of them (hereinafter collectively referred to as the "RELEASED PARTIES") from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which the RELEASING PARTIES now have or may acquire in the future, or which the RELEASING PARTIES ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE defined herein (hereinafter referred to collectively as the "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. The RELEASING PARTIES expressly acknowledge that the CLAIMS forever barred by this SETTLEMENT AGREEMENT specifically include, but are not limited to, claims based upon any alleged fraudulent inducement into contract, breach of contract, retaliation in violation of Government Code §§ 12900 *et seq.*, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§ 12900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation, and include, without limitation, any and all claims in the DISPUTE and/or the ACTION, and/or any and all matters that could have been alleged in said ACTION by CORCORAN.

3.7 The PARTIES each represent and warrant that they have not filed any complaint(s), cross-complaint(s) and/or charge(s) (other than the ACTION) against the RELEASED PARTIES, arising out of or relating to the ACTION and/or DISPUTE, with any local, state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against any party, or its predecessors, successors, heirs, assigns, employees, shareholders, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of CORCORAN or any other party, whenever filed, that party will request such agency or court to withdraw and dismiss the matter forthwith.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L.101-433, 104 Stat. 978 (1990))

CORCORAN's
Initials SL

further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, CORCORAN acknowledges that CORCORAN knowingly and voluntarily, for just compensation in addition to anything of value to which CORCORAN was already entitled, waives and releases any rights CORCORAN may have under the ADEA and/or OWBPA. CORCORAN further acknowledges that CORCORAN has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by CORCORAN;

(b) CORCORAN is aware of, and/or has been advised of, CORCORAN's rights under the ADEA and OWBPA, and of the legal significance of the waiver of any possible claims CORCORAN currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) CORCORAN is entitled to a reasonable time of at least twenty-one (21) calendar days within which to review and consider this AGREEMENT and the waiver and release of any rights CORCORAN may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of CORCORAN's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one calendar (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;

(e) CORCORAN has been advised by this writing that CORCORAN should consult with an attorney prior to executing this AGREEMENT;

(f) CORCORAN has discussed this waiver and release with, and been advised with respect thereto by, CORCORAN's counsel of choice, or acknowledges having the opportunity to do so and having freely chosen not to use counsel, and CORCORAN does not need any additional time within which to review and consider this AGREEMENT;

(g) CORCORAN has seven (7) calendar days following CORCORAN's execution of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Severance Agreement and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT, and ten (10) calendar days have passed since CORCORAN's execution and no revocation has been served ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, CORCORAN understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

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Initials JC

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

CORCORAN, being aware of section 1542, hereby expressly waives any and all rights that CORCORAN may have thereunder, as well as under any other statute or common law principles of similar effect under the laws of any state or the United States. This AGREEMENT shall act as a general release of all claims, whether such claims are currently known or unknown, foreseen or unforeseen including, without limitation, any claims for damages resulting from any acts or omissions which occurred on or before the date of this AGREEMENT. Thus, notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of the CITY PARTIES, CORCORAN expressly acknowledges that this AGREEMENT is intended to include in its effect, without limitation, all released claims which CORCORAN does not know or suspect to exist in CORCORAN's favor at the time of execution hereof, and that this AGREEMENT contemplates the extinguishment of all such released claims.

6. WAIVER OF ADDITIONAL CLAIMS

CORCORAN hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1 Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge they have been represented or could have been represented by counsel of their own choice in the negotiation of this AGREEMENT; they have read this AGREEMENT; they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so; and they are fully aware of the contents of this AGREEMENT and of its legal effect.

8. REPRESENTATIONS AND WARRANTIES

Each of the PARTIES to this SETTLEMENT AGREEMENT represents and warrants to, and agrees with, each other party as follows:

8.1 Advice of Counsel: Each party has received independent legal advice from its attorney(s) with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this SETTLEMENT AGREEMENT. The PARTIES acknowledge that they have read this SETTLEMENT AGREEMENT thoroughly; that they have had this SETTLEMENT AGREEMENT fully explained to them by their counsel and have had such opportunity to do so; and that they are fully aware of the contents of this

CORCORAN's
Initials JC

SETTLEMENT AGREEMENT and its legal effect, and the PARTIES warrant and represent that they fully understand the same, and waive any and all claims including, without limitation, that they did not understand, or lacked the capacity to understand, said SETTLEMENT AGREEMENT.

8.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this SETTLEMENT AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this SETTLEMENT AGREEMENT, or in making the payments and/or releases provided for herein, except as expressly stated in this SETTLEMENT AGREEMENT.

8.3 Independent Investigation: Each party to this SETTLEMENT AGREEMENT has made such investigation of the facts pertaining to this SETTLEMENT AGREEMENT and all the matters pertaining thereto, as it deems necessary.

8.4 Authority. Each party represents to the other that it has the right to enter into this SETTLEMENT AGREEMENT, and that it is not violating the terms or conditions of any other agreement to which they are a party or by which they are bound by entering into this SETTLEMENT AGREEMENT. The PARTIES represent that they will obtain all necessary approvals to execute this SETTLEMENT AGREEMENT. It is further represented and agreed that the individuals signing this SETTLEMENT AGREEMENT on behalf of the respective PARTIES have actual authority to execute this SETTLEMENT AGREEMENT and, by doing so, bind the party on whose behalf this SETTLEMENT AGREEMENT has been signed.

8.5 Mistake Waived: In entering into this SETTLEMENT AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this SETTLEMENT AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including, without limitation, on the generality of the foregoing any alleged right or claim to set aside or rescind this SETTLEMENT AGREEMENT. This SETTLEMENT AGREEMENT is intended to be, and is, final and binding between the PARTIES, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.6 Later Discovery: The PARTIES are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the PARTIES that CORCORAN fully, finally and forever settles and releases all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against the RELEASED PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.7 Ownership of Claims: CORCORAN represents and warrants as a material term of this SETTLEMENT AGREEMENT that CORCORAN has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this SETTLEMENT AGREEMENT. In executing this

CORCORAN's
Initials _____

SETTLEMENT AGREEMENT, CORCORAN further warrants and represents that none of the CLAIMS released by CORCORAN thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.8 Future Cooperation: CORCORAN will execute all such further and additional documents as shall be reasonably necessary to carry out the provisions of this SETTLEMENT AGREEMENT.

9. MISCELLANEOUS PROVISIONS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the RELEASED PARTIES or RELEASING PARTIES of any liability of any kind. The RELEASED PARTIES and RELEASING PARTIES deny any liability in connection with any claim and intend hereby solely to avoid further litigation and buy their peace.

9.2 Governing Law: This SETTLEMENT AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the PARTIES shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

9.3 Attorneys' Fees & Costs: Except as provided in the SETTLEMENT PAYMENT herein, all attorneys' fees and costs incurred in the DISPUTE and/or ACTION shall be borne by the respective PARTIES and each party agrees to waive any claim, or claims, against any of the other PARTIES for the reimbursement of all, or any portion of said attorneys' fees or costs.

9.4 Integration: This SETTLEMENT AGREEMENT is the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions by the PARTIES. This SETTLEMENT AGREEMENT may be amended only by a further agreement in writing, signed by the PARTIES hereto.

9.5 Continuing Benefit: This SETTLEMENT AGREEMENT is binding upon and shall inure to the benefit of the RELEASED PARTIES and RELEASING PARTIES.

9.6 Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this SETTLEMENT AGREEMENT. Hence, in any construction to be made of this SETTLEMENT AGREEMENT, the PARTIES agree that same shall not be construed against any party.

9.7 Severability: In the event that any term, covenant, condition, provision or agreement contained in this SETTLEMENT AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this SETTLEMENT AGREEMENT shall still be in full force and effect.

9.8 Titles: The titles included in this SETTLEMENT AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this SETTLEMENT AGREEMENT.

CORCORAN's
Initials JC

9.9 Counterparts: This SETTLEMENT AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

9.10 Enforcement Costs: Should any legal action be required to enforce the terms of this SETTLEMENT AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

9.11 Waiver. Failure to insist on compliance with any term, covenant or condition contained in this SETTLEMENT AGREEMENT shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this SETTLEMENT AGREEMENT at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

9.12 Notice: Any and all notices given to any party under this SETTLEMENT AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to CORCORAN:

At CORCORAN's home address on file with BELL.

As to BELL:

Human Resources Director
6330 Pine Avenue
Bell, CA 90201

With copy to: Glen E. Tucker, Esq.,
Aleshire & Wynder, LLP
1515 W. 190th Street, Suite 565
Gardena, CA 90248

[Signatures on following page]

CORCORAN's
Initials _____

WHEREFORE, the PARTIES hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: 6-22-2012

JAMES CORCORAN

By: _____
JAMES CORCORAN

APPROVED AS TO FORM:
LAW OFFICES OF GREGORY W. SMITH

By: _____
GREGORY W. SMITH, ESQ.
Attorneys for PLAINTIFF
JAMES CORCORAN

DATED: June 27, 2012

CITY OF BELL

By: _____
DOUGLAS WILLMORE
Its: Chief Administrative Officer

ATTESTED TO BY:

By: _____
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
GLEN E. TUCKER, ESQ.
Attorneys for DEFENDANT
CITY OF BELL

CORCORAN's
Initials JC

01135/0024/112107.9

City of Bell
Agenda Report

DATE: August 1, 2012

TO: Mayor and Members of the City Council

FROM: Dave Aleshire, City Attorney

SUBJECT: Approve Settlement Agreement with Consolidated Disposal Services

RECOMMENDATION:

That the City Council consider and approve the attached settlement agreement with Consolidated Disposal Services ("CDS").

BACKGROUND AND DISCUSSION:

In March of 2012, the former interim city manager Mr. Croce through the City's consultants Waste Systems Management ("WSM") commissioned an audit of CDS payments to the City for the years 2009, 2010, 2011. WSM looked at all payments due to the City during the three years including franchise fees for commercial service and payments for the City's 50% share of the proceeds from the sale of recyclables. Using the results of other audits of franchises they had performed in other cities and the tonnage of recyclables, WSM in an audit report dated April 2012 concluded that the City was owed approximately $250,000 by CDS.

WSM had found that CDS was accurately paying the City of Bell 50% of the revenues they received from the sale of curbside recyclables. However, WMS argued that as much as $257,752.25 in "additional material value" could have been obtained for the City's curbside materials over the three-year audit term if WMS had taken the materials to a CVT material recovery facility in Anaheim. This projected finding amount was based upon material values paid by the CVT material recovery facility in Anaheim to a North Orange County municipality.

Subsequently, WSM and Mr. Corce, conducted meetings with WMS in order to settle the $250,000 dispute. After a couple of weeks and a meeting with CDS, WSM recommended settlement of the dispute at $100,000.

WSM has explained to staff that they backed away from their $250,000 number and recommended the $100,000 settlement to the City because during their meetings CDS provided testimony and evidence that the CVT material recovery facility in Anaheim would not have accepted material from Bell. They explain that the Anaheim facility is owned by Republic Waste Services of Orange County which is a separate subsidiary of Republic Waste Services of North America and that CDS has no authority to require that subsidiary's facility to accept Los

Angeles County materials or to demand material value payments at the level provided to that Orange County subsidiary's client cities. WSM maintains that the Anaheim facility pays approximately 20-25% above average for the recyclables. They maintain the rates CDS was getting for the City are average market rates for recyclables. Based on this new evidence, WSM conducted an updated audit report and found that CDS owed approximately $45,000 to the City. Hence they recommended the $100,000 settlement to the City.

On May 14, 2012, Mr. Croce settled with CDS and asked the City Attorney's office to draft a settlement agreement. Mr. Croce summarized the settlement publicly at the Council meeting, but without putting the agreement on the agenda for approval, the agreement was executed by Mr. Croce. Subsequently, CDS forwarded a check in the amount of $100,000 to the City which the City has since cashed. Staff now recommend formal approval of the settlement agreement.

The settlement agreement is only related to the issues settled with CDS and only for the period of time between 2009-2011. The City has not waived its rights to pursue any claims it might have against CDS based on issues not resolved in the settlement agreement.

ATTACHMENTS: Settlement Agreement

SETTLEMENT AGREEMENT, RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (the "**Agreement**") is entered into by and between CONSOLIDATED DISPOSAL SERVICE, LLC ("**Contractor**"), and CITY OF BELL, a municipal corporation (the "**City**"), collectively referred to as (the "**Parties**"), to terminate fully and finally all disputes arising out of, or related to, the Dispute defined hereinafter. City and Contractor are occasionally referenced herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, on or about Jan 17, 1995, Contractor entered an agreement with City ("**Franchise Agreement**") to provide solid waste collection and hauling services for residents and businesses within the jurisdiction of the City.

WHEREAS, a recent audit conducted by the City of Contractor's franchise records and compliance with the terms of the Franchise Agreement between January 1, 2009 to December 31, 2011 ("**2009-2011 Audit**") alleged deficiencies in payments to the City pursuant to the Franchise Agreement, including the following: (i) a payment of $345.84 to the City to resolve an accounting error that led to improper dedications to gross receipts during the Third Quarter of 2010; (ii) a payment of $4,927.54 to the City for the City's 50% share of the State Department of Recourses Recycling and Recovery Annual Curbside Recycling Program payments received by Contractor for calendar years 2007 through 2010; and (iii) a payment of $257,752.25 to reconcile recycling material proceed payments from Contractor to the City.

WHEREAS, without admitting any liability or fault, Contractor agrees to the payment of the amounts listed above in (i) and (ii), which total $5,273.38. Contractor disputes the payment of the amount listed above in (iii) relating to the recycling material proceed payments. A meeting was conducted between City's auditor and senior management of Contractor to clarify audit assumptions and data, and allow for the presentation of additional documentation to the auditor as part of Contractor's rebuttal to the findings of the 2009-2011 Audit.

WHEREAS, the City contends that the Franchise Agreement does not allow for the reduction of sales prices for recycled material, based upon the cost of materials that were not recycled, but the commingled per ton rate Contractor received for materials from the City that was sold to recycling facilities included a reduction in prices for contaminated materials (residual disposal). The City further contends that the tonnage levels and contamination percentages reported to the City suggest the use of mathematical formulas, as opposed to actual figures. Also, the City contends that the per-pound material values paid to the "sample city" were significantly higher than those received by Contractor and subsequently paid to the City, suggesting that Contractor could have been more proactive in seeking better pricing for City materials. On the other hand, Contractor contends that it followed the terms of the Franchise Agreement and provided City with all revenue proceeds from the sale of recyclable materials as required by the Franchise Agreement. Contractor further contends that the City's audit assumptions were flawed and did not properly account for Contractor's actual sales of City's recyclable materials to third party recyclers. Contractor further contends that processing costs

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associated with preparing recyclables for market are appropriate and commercially reasonable costs incurred to facilitate sales of the recyclable materials. Contractor contends that it has provided accurate information to the City. Thus, the Parties dispute the sales prices for recycled material, the tonnage levels and contamination percentages reported to the City, and the per-pound material values paid to the City, as it relates to the 2009-2011 Audit (the "**Dispute**").

WHEREAS, in the spirit of compromise and without admission of fault or liability, Contractor has offered to pay the City the amount of $100,000.00 to fully settle and resolve the Dispute stated above.

WHEREAS, consistent with the terms of this Agreement, the City and Contractor wish to resolve their differences and settle the Dispute without resort to litigation or adversarial administrative processes.

AGREEMENT

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, all Parties hereto agree as follows:

1. **Settlement Terms.**

   i. **Settlement Amount.** Following the execution of this Agreement by the Parties, and execution by their counsel, Contractor agrees to reimburse the City in the amount of One Hundred Thousand Dollars ($100,000.00), in full consideration and settlement of any and all claims City may have against Contractor (the "Settlement Sum"). Said Settlement Sum constitutes a full complete settlement and compromise of any and all claims arising out of or related to the Dispute.

   ii. **Payment.** Payment of the Settlement Sum shall be made to the City within 15 days of execution of this Agreement.

2. **Franchise Agreement.** The Parties agree, that this Agreement does not amend the terms of the Franchise Agreement, and that the terms of the Franchise Agreement shall continue in full force and effect.

3. **Non-Liability of City Officials and Employees.** No member, official, consultant, attorney, or employee of the City shall be personally liable to Contractor, or any successor, or assign, or any person claiming under or through them, in the event of any default or breach by the City on any obligations arising under this Agreement.

4. **Non-Liability of Contractor Employees.** No partner, member, official, consultant, attorney, or employee of Contractor or of any of Contractor's partners or employees shall be personally liable to the City, or any successor, or assign, or any person claiming under or through them, in the event of any default or breach by Contractor for any amount which may become due to the City or to its successor, or on any obligations arising under this Agreement.

5. **Release.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Contractor do hereby release and forever discharge each other and the "Releasees" hereunder, consisting of the Parties' elected or appointed public officials, officers, employees and agents, including, but not limited to, each of their associates, predecessors, successors, heirs, assignees, agents, directors, officers, employees, representatives, elected or appointed public officials, attorneys, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of actio or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expenses, fixed or contingent (collectively called "Claims"), which Claims the Parties now have or may hereafter have against each other and each other's Releasees, or any of them, arising from, or related to, the Dispute.

6. **Claims Not Arising From the Dispute.** Except as provided in this Agreement, the Parties agree that this Agreement covers only known Claims arising from or related to the Dispute. This Agreement shall not constitute the City's waiver of or Contractor's release from any claims, known or unknown, regarding any other term, condition, or issue not arising from the Dispute or any Claim, known or unknown, regarding any other term, condition or issue arising from the 2009-2011 Audit not covered by the Dispute.

The City shall have the right to pursue Claims not arising from the Dispute or arising from other issues of the 2009-2011 Audit not covered by the Dispute, upon the discovery of different or additional facts to those now known or believed to be true with respect to any Claims related thereto.

7. **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 or the Franchise 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.

8. **No Assignment of Claims.** Each of the undersigned persons warrants that they have made no assignment, and will make no assignment, of any claim, right of action, or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

9. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the undersigned persons and their respective heirs, legal representatives, successors and assigns.

10. **No Other Pending Actions.** The undersigned persons represent and warrant that they have not filed any complaint(s), cross-complaint(s) and/or charge(s) against each other or the Releasees, arising out of or relating to the matters herein with any state or federal agency or court; and that if any such agency or court assumes jurisdiction of any complaint or charge against any party, or its predecessors, successors, heirs, assigns, employees, members, officers, directors, agents, attorneys, subsidiaries, divisions or affiliated corporations or organizations, whether previously or hereafter affiliated in any manner, on behalf of the undersigned or any other party, whenever filed, that party will request such agency or court to withdraw and dismiss the matter forthwith.

11. **Knowing and Voluntary.** This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

12. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

13. **Enforcement Costs.** Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

14. **Severability.** Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. **Joint Drafting.** The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

16. **Governing Law.** This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.

17. **Jurisdiction and Venue.** The Parties (a) agree that any suit action or other legal proceeding arising out of or relating to this Agreement shall be brought in state or local court in the County of Los Angeles or in the Courts of the United States of America in the district in which the City is located.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

19. **Authority to Sign.** 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 and to bind that party, including its members, agents and assigns, (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.

20. **Modifications.** Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed, approved and agree to be bound by this Agreement on the dates set forth below:

CITY

CITY OF BELL

By: _____
Arne Croce
Interim Chief Administrative Officer

ATTESTATION:

By: _____
Pat Healey, Interim City Clerk

APPROVED AS TO FORM:

By: _____
Sunny K. Soltani, Assistant City Attorney

Date: _____, 2012

CONTRACTOR:

CONSOLIDATED DISPOSAL SERVICE, LLC

By: _____
Name: KURT BRATTON
Its: VICE PRESIDENT

_____

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