City Council Agenda

Regular Meeting

Bell City Council

Wednesday, August 15, 2012

5:00 P.M. Closed Session
7:00 P.M. Regular Meeting

Bell Community Center
6250 Pine Avenue

Ali Saleh
Mayor

Violeta Alvarez
Vice Mayor

Danny Harber
Council Member

Ana Maria Quintana
Council Member

Nestor E. Valencia
Council Member

Welcome to the City Council Meeting

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

City Council Organization

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

Addressing the City Council

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

Compliance with Americans with Disabilities Act

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

Statement Regarding Compensation for Members of the Bell City Council

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

CITY OF BELL, CALIFORNIA

MEETING OF THE

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

August 15, 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: Community Development Director
   Title: Community Services Director
   Title: Police Chief

   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: *Randy Adams v. City of Bell and Pedro Carrillo - LASC* Case No. BC489331

   d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Government Code Section 54957.
   Employee: City Manager
   Employee: City Attorney

   e) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (one (1) potential case)

Reconvene Regular Meeting

Pledge of Allegiance

City Attorney Report

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

Communications from the Public

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

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

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

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

Consent Calendar

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

Recommendation: Approve items No. 2 through No. 6

2. Approval of Minutes of the Regular Meeting of August 1, 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 15, 2012. *(Council/Successor Agency to the Bell Community Redevelopment Agency /Bell Community Housing Authority)*

4. Approval of Contract Change Orders, Accept the Filmore Street and Otis Avenue Rehabilitation Project as Complete, and Authorize Staff to Complete and File the Notice of Completion with the Los Angeles County Recorder and Approve Resolution No. 2012-55.

RESOLUTION NO. 2012-55: A Resolution of the City Council of the City of Bell, County of Los Angeles, California, Accepting the Overlay Project as Complete, and Authorizing Staff to Prepare and File the Notice of Completion with the Los Angeles County Recorder.

5. Approval Budget Adjustment Authorizing the Acceptance of up to $75,000 in Revenue as a grant from Los Angeles County Metropolitan Transportation Authority, (LACMTA), for the Review of the I-710 Corridor Project EIR/EIS and Authorizing the Expenditure of up to $75,000 in Staff and Consulting Time to Perform the Review.

6. Receive and File Certification of Recognized Employee Organization.

Business Calendar

7. Consideration of Adopting Resolution No. 2012-53 Approving a Joint Exercise of Powers Agreement, (JPA), between the City and the Los Angeles Gateway Region Integrated Regional Water Management Authority, (Gateway Authority), and appointing Terry Rodrigue, City Engineer as the Board Member and Young Park, Senior Engineer as the Alternate. *(Council)*

Recommendation: Adopt the resolution.

RESOLUTION NO. 2012-53: A Resolution of the City Council of the City of Bell, County of Los Angeles, California, Approving a Joint Exercise of Powers Agreement, (JPA), Between the City of Bell and the Los Angeles Gateway Region Integrated Regional Water Management Authority (Gateway Authority), and Appointing Terry Rodrigue, City Engineer as the Board Member and Young Park, Senior Engineer as the Alternate.

8. Consideration of Adopting Resolution No. 2012-54 Approving a Memorandum of Understanding, (MOU), between the City and Los Angeles County Metropolitan Transportation Authority, (LACMTA), for the Installation, Operations and Maintenance of a Signal Priority Project on Atlantic Avenue between Randolph Street and Florence Avenue. *(Council)*

Recommendation: Adopt the resolution and authorize the Mayor to sign the MOU with LACMTA.

RESOLUTION NO. 2012-54: A Resolution of the City Council of the City of Bell, County of Los Angeles, California, Approving a Memorandum of Understanding with Los Angeles County Metropolitan Authority for the Installation, Operations and Maintenance of a Signal Priority Project on Atlantic Avenue.

9. Consideration of Proposition A Funds Exchange with the Palos Verdes Peninsula Transit Authority. *(Council)*

Recommendation: Approve an agreement with the Palos Verdes Peninsula Transit Authority Exchanging $467,000 in City of Bell Proposition A funds for $350,000 of General Funds.

10. Consideration to Accept the Student Project Proposal in Preparing a General Plan Update Study. *(Council)*

Recommendation: Accept the student project proposal from California Polytechnic State University at San Luis Obispo.

11. Consideration of Resolution No. 2012-56 Approving the Bell Youth Hiring Program. *(Council)*

Recommendation: Adopt the resolution.

RESOLUTION NO. 2012-56: A Resolution of the City Council of the City of Bell Approving the Bell Youth Hiring Program Guidelines and Criteria and Establishing the Position and Compensation for a Youth Aide Position.

12. Consideration of Resolution No. 2012-57 Approving and Adopting the Annual Appropriations Limit for the Fiscal Year 2012-13. *(Council)*

Recommendation: Adopt the resolution.

RESOLUTION NO. 2012-57: A Resolution of the City Council of the City of Bell, California, Approving and Adopting the Annual Appropriations Limit for the Fiscal Year 2012-13.

13. Consideration of Settlement Agreement with Consolidated Disposal. *(Council)*

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

14. Consideration of Agreement with Integrity Waste Management Consultants for Solid Waste Management Services. *(Council)*

Recommendation: Approve an Agreement with Integrity Waste Management Consultants in an amount not to exceed $32,500 for Solid Waste Management Services

15. Consideration of the General Obligation Bond Work-Out Results. *(Council)*

Recommendation: Receive a report on the results of the general obligation bond work-out.

16. Consideration of City Tax Levy for General Obligation Bonds and Pension Obligations. *(Council)*

Recommendation:

a) Adopt the resolution.

RESOLUTION NO. 2012-59: Resolution of the City Council of the City of Bell Adopting and Establishing the Fiscal Year 2012-13 Rate of the Annual Voter-Approved Property Tax Override to Fund Pension and Other Retiree Obligations.

b) Adopt the resolution.

RESOLUTION NO. 2012-58: A Resolution of the City Council of the City of Bell Adopting and Establishing the Fiscal Year 2012-13 Rate of the Annual Levy Rate to Meet the City of Bell General Obligation Bonds (Election of 2003), Series 2004 and Series 2007.

17. Discussion regarding Request for Proposal for Lobbyist Services. *(Requested by Councilmember Quintana)*

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, Tuesday, September 4, 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 August 10, 2012, at least seventy-two hours prior to the meeting as required by law.

Rebecca Valdez, CMC
City Clerk

MEETING OF THE

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

August 15, 2012

5:00 P.M. Closed Session
7:00 P.M. Regular Meeting

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MINUTES OF THE

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

August 1, 2012

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

Bell Community Center
6250 Pine Avenue

Call to Order by Mayor Saleh at 6:01 PM.

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

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

Absent: Quintana* (1)

Also Present: City Manager Willmore, City Attorney Aleshire, City Clerk Valdez, City Engineer Rodrigue, Interim Chief of Police Belcher, Interim Community Development Director Fong, Interim Community Services Director Kurita, Interim Finance Director Easter, Interim Finance Director Lawrence,

*Councilmember Quintana arrived during the Closed Session at 6:03 PM.

Communications from the Public on Closed Session Items

None

Closed Session

1. The City Council and the related Authorities and Agencies recessed to a closed session at 6:02 PM 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)

Reconvened Regular Meeting at 7:14 PM

Pledge of Allegiance led by Mayor Saleh.

City Attorney Report

The City Attorney reported that item 1a.) only the position for Director of Finance was discussed, no reportable action was taken; item 1b). was not discussed; item 1c) item was discussed, no reportable action was taken; item 1d) was not discussed but continued to a future meeting; item 1e) was discussed, no reportable action was taken; item 1f) was discussed, no reportable action was taken; and item 1g) only one potential case was discussed, no reportable action was taken..

Communications from the Public

The following individuals addressed the City Council on items on the agenda and/or items not on the agenda: Lorenzo Martinez, Alfred Areyan and Sandy Orozco.

Consent Calendar

Discussion ensued among the City Council regarding the consent calendar.

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)*

It was moved by Councilmember Quintana, seconded by Vice Mayor Alvarez to approve Consent Calendar Items 2 and 3, was approved by the following vote:

VOTE: 5-0
YES: Councilmembers Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh

NO: None
ABSTAINED: None
ABSENT: None

Motion Unanimously Passed.

Consent Calendar Items 4 and 5 were removed for further discussion. Discussion ensued among the City Council.

Councilmember Quintana requested to have the all contracts approved as to form prior to submitting for Council approval.

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)*

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

VOTE: 5-0
YES: Councilmembers Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh
NO: None
ABSTAINED: None
ABSENT: None

Motion Unanimously Passed.

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)*

It was moved by Councilmember Harber, seconded by Councilmember Quintana to approve the 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 and amend the contract include the provision that the work product belongs to the city, was approved by the following vote:

VOTE: 5-0
YES: Councilmembers Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh
NO: None
ABSTAINED: None
ABSENT: None

Motion Unanimously Passed.

Public Hearing

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)*

Carlos Chacon, Assistant Planner, provided a brief report on item 6.

Mayor Saleh opened the public hearing at 7:45 PM.

The following individuals spoke in favor of the item: Alfred Areyan, Jose Moreno, Ismael Morales, Carmen Bella, Sonia Manzanilla.

Hearing no further testimony for or against this item, the Mayor closed the public hearing at 7:57 PM.

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

VOTE:	5-0
YES:	Councilmembers Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh
NO:	None
ABSTAINED:	None
ABSENT:	None

Motion Unanimously Passed.

Business Calendar

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

City Attorney Aleshire provided the staff report

Discussion ensued among the City Council.

It was moved by Councilmember Valencia, seconded by Vice Mayor Alvarez to approve the settlement agreement with former Sergeant James Corcoran. The terms of the settlement were 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, was approved by the following vote:

VOTE:	5-0
YES:	Councilmembers Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh

NO: None
ABSTAINED: None
ABSENT: None

Motion Unanimously Passed.

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

City Attorney Aleshire provided a report on this item.

Discussion ensued among the City Council.

It was moved by Councilmember Quintana, seconded by Councilmember Harber to continue this item to the next Council meeting, was approved by the following vote:

VOTE: 5-0
YES: Councilmembers Harber, Quintana, Valencia, Vice Mayor Alvarez and Mayor Saleh
NO: None
ABSTAINED: None
ABSENT: None

Motion Unanimously Passed.

Mayor and City Council Communications

Councilmember Quintana announced to support the Bell Explorers fundraiser.

Councilmember Valencia, informed that he attended the Lions Club reception, the Bell Chamber of Commerce dinner and announced that the Bell High School Alumni Association will having a football game on September 8, 2012 against Huntington Park High. He also requested the Council to recognized former Bell High School Football Coach Leroy Wilson.

Adjournment

Meeting adjourned at 8:27 PM.

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 (8/1-10/12)

City Council Meeting of August 15, 2012

6a

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
50328	08/01/12	12802	VOID VOID-PRINT ERROR	0.00
50329	08/01/12	12802	ROSA HERNANDEZ & HER ATTORNEYS FINAL SETTLEMENT PAYMENT	355,232.05
50330	08/01/12	12802	LAW OFFICE OF MANN & COOK FINAL SETTLEMENT PAYMENT	144,767.95
50331	08/07/12	12802	LAW OFFICES OF GREGORY W. 1ST SETTLEMENT PAYMENT J. CORCORAN	160,000.00
50332	08/10/12	12801	VOID VOID-TEST PRINT	0.00
50333	08/10/12	12801	VOID VOID-TEST PRINT	0.00
50334	08/10/12	12801	AT&T-LONG DISTANCE TELEPHONE BILLING-6/5-27/12 LONG DISTANCE-VARIOUS ACCOUNTS	19.01
50335	08/10/12	12801	THE GAS COMPANY GAS BILLING-6/12-7/12/12 MULTIPLE ADDRESSES GAS BILLING-6/12-7/12/12 6704 ORCHARD AVE GAS BILLING-6/12-7/12/12 4357 GAGE AVE	221.42
50336	08/10/12	12802	AT&T TELEPHONE BILLING-7/7-8/6/12 BELL P.D.	64.16
50337	08/10/12	12802	AT&T MOBILITY TELEPHONE BILLING-6/21-7/20/12 BELL P.D.	399.51
50338	08/10/12	12802	ANGELICA SIMENTAL REISSUE-PRKING CITE#10021015	361.50
50339	08/10/12	12802	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-6/14-7/16 6901 1/2 RIVER DR ELECTRICAL BILLING-6/18-7/18 4357 GAGE AVE	1,445.38
50340	08/10/12	12802	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-AUG'12	1,086.50
50341	08/10/12	12803	AZTECA LANDSCAPE FERTILIZER-VETS PK PLANTING-VETS PK SPORT FIELD	380.23

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			FLATS OF BEGONIAS	
50342	08/10/12	12803	BELL SERVICE CENTER FLAT SERVICE FEE-JUN'12	500.00
50343	08/10/12	12803	DEAN BEVANS REFUND SOCCER-D. JALEIN	40.00
50344	08/10/12	12803	CARPENTER, ROTHANS & DUMONT LEGAL SVCS-5/3-31/12 RAMIREZ LEGAL SVCS-6/4-28/12 RAMIREZ	6,045.76
50345	08/10/12	12803	COMMUNITY BANK RETENTION-FILMORE ST REHAB 10% RETENTION-INVOICE #1 RETENTION-FILMORE ST REHAB 10% RETENTION-INVOICE #2	24,620.66
50346	08/10/12	12803	CONSOLIDATED DISPOSAL WASTE/RECYCLING SVCS-JUN'12	96,389.66
50347	08/10/12	12803	DAILY JOURNAL CORP. HEARING NOTICE-ORD#1185	430.85
50348	08/10/12	12803	DEPARTMENT OF JUSTICE FINGERPRINT SVCS-MAY'12	1,353.00
50349	08/10/12	12803	INTERWEST CONSULTING GROUP INC PLAN REVIEW SVCS-JUN'12	1,832.32
50350	08/10/12	12803	J. BERRY COMPANY, INC. A.C/MAINT & REPAIR-BELL P.D	7,800.00
50351	08/10/12	12803	LEAGUE OF CALIFORNIA CITIES 2011 ANNUAL MEMBERSHIP DUES	11,736.00
50352	08/10/12	12803	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SERVICES-APR'12 AUDIT FINANCIAL STATEMENTS PROFESSIONAL SVCS-MAY'12 AUDIT FINANCIAL STATEMENTS PROFESSIONAL SVCS-MAY'12 SINGLE AUDIT	20,675.00
50353	08/10/12	12803	FILBERTO MATIAS REFUND-SOCCER J.L. MATIAS	50.00
50354	08/10/12	12803	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-MAR'12 RESPONSE CALL OUTS & REPAIRS TRAFFIC SIGNAL MAINT-APR'12 RESPONSE CALL OUTS & REPAIRS	5,353.56
50355	08/10/12	12803	SAESHE CAMPAIGN MONITORING/EVALUATION	1,057.50

LPC

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			MAY/JUNE/JULY 2012	
50356	08/10/12	12803	SHAWNAN CONST SVCS-FILMORE ST REHAB CONST SVCS-FILMORE ST REHAB	221,585.90
50357	08/10/12	12803	U.S. HEALTH WORKS PRE-EMPLOYMENT PHYSICAL S.KAUR	61.00
50358	08/10/12	12803	WELLS LOCK & KEY 4 KEYS-BELL P.D.	11.00
50359	08/10/12	12804	ADMIN SURE W.C./LIABILITY SVCS-JUL'12 W.C./LIABILITY SVCS-AUG'12	5,040.00
50360	08/10/12	12804	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD	4,699.71
50361	08/10/12	12804	BETTY L. ATCHISON INSURANCE BENEFIT-JUL'12	75.00
50362	08/10/12	12804	AULA ATHLETIC CLUB REFEREE SVCS-7/22-31/12	775.00
50363	08/10/12	12804	AZTECA LANDSCAPE LANDSCAPE MAINT-JUL'12 LANDSCAPE MAINT-JUL'12	6,400.00
50364	08/10/12	12804	JAIME BALTAZAR SUBSISTENCE-9/5-7/12	30.00
50365	08/10/12	12804	BELCHER & ASSOCIATES INTERIM CHIEF OF PD-8/1-15/12	6,500.00
50366	08/10/12	12804	BELL SERVICE CENTER FLAT SERVICE FEE-JUL'12 VARIOUS REPAIRS-UNIT #334 REPLACE DRIVE SHAFT REPLACE A/C EVAPORATOR VARIOUS REPAIRS-UNIT #337 REPLACE MDT POWER PACK CHECK ENGINE LIGHT VARIOUS REPAIRS-UNIT #335 REPLACE BATTERY REPAIR CODE 3 LIGHTS VARIOUS REPAIRS-UNIT #356 LUBE/OIL/FILTER DIFFERENTIAL SERVICE VARIOUS REPAIRS-UNIT #329 MOUNT TIRES AIR CONDITIONING CHECK/TEST VARIOUS REPAIRS-UNIT #363 MOUNT TIRES	3,086.74

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #325 LUBE/OIL/FILTER FRONT BRAKE PADS MOUNT TIRES VARIOUS REPAIRS-UNIT #335 FRONT BRAKE PADS FUEL FILTER VARIOUS REPAIRS-UNIT #341 LUBE/OIL/FILTER FUEL INJECTION CLEANING FUEL FILTER	
50367	08/10/12	12804	BOB BARKER COMPANY, INC. MISC SUPPLIES-P.D. MISC SUPPLIES-P.D.	247.88
50368	08/10/12	12804	BRADLEY'S PLASTIC BAGS MISC SUPPLIES-BELL P.D.	98.42
50369	08/10/12	12804	JERRY CLINE INSURANCE BENEFIT-JUL'12	75.00
50370	08/10/12	12804	COOPERATIVE PERSONEL SERVICES LATEX GLOVES-BELL P.D.	120.21
50371	08/10/12	12804	DAILY JOURNAL CORP. HEARING NOTICE-RES #2012-52	353.69
50372	08/10/12	12804	DATASTREAM BUSINESS SOLUTIONS, HP9000 SUPPLIES C5709A HP CLEANING CARTRIDGE	35.74
50373	08/10/12	12804	DUNN-EDWARDS CORP. PAINT SUPPLIES-DEBS PK PAINT SUPPLIES-TECH CENTER	430.97
50374	08/10/12	12804	FEDERAL EXPRESS DELIVERY SVCS-A.GUTIERREZ	101.47
50375	08/10/12	12804	FULBRIGHT & JAWORSKI L.L.P. PROFESSIONAL SVCS-GOB BONDS	35,000.00
50376	08/10/12	12804	GALL'S INC. UNIFORM-J.CORCORAN UNIFORM-L.MARQUEZ	995.83
50377	08/10/12	12804	INTEGRATED OFFICE TECHNOLOGY COPIER SUPPLIES-CITY HALL 4/16-7/16/12 COPIER MAINT-CITY HALL 7/16-10/16/12	1,744.39
50378	08/10/12	12804	ART JIMENEZ LODGING-9/13-15/12	635.58

be

HECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SUBSISTENCE-9/13-15/12 CAR RENTAL-7/19-21/12	
50379	08/10/12	12804	LA COUNTY SHERIFF DEPT. FOOD SVCS/CUSTODY-P.D.	436.90
50380	08/10/12	12804	LD PRODUCTS INC. INK CARTRIDGES-BELL P.D.	337.58
50381	08/10/12	12804	LEAGUE OF CALIFORNIA CITIES 2012 ANNUAL MEMBERSHIP DUES	11,736.00
50382	08/10/12	12804	MR. UNIFORM UNIFORM-PD EXPLORER/M.ARCILA UNIFORM-PD EXPLORER/R.ARVIZO UNIFORM-PD EXPLORER/J.NUNEZ UNIFORM-PD EXPLORER/H.RAMOS UNIFORM-PD EXPLORER/N.ROSALES UNIFORM-PD EXPLORER/D.HERRERA UNIFORM-PD EXP/C.RODRIGUEZ UNIFORM-PD EXPLORER/B.BAUTISTA UNIFORM-PD EXPLORER/R.ORDORICA UNIFORM-PD EXPLORER/J.ALDAMA UNIFORM-PD EXPLORER.A.MORALES UNIFORM-PD EXPLORER/K.PEREZ	1,374.15
50383	08/10/12	12804	JESUS MUNOZ REFEREE SERVICES-7/2-17/12 BASEBALL GAMES REFEREE SERVICES-7/18-31/12 BASEBALL GAMES	1,764.00
50384	08/10/12	12804	NEOPOST USA INC. RATE CHANGE PROTECTION POSTAGE MACHINE 7/1/12-6/30/12	183.74
50385	08/10/12	12804	MARIE NORIEGA REFUND-PAVILION RENTAL 7/29/12	30.00
50386	08/10/12	12804	OCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-JUN'12 BELL P.D.	5.47
50387	08/10/12	12804	OLDTIMERS FOUNDATION PARATRANSIT SVCS-JUL'12	37,534.00
50388	08/10/12	12804	ORANGE COUNTY SHERIFF'S DEPT TUITION-9/5-7/12 J.B.	55.00
50389	08/10/12	12804	PECKHAM & MCKENNEY FINANCE DIRECTOR SEARCH PROFESSIONAL FEE POLICE CHIEF SEARCH PROFESSIONAL FEE	25,095.01

6f

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			COMMUNITY DEVELPMNT SEARCH PROFESSIONAL FEE COMMUNITY SVCS DIRECTOR SEARCH PROFESSIONAL FEE POLICE CHIEF SEARCH EXPENSES FINANCE DIRECTOR SEARCH EXPENSES COMMUNITY SVCS DIRECTOR SEARCH EXPENSES COMMUNITY DVLPMNT DIR SEARCH EXPENSES	
50390	08/10/12	12804	PRAXAIR DISTRIBUTION INC EQUIPMENT RENTAL-C. CTR	39.75
50391	08/10/12	12804	PURELAND SUPPLY PROJECTOR LAMP REPLACEMENT C. CTR	457.80
50392	08/10/12	12804	QUICK DISPENSE MISC SUPPLIES-C. HALL MISC SUPPLIES-C. HALL MISC SUPPLIES-BELL P. D.	442.20
50393	08/10/12	12804	OSCAR REYNAGA REFUND-HALL DEPOSIT 7/21/12	300.00
50394	08/10/12	12804	JOSEFINA RIVAS AEROBICS INSTRUCTOR-6/18-7/26 VETS PK	1,104.00
50395	08/10/12	12804	MARIA ROSAS REFUND-HALL DEPOSIT 7/28/12	300.00
50396	08/10/12	12804	ANGELA RUIZ LAX PARKING-7/25-27/12 E. P/T. C/M. L/A. R. LODGING REIMB-7/25-27/12 E. P/T. C/M. L/A. R. CAR RENTAL FUEL-7/25-27/12 E. P/T. C/M. L/A. R. CAR RENTAL-7/25-27/12 E. P/T. C/M. L/A. R.	330.70
50397	08/10/12	12804	CURTIS STEPHAN RISK MGMT CONTRACT-7/23-31/12	2,327.50
50398	08/10/12	12804	STEVEN D. WARD SPECIAL PROJECTS-BELL P. D.	631.87
50399	08/10/12	12804	SUN RIDGE SYSTEMS, INC. RIMS ANNUAL SPRT SVCS-FY12/13	17,212.50
50400	08/10/12	12804	TELEPACIFIC COMMUNICATIONS	3,886.20

69

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			TELEPHONE BILLING-7/23-8/22/12 BELL P.D.	
50401	08/10/12	12804	U.S. HEALTH WORKS BLOOD ALCOHOL-DR#12-2197, DR#12-2215	50.00
50402	08/10/12	12804	DOUG WILLMORE MILEAGE REIMB-6/14,7/6,7/13/12 LAW OFFICES OF D.ALESHIRE	126.54
50403	08/10/12	12804	ZUMAR INDUSTRIES, INC STREET SUPPLIES	1,273.19
TOTAL	76 CHECKS			1,236,999.65
*W0000706	07/31/12	12805	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 8/3/12	250,000.00
W0000707	08/07/12	12806	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 8/3/12	11,509.11
W0000708	08/07/12	12806	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYT-8/3/12 NORMAL PAY	63,833.44
W0000709	08/07/12	12806	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-AUG'12	107,918.33
W0000710	08/09/12	12806	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAYMENT-PAY OF 7/20/12	2,321.79
TOTAL	5 WIRES			435,582.67
TOTAL				1,672,582.32

bh

Successor Agency to the Bell Community Redevelopment Agency

PY-CY Warrants (8/1-10/12)

City Council Meeting of August 15, 2012

61

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
5500	08/10/12	12811	VOID VOID-TEST PRINT	0.00
5501	08/10/12	12811	VOID VOID-TEST PRINT	0.00
5502	08/10/12	12811	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SVCS-APR'12 AUDIT REDEVELOPMENT AGENCY	1,610.00
TOTAL	3 CHECKS			1,610.00

lej

Bell Community Housing Authority

PY-CY Warrants (8/1-10/12)

City Council Meeting of August 15, 2012

6K

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1982	08/10/12	12823	VOID VOID-TEST PRINT	0.00
1983	08/10/12	12823	VOID VOID-TEST PRINT	0.00
1984	08/10/12	12823	HECTOR ENRIQUE GIRON LUNA GARDENING SVCS-JUN'12 VARIOUS BCHA PROPERTIES	1,020.00
1985	08/10/12	12823	CHRISTINA PENA PETTY CASH REIMB-BCHA	172.00
1986	08/10/12	12824	HECTOR ENRIQUE GIRON LUNA GARDENING SVCS-JUL'12 VARIOUS BCHA PROPERTIES	1,020.00
1987	08/10/12	12834	G.T.CONSTRUCTION & LANDSCAPING GARDENING SVCS-JUL'12 BMHP GARDENING SVCS-JUL'12 FVMHP	3,380.00
TOTAL	6 CHECKS			5,592.00

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City of Bell
Agenda Report

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Accept the Filmore Street and Otis Avenue Rehabilitation Project as Complete, and Authorize Staff to Complete and File the Notice of Completion with the Los Angeles County Recorder

RECOMMENDATION:

Adopt Resolution No. 2012-55 accepting the Filmore Street and Otis Avenue Rehabilitation Project as complete, and authorizing staff to prepare and file the Notice of Completion with the Los Angeles County Recorder.

BACKGROUND:

On November 22, 2011, the City Council awarded the construction contract for the Filmore Street Rehabilitation Project to Sialic Constructors Corporation, dba Shawnan (Shawnan).

The Project originally involved the rehabilitation of Filmore Street between Heliotrope and Wilcox Avenues. The scope of work included an asphalt overlay; curb, gutter, and sidewalk replacement; and installation of parkway trees. Attached for reference is a vicinity map. The original contract amount was for $171,294.00, and the City Engineer was authorized to approve change orders not to exceed $17,130.00.

After contract award and during construction, Change Order No. 2 in the amount of $73,200.00 was approved by City Council on April 4, 2012. Change Order No. 2 approved extra work to perform rehabilitation of Otis Avenue, from Florence Avenue to Walnut Street. This work included asphalt concrete pavement removal, new asphalt concrete overlay, curb & gutter repair, sidewalk repair, new driveway approaches, new handicap ramps and striping. At that time, City Council also increased the City Engineer's change order approval authority by $7,320.

The City Council and City Engineer have approved change order numbers 1, 2, 3, 4 totaling $80,247.26. The contract change orders affecting the contract amount are summarized below:

AGENDA ITEM NO.

7

Change Order No.	Description	Amount
1	Otis Avenue Rehabilitation	$73,200.00
2	Construction Surveying	$4,493.50
3	Remobilization	$1,000.00
4	Additional Striping	$1,553.76
	Total Contract Change Orders	*$80,247.26*

The total contract amount with all change orders will be $251,541.26. This amount is within the Project construction budget of $311,400, and no additional funding is needed.

Shawnan has since completed all work required by the contract, and the project is ready for acceptance and filing of the Notice of Completion. Typically the City retains 10% ($25,154.00) of the contract amount. If no liens or claims have been filed within 35 days of filing the NOC with the Los Angeles County Recorder, the City will release all retained funds and any additional remaining amount(s) due to Shawnan.

FISCAL IMPACT

The City received favorable bids for the Filmore Street Rehabilitation Project. The rehabilitation of Otis Avenue was added to the Filmore Street Rehabilitation Project by Change Order No. 1 without a budget amendment. Consequently, the $80,000 of Proposition C funds originally slated for the Otis Avenue rehabilitation is available to be used for other street improvement projects to be determined at a later date.

The Filmore Street and Otis Avenue Rehabilitation Project is funded by $350,000 from Gas Tax Funds under Account No. 04-525-3737-0922. The Project budget summary is provided in the table below. As mentioned above the total contract amount together with the 4 Change Orders come to $251,541.26, which is well within the project budget.

Project Budget	
Preliminary Engineering	$ 27,200
Construction Management	$ 11,400
Construction	$ 311,400
Total	**$ 350,000**

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 2012-

AGENDA ITEM NO.

8

RESOLUTION NO. 2012 - 55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, COUNTY OF LOS ANGELES, CALIFORNIA, ACCEPTING THE OVERLAY PROJECT AS COMPLETE, AND AUTHORIZING STAFF TO PREPARE AND FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER

WHEREAS, on November 22, 2011, the City Council authorized the award of a construction contract to Sialic Constructors Corporation, dba Shawnan (Shawnan) to construct the Filmore Street Rehabilitation Project (Project); and

WHEREAS, Contract Change Order Number 1 was approved by the City Council on April 4, 2012, thereby adding Otis Avenue rehabilitation to the project scope and increasing the construction contract amount by $73,200; and

WHEREAS, Contract Change Orders Number 2 to 4 was approved by the City Engineer to the amount of $7,047.26 thereby adding Otis Avenue rehabilitation to the project scope and increasing the total construction contract amount to $80,247.26; and

WHEREAS, Shawnan has completed the work in accordance with the contract documents for the Project; and

WHEREAS, if no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any remaining amount due will be released to Shawnan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

Section 1. The Project is accepted as complete.

Section 2. The City Engineer is authorized to prepare a Notice of Completion and the City Clerk is authorized to file a Notice of Completion with the Los Angeles County Recorder.

ADOPTED AND APPROVED THIS 15th DAY OF AUGUST, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

CITY of BELL

Legend

Public Streets with Number of Lanes

2 Lanes

4 Lanes

0 1 Miles

N W E S

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Budget Adjustment Authorizing the Acceptance of up to $75,000 in Grant Revenues from Los Angeles County Metropolitan Transportation Authority, for the Review of the I-710 Corridor Project EIR/EIS and Authorizing the Expenditure of the same in Staff and Consulting Time to Perform the Review

RECOMMENDATION:

Approve an Appropriation Adjustment recognizing $75,000 in grant revenues from the Los Angeles County Metropolitan Transportation Authority (LACMTA) and allocating the funds for the review of the I-710 Corridor Project EIR/EIS.

BACKGROUND:

On July 18, 2012, the City Council approved an agreement with LACMTA to accept up to $75,000 in funding of City staff and consulting time required for the review of the I-710 Corridor Project EIR/EIS. This proposed action authorizes the budget adjustments necessary to recognize these grant revenues and to authorize the expenditure of these funds.

FISCAL IMPACT:

The proposed appropriations adjustment will recognize the $75,000 in grant fund revenues (Fund Number 67) and authorize the expenditures for staff and consulting services related to the review of the project (Fund Number 67). There is no fiscal impact to the General Fund as a result of this action. Any expenditure for the review of the I-710 Corridor Project EIR/EIS will be reimbursed by the grant from LACMTA.

AGENDA NO.

12

CITY OF BELL

AGENDA REPORT

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Kevin Boylan, Human Resources Consultant

APPROVED BY: for Doug Willmore, City Manager

SUBJECT: Certification of Recognized Employee Organization

RECOMMENDATION:

That the City Council receive and file this communication reporting the results of the employee election designating and certifying the Bell City Employees Association (BCEA) as the exclusive representative for the Professional and Miscellaneous employee bargaining units for non-management, non-sworn employees of the City of Bell.

DISCUSSION OR BACKGROUND:

On April 12, 2012, the Bell City Employees Association notified then Interim City Administrative Officer Arne Croce that they intended to petition the City to be recognized as the exclusive employee organization for the non-management, non-sworn employees of the City of Bell. The City's Employer-Employee Organization Relations Resolution (EEORR), a copy of which is attached, outlines the procedures that must be followed for an organization to be recognized as the exclusive representative for an employee bargaining unit. The City's EEORR requires, among other things, that the employee organization seeking recognition must identify the classifications to be represented in the unit, as well as submit a petition signed by at least 30% of those employees that they wish to be represented by that organization. The City Administrative Officer/Employee Relations Officer then makes a determination that the classifications are appropriate for representation, and that the petition meets all the requirements of the EEORR. Mr. Croce made the determination that two bargaining units were appropriate, one for Professional employees and one for Miscellaneous employees, and that the petition met the requirements of the Resolution. He communicated his decision to the Bell City Employee's Association on May 24, 2012.

Two secret ballot representation elections were subsequently conducted by Interim City Clerk Pat Healy in compliance with the requirements of the EEORR. Twenty-one employees were eligible to vote in the Miscellaneous unit election; 15 actually voted. Thirteen voted in favor of representation by the BCEA, while two voted for no representation. Five employees were eligible for to vote in the Professional unit election; five employees voted. Four voted in favor of representation while one voted against representation. The classifications represented in each of these units are reflected in the attachment.

Based on the results of these elections, the Bell City Employees Association is the recognized employee organization for the Professional and Miscellaneous bargaining units, and is now authorized to represent designated employees in matters relating to wages, hours and other

terms and conditions of employment. Staff is in the process of amending the Employer-Employee Organization Relations Resolution to reflect this fact, and will bring it to City Council in the near future for adoption.

ATTACHMENTS

Employer-Employee Organization Relations Resolution
BCEA Classifications Represented

RESOLUTION NO. 87-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ESTABLISHING AN EMPLOYER-EMPLOYEE ORGANIZATION RELATIONS RESOLUTION

THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. Findings

That this City Council is aware of the purpose, intent, and provisions of Section 3500 et seq. of the Government Code of the State of California, known as the "Meyers-Milias-Brown Act" (hereinafter "Act"); and

That the terms and provisions of this Resolution have been recommended for adoption by the City's administrative staff; and

That consultation has been met as required by the Act, with reference to the provisions hereof; and

That the public interest, convenience, and necessity require the adoption of this Resolution, establishing the regulations as hereinafter set forth.

SECTION 2. Purpose

This Resolution is adopted for the purpose of implementing the Act by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. Nothing contained herein shall be deemed to supersede the provisions of State law, City ordinances, resolutions and/or rules which establish and govern the City's existing personnel system. This Resolution is intended to strengthen the City's existing personnel system by the establishment of uniform and orderly procedures providing for communication between employees, employee organizations, and the City.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in appropriate units. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others, the exclusive right: to determine the mission of its constituent departments, commissions and boards; to set standards and levels of service; to determine the procedures and standards of selection for employment; to direct its employees; to take disciplinary action; to relieve its employees from duty or abolish positions because of lack of work or for other lawful reasons; to maintain the efficiency of governmental operations; to determine the methods, means, and personnel by which government operations are to be

conducted; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

SECTION 3. Definitions

As used in this Resolution, the following terms shall have the meaning indicated:

a. "Act" shall mean the Meyers-Milias-Brown Act as it now exists and as it is hereinafter amended (Section 3500 et seq. of the Government Code of the State of California).

b. "Appropriate Unit" means a unit of employee classes or positions, established pursuant to Section 4 hereof.

c. "City" means the City of Bell.

d. "City Council" means the City Council of the City of Bell.

e. "Confidential Employee" means an employee who is designated as such by the City Council, and who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations.

f. "Consult/Consultation in Good Faith" means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process; "Consult/Consultation in Good Faith" does not involve an exchange of proposals and counterproposals with a Recognized Employee Organization in an endeavor to reach agreement in the form of a memorandum of understanding, nor is the process subject to the provisions of Section 15 hereof.

g. "Day" means calendar day unless expressly stated otherwise.

h. "Employee Relations Officer" (hereinafter "ERO") means the Chief Administrative Officer or a duly authorized representative.

i. "Impasse" means that the representatives of the City and a Recognized Employee Organization have reached a point in the meet and confer process where their differences remain so substantial and prolonged that further meeting and conferring would be futile.

j. "Management Employee" means an employee who is designated as such by the City Council, and who has responsibility for formulating, administering, or managing the implementation of City policies and programs.

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k. "Meeting and Conferring in Good Faith" means the meet and confer process required of the City and Recognized Employee Organizations by the Act.

l. "Professional Employee" means an employee who is designated as such by the City Council, and who is engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction including, but not limited to, attorneys, engineers, and architects.

m. "Proof of Employee Support" means an authorization card or a verified petition(s) recently signed and personally dated by an employee, or employee dues deduction authorization, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as Proof of Employee Support for any employee organization. The only authorization which shall be considered as Proof of Employee Support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean that the card or petition was signed by the employee within one hundred eighty (180) days of its submission to the City.

n. "Recognized Employee Organization" means an employee organization which has been formally acknowledged by the City as an employee organization representing the employees in an Appropriate Unit.

o. "Supervisory Employee" means any employee who is designated as such by the City Council.

SECTION 4. Filing of Recognition Petition by Employee Organization

An employee organization, which seeks to be formally acknowledged as the Recognized Employee Organization representing the employees in an Appropriate Unit, shall file a petition with the ERO containing or enclosing all of the following information and documentation:

a. Name and address of the employee organization.

b. Names and titles of its officers.

c. Names of employee organization representatives who are authorized to speak on behalf of the organization.

d. A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the City.

e. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.

f. A certified copy of the employee organization's constitution and bylaws.

g. A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.

h. A statement that the employee organization has no restriction on membership based on race, color, creed, ancestry, national origin, religion, sex, marital status, age, medical condition, or physical disability.

i. The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.

j. A statement that the employee organization has in its possession Proof of Employee Support sufficient to establish that at least thirty (30) percent of the employees in the Appropriate Unit have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the ERO.

k. A request that the ERO formally acknowledge the petitioner as the Recognized Employee Organization representing the employees in the designated Appropriate Unit for the purpose of meeting and conferring in good faith.

The Petition, including the Proof of Employee Support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by a duly authorized officer of the employee organization.

SECTION 5. City Response to Recognition Petition

Upon receipt of the Petition, the ERO shall determine whether:

a. There has been compliance with the requirements of this Resolution relating to the petition requesting recognition; and

b. The proposed representation unit is an Appropriate Unit.

If an affirmative determination is made by the ERO on the foregoing two matters, the ERO shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the affected Appropriate Unit, and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the ERO shall offer to consult thereon with such petitioning employee organization and, if the ERO's determination thereafter remains unchanged, notice of such deficiency shall be given to the organization of the reasons therefor in writing. The petitioning employee organization may

appeal such determination to the City Council, by a written appeal, filed with the City Clerk within ten (10) consecutive calendar days after the giving of notice of deficiency by the ERO. The City Council decision shall be final and conclusive.

SECTION 6. Open Period for Filing Challenging Petition

Within thirty (30) days of the date written notice was given to affected employees that a qualified recognition petition for an Appropriate Unit has been filed, any other employee organization may file with the ERO a competing request to be formally acknowledged as the Recognized Employee Organization of the employees in the same unit by filing a petition evidencing Proof of Employee Support in the contested Appropriate Unit of at least thirty (30) percent of the employees in such unit and otherwise in the same form and manner as set forth in Section 4.

SECTION 7. Election Procedure

If one or more qualified petitions is filed, the ERO shall call and conduct a secret ballot election. All employee organizations who have duly submitted petitions which have been determined to be in conformance with Sections 4, 5, and 6 herein shall be included on the ballot. The ballot shall also reserve to employees the choice of no Recognized Employee Organization for that Appropriate Unit. Employees entitled to vote in such election shall be those persons employed full time in permanent positions within the designated Appropriate Unit who were employed during the pay period which ended immediately prior to the date of the election. An employee organization shall be formally acknowledged as the Recognized Employee Organization for the designated Appropriate Unit if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, the ERO shall conduct a run-off election between the two choices receiving the largest number of valid votes cast.

There shall be no more than one election, not including run-off elections, in any consecutive 360 day period affecting the same Appropriate Unit.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

SECTION 8. Procedure for Decertification of Recognized Employee Organization.

A Decertification Petition alleging that the incumbent Recognized Employee Organization no longer represents a majority of the employees in an established Appropriate Unit may be filed with the ERO only during the month of October of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding applicable

to such unit. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

b. The name of the established Appropriate Unit and of the incumbent Recognized Employee Organization sought to be decertified as the representative of that unit.

c. An allegation that the incumbent Recognized Employee Organization no longer represents a majority of the employees in the Appropriate Unit, and any other relevant and material facts relating thereto.

d. Proof of employee support, pursuant to Section 3.1., that at least thirty (30) percent of the employees in the established Appropriate Unit no longer desire to be represented by the incumbent Recognized Employee Organization. Such proof shall be submitted for confirmation to the ERO.

An employee organization petitioning to decertify a Recognized Employee Organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition in the form of a Recognition Petition that evidences Proof of Employee Support of at least thirty (30) percent in the Appropriate Unit, and shall include the allegations and information required under Section 7.c. and otherwise conform to the requirements of Section 4.

The ERO shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Resolution. If such determination is in the negative, the ERO shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement in writing of the reasons for the decision of the ERO. The petitioning employees or employee organization may appeal such determination to the City Council, by a written appeal, filed with the City Clerk within ten (10) consecutive calendar days after the giving of notice of deficiency by the ERO. The City Council decision shall be final and conclusive. If the determination of the ERO is in the affirmative, or if the ERO's negative determination is reversed on appeal, the ERO shall give written notice of such Decertification or Recognition Petition to the incumbent Recognized Employee Organization and to unit employees in the affected Appropriate Unit.

The ERO shall thereupon call and conduct a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of the employees of the Appropri-

ate Unit as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation by an employee organization, or no representation. Such election shall be conducted in conformance with Section 7. The incumbent Recognized Employee Organization must receive a majority of votes cast to remain the Recognized Employee Organization.

During the "open period" specified in Section 6, the ERO may, if he/she has reason to believe that a majority of unit employees no longer wish to be represented by the incumbent Recognized Employee Organization, give notice to that organization and all employees of that Appropriate Unit that he/she will call and conduct an election to determine that issue. In such event any other employee organization may, within fifteen (15) days of such notice, file a Recognition Petition in accordance with this Resolution, which the ERO shall act on in accordance with this Resolution.

If, pursuant to this Resolution, a different employee organization is formally acknowledged as the Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

SECTION 9. Policy and Standards for Determination of Appropriate Units

The City's objectives in determining an Appropriate Unit shall be the effect of such a proposed Unit on the efficient operations of the City; its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public; and insure that the employees in the proposed Unit have effective representation based on recognized community of interest considerations. These objectives require that each Unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered in determining such identifiable community of interest shall be:

a. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions, and

b. History of representation in the City and similar employment; except, however, that no unit shall be established solely on the basis of the extent to which employees in the proposed Unit have organized; and

c. Consistency with the organizational patterns of the City; and

d. Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units; and

e. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among two or more units.

The City Council has studied the services performed by its employees, as well as the other community of interest factors outlined above and has determined that the following units constitute Units within the meaning of this Resolution:

a. All public safety employees in the classifications of Police Officer and Sergeant of the Police Department who hold the status of "peace Officer" within the meaning of Penal Code Section 830 et seq., and

b. All other non-management, non-supervisory, non-professional, and non-confidential employees of the City.

In the event a group of employees asserts a community of interest separate from the Units outlined above, such employees may petition the Employee Relations Officer for a modification of the established Appropriate Units in the manner described hereafter.

SECTION 10. Procedure for Modification of Established Appropriate Units

Requests for modifications of established Appropriate Units may be submitted in writing to the ERO and shall contain a complete statement of all relevant facts and citations in support of the proposed modification sought as to an Appropriate Unit.

The ERO may propose that an established Appropriate Unit be modified. The ERO shall give written notice of any proposed modification to an Appropriate Unit, to each employee organization then recognized as such by the City, and shall hold a meeting concerning the proposed modifications, at which time all affected employee organizations shall be heard. Thereafter the ERO shall recommend to the City Council whether the request or the ERO's proposal for a change in the Appropriate Unit or units should be approved. The decision of the City Council shall be final and conclusive.

SECTION 11. Previously Designated Appropriate Units and Recognized Employee Organizations

The following units shall be deemed designated as appropriate units and the following shall be deemed Recognized Employee Organizations without further compliance with the procedures set forth herein:

a. Bell Police Officers Association Unit -- All sworn peace officers in the rank of Police Officer and Sergeant.

b. National Association of Municipal Employees Unit -- All miscellaneous employees in the classifications pursuant to Attachment A.

c. Community Service Officers and Police Dispatchers Unit -- All employees in the classifications of Community Service Officers and Police Dispatchers.

SECTION 12. Designation of Classifications and Positions

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation in accordance with this Resolution. Employees also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

The City Council shall by resolution, from time to time, designate positions in the classified service as Management, Supervisory, Professional, and Confidential employees.

The persons holding Management, Supervisory, Professional, and Confidential positions are hereby restricted from representing any employee organization which represents other employees of the City of Bell on matters within the scope of representation. Except as specifically provided otherwise in Chapter 10 of Division 4 of Title 1 of the Government Code, this Resolution does not limit the right of the persons holding such positions to be members of and to hold office in an employees' organization.

The City Council hereby designates persons holding Peace Officer positions comprising the Police Department Unit as having duties consisting primarily of the enforcement of State and local laws, and employees in these classifications and positions shall be limited to forming, joining, participating and being represented by employee organizations which are composed solely of such law enforcement employees, which concern themselves solely and exclusively with the wages, hours, working conditions, welfare programs, and advancement of the academic and vocational training in furtherance of the police profession, and which are not subordinate to any other organization.

SECTION 13. Submission of Current Information by Recognized Employee Organizations.

All changes in the information contained in a Recognized Employee Organization's recognition petition shall be submitted in writing to the ERO within fourteen (14) days of such change.

SECTION 14. Administrative Rules and Procedures

The Chief Administrative Officer is hereby authorized to establish such rules and procedures as deemed appropriate to implement and administer the provisions of this Resolution.

SECTION 15. Initiation of Impasse Procedures

If, at any time, the meet and confer process has reached impasse as defined in this Resolution, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all issues. An impasse meeting shall then be scheduled promptly by the ERO. The purpose of such meeting shall be:

a. To review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and

b. If the impasse is not resolved, to discuss whether mediation is appropriate.

SECTION 16. Construction

This Resolution shall be administered and construed as follows:

a. Nothing in this Resolution shall be construed to deny to any person, employee, Recognized Employee Organization, the City, or any authorized officer, body or other representative of the City, any right, power and authority granted by Federal or State Law.

b. This Resolution shall be interpreted so as to carry out its purposes as set forth in Section 2.

c. Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work.

d. That consideration of and as a condition of initial and continued employment by the City, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise authorized by law. In the event employees engage in such actions, they shall be subject to discipline up to and including termination, and may be permanently replaced; and participating employee organizations may thereby lose any rights accorded them under City law or contract.

SECTION 17. Severability

If any provision of this Resolution, or the application of such provision to any persons or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 18. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved, and adopted this 7th day of December 1987

Joey B. Price

Mayor of the City of Bell

Attest:

Maria G. Hernandez

City Clerk of the City of Bell

ATTACHMENT A
December 14, 1987

Account Clerk
Accounting Technician
Assistant Records Clerk
Automotive Mechanic I
Automotive Mechanic II
Building Inspector
Clerk Typist I
Clerk Typist II
Code Enforcement Officer
Council Clerk
Housing Inspector
Maintenance Worker II
Park Maintenance Supervisor
Parking Enforcement Officer
Records Clerk
Recreation Attendant
Recreation Leader III
Recreation Supervisor I
Secretary
Street Crew Leader
Van Dispatcher
Van Driver

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)
)
CITY OF BELL)

I, MARIA G. HERNANDEZ, City Clerk of the City of Bell, California, do hereby certify that the foregoing Resolution no. 87-46 was duly adopted by the City Council of the City of Bell and approved by the Mayor at a regular meeting thereof held on the 7th day of December, 1987 and that the same was adopted by the following vote, to wit:

AYES: Councilmen Cole, Mirabal, Janssen, Johnson and Mayor Price

NAYES: None

ABSENT: None

Maria G. Hernandez
City Clerk of the City of Bell

Bell City Employees Association

Classifications Represented

Professional Unit

1. Recreation Supervisor
2. Community Service Technician/Assistant Planner
3. Community Service Technician/Housing Property Coordinator
4. Senior Management Analyst/Management
5. Management Analyst

Miscellaneous Unit

1. Account Clerk/Accounting Assistant
2. Code Enforcement Officer/Code Compliance Officer
3. Community Service Assistant
4. Community Service Officer
5. Community Services Technician/Jail Supervisor
6. Housing Rehabilitation Technician/Facilities Maintenance Worker
7. Management Analyst/Police Services Supervisor
8. Office Assistant/Police Services Assistant
9. Office Assistant/Permit Technician
10. Office Coordinator/Police Services Assistant
11. Parking Enforcement Officer
12. Police Dispatcher
13. Senior Code Enforcement Officer/ Senior Code Compliance Officer

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Consideration of Adopting the Attached Resolution 2012-53 Approving a Joint Exercise of Powers Agreement, (JPA), between the City and the Los Angeles Gateway Region Integrated Regional Water Management Authority, (Gateway Authority), and appointing Terry Rodrigue, City Engineer as the Board Member and Young Park, Senior Engineer as the Alternate.

RECOMMENDATION:

Adopt Resolution No. 2012-53; authorize the City Manager to execute the attached JPA with the Gateway Authority; and appoint Terry Rodrigue, City Engineer as the City's Board Member, and Young Park, Senior Engineer as the Alternate Board Member.

BACKGROUND:

The State of California, through the State Water Resources Control Board and the Various Regional Water Quality Control Boards are responsible for working to develop and enforce water quality objectives and implementation plans that will best protect the State's waters. The State and Regional Boards have been encouraging regional water management planning through the incentive of grants from State Water Resources development bonds. The concept is to integrate water resource planning that has typically been done on a jurisdiction-by-jurisdiction and function-by-function basis into a unified process encompassing entire watersheds. This includes water supply, storm water runoff, sanitation system, water quality improvements, and habitat restoration in a single plan that proposes multi-use projects that cross jurisdictional boundaries.

Los Angeles County, south of the ridgeline of the San Gabriel Mountains, is the watershed area that was defined as the planning group in which Bell is located. Because of the massive population and number of jurisdictions and special districts in the area, the planning effort was further divided into 5 sub-regions, with Bell included in the Lower Los Angeles and San Gabriel Rivers sub-region.

In 2007, the Southern California Council of Governments formed the Gateway Cities Council of Governments, (Gateway COG), and this organization was then designated by the State of California as a an Integrated Regional Water Management Authority. The Authority was created

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to develop integrated plans for submittal into the sub-regional planning process, as many cities in the Gateway COG believe that the Lower Los Angeles and San Gabriel Rivers sub-region grouping is still too large of effective integration of multi-use planning efforts.

DISCUSSION:

Each jurisdiction that joins the Authority is considered a member with one voting seat on the Board. There is no compensation for this position. The City can withdraw as a member at any time with a 30-day notice. The standard yearly dues for the Gateway Authority membership is $15,000. On July 12, 2012, the Gateway Authority voted to authorize the City of Bell to join the Authority at a reduced rate of $7,500 due to the recent financial conditions of the City. However, these dues would be reevaluated every year. Staff believes that the three most important reasons for joining the Gateway Authority are:

1. Participate in joint grant funding requests that will help the City meet its NPDES (National Pollution Discharge Elimination System) commitments as outlined in our State Water Board Permit.
2. Participate with the Gateway Authority to effectively negotiate regulations which will affect the City's Water Quality Management activities.
3. Work with adjacent jurisdictions to lower the cost of NPDES regulations by sharing resources.

FISCAL IMPACT

When the City negotiated the solid waste contract, it was anticipated that the hauler would set aside funds to pay for the City's storm water management activities. These dues were included in that budgeted amount. There will be no general fund impact.

ATTACHMENTS

1. Resolution 2012-53
2. Joint Exercise of Powers Agreement of the Gateway Authority

RESOLUTION NO. 2012 - 53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING A JOINT EXERCISE OF POWERS AGREEMENT, (JPA), BETWEEN THE CITY OF BELL AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY, (GATEWAY AUTHORITY), AND APPOINTING TERRY RODRIGUE, CITY ENGINEER AS THE BOARD MEMBER AND YOUNG PARK, SENIOR ENGINEER AS THE ALTERNATE

WHEREAS, the Gateway Authority is the has been recognized by the California Department of Water Resources as a regional water management authority; and

WHEREAS, the City of Bell falls within the geographic boundaries of the Gateway Authority watershed; and

WHEREAS, the City of Bell wishes participate in the Gateway Authority which offers the City opportunities for cooperative planning, resource development, and project implementation with neighboring jurisdictions who share the same watershed and same groundwater basin; and

WHEREAS, on July 12, 2012 the Board of the Gateway Authority voted to offer the City of Bell a membership for this year for $7,500, a discount of 50% of the fees, in recognition of the City's recent financial challenges

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

Section 1. The attached JPA is approved.

Section 2. The City Manager is authorized to sign the attached JPA Agreement with the Gateway Authority.

ADOPTED AND APPROVED THIS 15th DAY OF AUGUST, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement"), dated for reference as of _____, is entered into by and between the Cities of Bell Gardens, Bellflower, Cerritos, Commerce, Downey, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and the Central Basin Municipal Water District, and the Long Beach Water Department, et al., all of which are municipal corporations. Each of the foregoing are sometimes referred to herein as "Member", or collectively as "Members."

RECITALS

(i) Each party to this Agreement is a "local public agency", as defined in the Integrated Regional Water Management Planning Act of 2002, California Water Code Section 10530, et seq. ("IRWMPA"). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(ii) Each Member is a "public agency", as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Joint Exercise of Powers Agreement in order to exercise powers common to these public agencies.

(iii) It is the intent of the Members in entering into this Agreement to create a "regional water management group", as defined in and authorized by the IRWMPA, in order to create a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members' jurisdictional areas (collectively, "Gateway Region") and can also perform other regional responsibilities for water development and management, as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a "regional water management group", to jointly prepare and/or adopt a "regional plan" for the management of water resources, and for implementation and operation of "qualified projects or programs", and/or the preparation of "qualified reports and studies", as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the

preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. Notwithstanding the citation of specific legal authority for the foregoing, the Joint Powers Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies.

3. Establishment. Pursuant to the Joint Exercise of Powers Act (Government Code Sections 6600, *et. seq.*), there is hereby established a Joint Powers Authority which shall be a regional water management group and a public entity separate from the parties to this Agreement. The name of such entity shall be the Los Angeles Gateway Region Integrated Regional Water Management Authority ("Authority"). The Authority shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This Agreement is effective as of the latest date by which at least three (3) Members, two of which have statutory authority over a water supply, have adopted resolutions by their legislative bodies approving joining the Authority and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the Authority have been satisfied and all assets of the have been distributed.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the Authority shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach shall cease to be a Member, then the Authority shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory authority over a water supply.

6. Governing Board. The governing body of the Authority shall be the Governing Board which shall be made up of one representative from each Member public agency, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the Authority and shall act consistent with and in furtherance of the purposes of this Agreement and the Authority, as specified in Section 2, above.

(a) Appointment. The legislative body of each of the Member public agencies shall appoint one member of the Governing Board and one alternate Board member. If neither the Governing Board member nor the Member's alternate can attend a scheduled meeting, the Member public agency may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board shall serve a two-year term. Board members and alternates may be removed at any time by the appointing legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members shall receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Voting shall require a majority or super-majority vote as provided below in Section (g).

(e) Responsibilities. It shall be the responsibility of the Policy Board to:

(1) Determine general policy for Authority activities.

(2) Act on behalf of all Members in adopting strategies to pursue the purposes of the Authority, as set forth in Section 2 of this Agreement.

(3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the Authority, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.

(4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the Authority.

(5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.

(6) Share costs equally among the Members, except as otherwise provided herein.

(7) Approve or deny applications from local public agencies for admission to the Authority or expel a member from the Authority, which shall require a super-majority vote of the Board and approval by the legislative bodies of the Members pursuant to Sections 13, 16 and 17.

(8) Adopt by-laws, rules and regulations governing operations of the Authority.

(9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*)

(f) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings hall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the Authority and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with the most current edition of "Roberts Rules of Order" unless otherwise provided by the Governing Board.

(g) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of three-quarters (3/4) of the Members of the entire Board.

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, and/or such other officers as the Board shall find appropriate. Each officer shall serve for a term of one (1) year unless sooner terminated at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the Authority shall be executed by the Chair or the Executive Director, and attested to by the Secretary and approved as to form by Lead Agency's legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an executive director, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the Authority directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with California Government Code Section 6505 or successor authority. The Treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority received from whatever source. The Controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act.

(d) Consultants. In addition to hiring employees, the Authority is authorized to enter into contracts and pay consultants pursuant to the Authority's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including for the provision of professional, financial, legal, administrative, technical or other services.

(e) Lead Agency. The Governing Board may select from the Members, a Lead Agency for the Authority. In such case, the City Manager or General Manager of the Lead Agency City shall be and act as the Secretary for the Authority and the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the Authority, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the Authority and each shall file an official bond in the penal sum of Ten Thousand Dollars ($10,000.00) or such additional amount as the Governing Board may establish. By majority vote, the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the Authority.

(f) Property of the Authority. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Secretary and Treasurer, to receive, deposit, invest, and disburse the money of the Authority pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the Authority, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the Authority shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

(a) To exercise the common powers of its Members pursuant to Section 2 above;

(b) To make and enter into contracts;

(c) To employ agents and employees;

(d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;

(e) To acquire, hold or dispose of real or personal property;

(f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;

(g) To sue and be sued in its own name;

(h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;

(i) Obtain insurance for the Authority and contract for risk management services authority;

(j) Invest money of the Authority in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;

(k) To prepare and support legislation related to the purposes of this Agreement;

(l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the Authority; and

(m) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The Authority shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the Authority which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over $100,000 shall require a super-majority vote. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member, shall make the required contribution, providing that any member not wishing to make such contribution may, in the alternative, withdraw from the Authority within said period by adopting a resolution of withdrawal by its legislative body.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the Authority and may become a Member upon a super-majority vote of the Governing Board. Upon admission, each new Member shall immediately execute this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a voluntary payment of any costs incurred by the Authority to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the Authority.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the Authority and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The auditor of the Authority shall either prepare or contract with a certified public accountant to prepare an annual audit of the Authority's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within six (6) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the Authority, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein, no Member shall be individually responsible for any of the debts,

liabilities or obligations of the Authority, and all such debts, liabilities and obligations shall exclusively be those of the Authority.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the Authority and all other Members, and employees, officers and agents of the Authority, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The Authority shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions, or actions of the Authority or the Authority's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the Authority to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the Authority, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the Authority solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of Authority funds to defend, indemnify and hold the Authority, members of the Governing Board, and any employee or agent of the Authority, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the Authority.

(d) Self Insure. The Authority may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of

any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the Authority by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than thirty (30) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the Authority has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the Authority, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the Authority. This Agreement may not be terminated so long as the Authority has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

> To Member public agencies at each Member public agency's official business address, personally addressed to the that agency's Governing Board member;
>
> To the Authority at 11111 Brookshire Ave., Downey CA 90241, attention: Secretary. This address shall be the Authority's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. This Agreement may be amended by a super-majority vote of the Governing Board and by a super-majority vote of the legislative bodies of the Members acting by resolution with all such resolutions adopted within 90 days of the action by the Governing Board.

19. Legal Actions.

(a) Remedies. The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the Authority, service of process on the Authority shall be made by personal service upon the Executive Director or Secretary of the Authority, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the authority of any agency of the Authority, this Agreement shall be liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the Authority shall have any financial interest, direct or indirect, in the Authority nor shall any such person participate in any decision relating to the Authority which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the Authority shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 6250 *et. seq.*) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the Authority shall be that of the office of the Executive Director or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

25. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. Filing with Secretary of State. The Secretary of the Governing Board is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5 and shall file all other official notices as may be required by law.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:

Dated: _____

By: _____

Doug Willmore, City Manager

ATTEST:

_____

Rebecca Valdez, CMC, City Clerk

APPROVED TO FORM:

_____ for David J. Aleshire

David Aleshire, City Attorney

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Terry Rodrigue PE, City Engineer

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Consideration of Adopting the attached Resolution 2012-54 Approving a Memorandum of Understanding, (MOU), between the City and Los Angeles County Metropolitan Transportation Authority, (LACMTA), for the Installation, Operations and Maintenance of a Signal Priority Project on Atlantic Avenue between Randolph Street and Florence Avenue.

RECOMMENDATION:

Authorize the Mayor to sign the attached MOU with LACMTA outlining guidelines, responsibilities and procedures for the installation, operations and maintenance of a Signal Priority Project on Atlantic Avenue between Randolph Street and Florence Avenue.

BACKGROUND:

In 1998 LACMTA initiated a Countywide Bus Signal Priority Pilot Project for various major arterials throughout Los Angeles County. This project installs equipment at signalized intersections along major transportation corridors that can communicate with LACMTA busses. The purpose of this communication is to provide information to the intersection about the arrival of a bus and to give the intersection an opportunity to either hold the green time or reduce the red time for several seconds in order to minimize delays. This provides for a more efficient bus operation and general improvement of traffic flow along the corridor.

In 2005 LACMTA expanded the program into two additional phases. Phase II of the program began in 2008 and plans include the Atlantic Avenue corridor. In order to accomplish this goal, LACMTA will need to install certain equipment on City traffic signals on Atlantic Avenue. Staff has met with LACMTA staff and reviewed the concept for the installation of this equipment and finds that the approach is compatible with the City's signalization goals.

The attached MOU outlines the roles and responsibilities of the City and LACMTA for the proposed project. Staff has reviewed and agrees to the split of the roles and responsibilities as outlined in the MOU.

AGENDA ITEM NO.

43

FISCAL IMPACT

The cost to implement the project will be born by LACMTA. They will pay for this with their share of Prop C money, together with their Federal Congestion Management and Air Quality money. The funding that LACMTA will be using on the project does not affect the City's fund allocation from these programs. The City will, however, be required to coordinate, review and inspect the work that LACMTA performs and thus there will be a cost to the City for this project. Staff estimates that the cost will be between $3,000 and $4,000. This will be paid for by Gas Tax funds and is within the City's existing budget.

ATTACHMENTS
Resolution 2012-54
MOU with LACMTA

RESOLUTION NO. 2012 - 54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, COUNTY OF LOS ANGELES, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES COUNTY METROPOLITAN AUTHORITY FOR THE INSTALLATION, OPERATIONS AND MAINTENANCE OF A SIGNAL PRIORITY PROJECT ON ATLANTIC AVENUE

WHEREAS, the Los Angeles County Metropolitan Authority, (LACMTA), has instituted a signal priority project on various arterial streets within Los Angeles County; and

WHEREAS, LACMTA has expanded the program and wishes to include Atlantic Avenue within the City of Bell in this project; and

WHEREAS, the City of Bell wishes to have Atlantic Avenue included in the signal priority project being installed by LACMTA

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE:

Section 1. The attached Memorandum of Understanding, (MOU), outlining the roles and responsibilities of the City of Bell and LACMTA is approved.

Section 2. The Mayor is authorized to sign the attached MOU with LACMTA.

ADOPTED AND APPROVED THIS 15th DAY OF AUGUST, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

INTER-AGENCY COUNTYWIDE SIGNAL PRIORITY MEMORANDUM OF UNDERSTANDING

CITY OF BELL
AND
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Memorandum of Understanding ("MOU") is a no cost agreement entered into effective June 1, 2012 by and between the City of Bell ("City") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") to provide inter-agency guidelines, responsibilities and procedures for the installation, operations and maintenance of Countywide Signal Priority (CSP) to support METRO Rapid operations.

RECITALS

A. The City has responsibility for the operation and maintenance of its local traffic control system.

B. LACMTA is deploying its Metro Rapid bus service, which will be running through certain corridors in the City. A component of this Rapid bus program is to provide signal priority for Rapid buses at signalized intersections along the Rapid bus route. LACMTA uses Countywide Signal Priority ("CSP") technologies to implement the signal priority element of the Rapid service.

C. The implementation of CSP technologies have been successfully demonstrated to enhance Metro Rapid services, resulting in substantial travel time savings for the public without negatively impacting the overall transportation network.

D. CSP was prepared in accordance with state and federal traffic signal safety requirements. The implementation of CSP does not affect or alter the safety parameters of the local traffic control system.

E. The City desires to participate in the Metro Rapid service by allowing LACMTA to make certain improvements on City traffic control equipment at targeted intersections as described herein.

F. The purpose of this MOU is to establish the following items to facilitate the implementation and ongoing operations of CSP for Metro Rapid services along Atlantic Avenue between Randolph Street and Florence Avenue in the City of Bell:

- Clear delineation of roles and responsibilities of each agency
- Standard operating procedures for each agency
- Maintenance responsibilities for agencies
- Acceptance of mutual cooperation to resolve technical and institutional issues during the design, implementation, operation and maintenance of the CSP project.
- Communication protocols (along with contact names and phone numbers)

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1.0 CITY AGREES:

1.1 ROLES AND RESPONSIBILITIES

1.1.1 If available, the City will provide or make available to LACMTA existing traffic signal plans for targeted intersections in order for LACMTA to prepare final as-built drawings. Such traffic signal plans shall be provided in an electronic format, if available.

1.1.2 The City will provide coordination support during the design, installation and testing of all CSP elements. Such support may include, without limitation, timely review of design, access to necessary equipment for installation, providing timely approvals and inspections and making staff available on an as-needed basis.

1.1.3 The City shall work with LACMTA to make space available for the installation of CSP WLAN equipment within traffic controller cabinets and on traffic signal poles and mast arms as necessary.

1.1.4 The City shall issue permits, if required, at no cost to LACMTA or its contractors for all work directly related to the installation of CSP.

1.1.5 The City shall assist with the installation of updated traffic signal control programs required for the CSP operation. The City shall remain responsible for tasks directly related to day-to-day traffic signal operations.

1.1.6 The City hereby authorizes LACMTA to obtain the applicable traffic signal control firmware for the City in order to operate the CSP system.

1.1.7 The City shall retain exclusive ownership and control over all local traffic signal control equipment. Other than the CSP WLAN and related equipment, the City shall also retain exclusive ownership

and control over all other equipment, firmware, software and improvements that LACMTA makes to the City traffic signals.

1.2 OPERATIONS & MAINTENANCE

1.2.1 The City shall retain responsibility for the operations and maintenance of the local traffic control system, including those intersections receiving traffic signal cabinet, controller hardware and firmware upgrades. Nothing in this MOU is intended to change or be construed to change City's responsibilities in operating and maintaining its traffic control system, including, without limitation, traffic timing/signal issues at City intersections.

1.2.2 The City reserves the right to disconnect CSP hardware as deemed necessary as part of normal local traffic signal control operations and maintenance.

1.2.3 The City will notify LACMTA if CSP hardware is disconnected during the normal course of traffic signal control operations and maintenance.

1.3 COOPERATION

1.3.1 The City supports the deployment of the CSP System and will cooperate with LACMTA in order to successfully deploy signal priority along Atlantic Avenue between Randolph Street and Florence Avenue in the City of Bell.

1.3.2 The City reserves the right to terminate this MOU at any time upon thirty (30) days' written notice to LACMTA, except that where termination is due to a breach by LACMTA of this MOU, the City may provide ten (10) days prior written notice of its intent to terminate this MOU.

1.4 COMMUNICATIONS

1.4.1 The City appoints the following individual to serve as the principal point of contact under this MOU:

Terry Rodrigue
City Engineer
City of Bell
6330 Pine Ave.
Bell, CA 90201
City Hall 323-588-6211
trodrigue@cityofbell.org

2.0 LACMTA AGREES:

2.1 ROLES AND RESPONSIBILITIES

2.1.1 To the extent, LACMTA obtains traffic signal plans from the City, LACMTA shall update such traffic signal plans with the proposed signal priority improvements and provide final as built plans to the City upon completion of installation.

2.1.2 At LACMTA's sole cost and expense, LACMTA shall procure, test, and in coordination with the City, integrate, and install all elements necessary to implement CSP at each targeted intersection, including installing traffic signal controller and firmware upgrades when necessary. LACMTA shall not install any CSP equipment until LACMTA has received (i) City's approval on the design and (ii) the applicable City permits.

2.1.3 LACMTA and its contractors will obtain all necessary permits and coordinate with the City prior to commencing fieldwork.

2.1.4 LACMTA will retain exclusive ownership and control over the CSP WLAN and related equipment.

2.1.5 LACMTA will coordinate with the Los Angeles County Department of Public Works who will be responsible for updating and the initial entering of signal timing with CSP parameters along Atlantic Avenue between Randolph Street and Florence Avenue in the City of Bell.

2.2 OPERATIONS & MAINTENANCE

2.2.1 LACMTA shall work with the City to develop appropriate signal priority implementation strategies acceptable to both agencies. The parties understand and agree that the City is ultimately responsible for the traffic timing sheets that control all intersections.

2.2.2 LACMTA will coordinate all operations and maintenance directly attributable to the signal priority deployment with the City.

2.3 COOPERATION

2.3.1 LACMTA will work closely with the City to ensure that the deployment of signal priority does not impact traffic conditions or increase normal operations and maintenance requirements at signal prioritized intersections.

2.4 COMMUNICATIONS

2.4.1 LACMTA appoints the following individual to serve as the principal point of contact:

Reinland Jones
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-22-9
Los Angeles, CA 90012
(213) 922-2231
jonesre@metro.net

3.0 MUTUALLY AGREED:

3.1 The recitals above are incorporated by reference and hereby made a part of this MOU.

3.2 By accepting this MOU, the City and LACMTA recognize that it is impractical to make provisions for every contingency that may arise during the term of this MOU. The City and LACMTA agree in principle that the MOU shall operate with fairness and without detriment to the interest of all parties, and if in the course of the performance of this MOU, an infringement of this principle is anticipated or disclosed, the City and LACMTA shall promptly meet in good faith and shall determine what actions need to take place to remove the cause or causes of such infringement.

3.3 Neither the City nor any officer or employee thereof is responsible for any damages or liability occurring by reason of anything done or omitted to be done by LACMTA under or in connection with any work authority or jurisdiction delegated to LACMTA under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, LACMTA shall fully defend, indemnify and save harmless the City and their respective officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injury (as defined in Government Section 810.8) occurring by reason of anything done or omitted to be done by LACMTA under or in connection with any work, authority, responsibility or jurisdiction delegated to LACMTA under this MOU.

3.4 Neither LACMTA nor any officer or employee thereof is responsible for any damages or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work authority or jurisdiction delegated to the City under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, the City shall fully defend, indemnify and save harmless LACMTA and their respective

officers and employees from all claims, suits or action of every name, kind and description brought for or on account of injury (as defined in Government Section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, responsibility or jurisdiction delegated to the City under this MOU.

3.5 This MOU, along with its attachment, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

3.6 This MOU shall be governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

3.8 This MOU shall remain in effect for at least 3 years from the execution date, to the extent that project funds are available. After such time, this MOU shall terminate within 30 days upon request by either party.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By: _____ 5/18/12
Deputy Date

GRANTEE:

CITY OF BELL

By: _____ Date
Ali Saleh
Mayor

APPROVED AS TO FORM:

Dave Aleshire
City Attorney

By: _____ 8/9/12
for Date
Dave Aleshire

City of Bell
Agenda Report

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Doug Willmore, City Manager

SUBJECT: Proposition A Funds Exchange with the Palos Verdes Peninsula Transit Authority

RECOMMENDATION:

Approve an agreement with the Palos Verdes Peninsula Transit Authority Exchanging $467,000 in City of Bell Proposition A funds for $350,000 of General Funds.

BACKGROUND AND DISCUSSION

Proposition A, which was approved by the voters of Los Angeles County in 1980, was a ballot measure that implemented a ½ cent sales tax specifically dedicated to finance transit development. The measure contained a provision designating 25 percent of these tax revenues for use by local governments to develop or improve public transit, para-transit and related transportation infrastructure. Additionally, the measure allowed local governments to trade these funds with other local governments in exchange for general or other funds.

Over the past several years, the City of Bell has accumulated an unappropriated balance of Proposition A funds that totaled an estimated $519,285 at the end of the 2011-12 fiscal year. One of the budget balancing strategies incorporated into the FY 2012-13 budget was the exchange of $467,000 if these funds at a rate of 75 cents on the dollar in order to generate $350,000 in General Funds. The Palos Verdes Peninsula Transit Authority (PVPTA) has conducted this type of exchange with other agencies and, thereby, has experience in securing approval of the trade through the Los Angeles County Metropolitan Transportation Authority (METRO) which serves as the regulatory agency for Proposition A funds. The PVPTA Board approved the proposed agreement at its meeting of July 26, 2012.

FINANCIAL IMPACT

The proposed exchange of funds will result in fulfilling one of the revenue assumptions incorporated into the FY 2012-13 budget. The Proposition A funds of $467,000 are budgeted as an expenditure (account no. 70-521-0700-0245) and the receipt of the $350,000 of general funds was anticipated in the revenue accounts (account no. 01-426-70).

Attachment: Agreement

PROPOSITION A ASSIGNMENT AGREEMENT

This Assignment Agreement is made and entered into this 26th day of July 2012, by and between the Palos Verdes Peninsula Transit Authority (PVPTA) and the City of Bell, with respect to the following facts:

A. The PVPTA operates a municipal transit system had has a need for additional Proposition A Local Return funds to assist in the financing of its fixed route transit operations, and to provide funds for acquisition of a new transit related equipment.
B. The City of Bell has an accumulation of uncommitted Proposition A Local Return funds which could be made available to the PVPTA to assist in providing the project described in Paragraph A. of this Agreement. In exchange for the assignment by the PVPT A of the amount of its general funds indicated in Section 1 below, the City of Bell is willing to assign uncommitted Proposition A Local Return funds to the PVPTA for the purpose identified in Paragraph A.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. The City of Bell agrees to assign $467,000 of its uncommitted Proposition A Local Return funds to the PVPTA in Fiscal Year 2012/13. In return, the PVPTA agrees to assign $350,000 in general funds to the City of Bell in Fiscal Year 2012/13.
2. Consideration. The City of Bell shall assign the agreed upon Proposition A Local Return funds to the PVPTA in one payment no later than September 30, 2012. The PVPTA shall assign the agreed upon general funds to the City of Bell in one payment no later than September 30, 2012.
3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.
4. Termination. Termination of this Agreement may be made by either party before the date of approval of the project description covering the funds in question by the Metropolitan Transportation Authority, so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination.
5. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

   Mr. Doug Willmore, City Manager, City of Bell, 6330 Pine Avenue, Bell, California 90201

   Mr. Martin Gombert Administrator, PVPTA P.O. Box 2656 Palos Verdes Peninsula, California 90274

6. a. The PVPTA shall use the assigned Proposition A Local Return Funds only for the purpose of providing the project discussed in Paragraph A of this Agreement and within the time limits specified in Metropolitan Transportation Authority's Proposition A Local Return Program Guidelines.

b. Concurrently with the Execution of this Agreement, the PVPTA shall provide the Metropolitan Transportation Authority with the Standard Assurances and Understandings Regarding Receipt of Use of Proposition A Funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, duly authorized, on the day and year written above.

PALOS VERDES PENINSULA TRANSIT AUTHORITY

By: _____
Chairperson

CITY OF BELL

By: _____

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Nancy Fong, AICP, Interim Community Development Director

APPROVED: _____
BY Doug Willmore, City Manager

SUBJECT: Consideration to accept the student project proposal in preparing a General Plan Update Study

RECOMMENDATION:

Accept the student project proposal from California Polytechnic State University at San Luis Obispo.

DISCUSSION/BACKGROUND:

Mr. Ken Hampian and Mr. Michael Multari, who were the facilitators for the goals setting meeting conducted last January, have helped the City Council and the community to formulate the Citywide goals. Both Mr. Hampian and Mr. Multari knew that the City eventually would have to update its General Plan. Since they have strong ties to California Polytechnic (Cal Poly) State University at San Luis Obispo, they have talked to the faculty about the City's possible needs for updating the General Plan. Staff learned that the faculty and graduate students were interested in assisting the City to analyze and update the General Plan policies to contemporary standards or practices. Staff, the Community Development Director and former City Manager Mr. Arne Croce, have met with Mr. Chris Clark, Urban Planning instructor at Cal Poly and have a few follow-up discussions with him regarding the proposal to provide assistance to the City.

Mr. Chris Clark stated that the General Plan study (Studio) would take two quarters, Fall and Winter of the school year, between September 2012 and March 2013. There will be two professors and sixteen graduate students working on the General Plan Studio. Their proposal will include visits to the City, carry out background studies, engage in community outreach, and develop policies for consideration by the City. Attached is a more detailed school program for the two quarters of General Plan Studio and as summarized below:

Fall Quarter 2012 (September 17 through November 28)

- Initiate background investigations for each of the seven elements of the general plan, and any optional elements.
- Visit the city and inventory land uses, building and land condition, infrastructure, parks and circulation. [4th week]
- During this first visit, invite the public to an evening forum for the expression of visions for the future of Bell.
- Develop a set of background studies designed to inform the next stage of policy development in the city.
- Return to Bell. Refine background information and present findings to city officials and citizens. [7th week]
- Deliver draft background studies.

AGENDA ITEM NO. 57

Winter Quarter 2013 (January 7 through March 13)

- The studio will be divided into teams to address each of the individual elements of the general plan.
- Initiate policy development for the general plan.
- Develop three alternative approaches for city
- Two public meetings to present and receive public input on alternatives for the general plan policies. The final meeting is with the City Council.
- End of May 2013—Final Community Profile and Downtown Plan submitted to City

Products

- Background studies
- Community outreach analysis report
- Four public meetings including City Council presentation
- Draft policy documents/elements

Staff Involvement

- Work with instructors to develop the schedule for community meetings.
- Assistance gathering existing reports (see below) and some advice on who to contact.
- Assistance with noticing and attendance at three community outreach events and final City Council presentation.
- Staff phone interviews (1/2 hour) to identify issues and resources, check facts, then later to finalize plan ideas.
- Review draft reports and elements.

The City Council is aware that the current General Plan is dated 1996. Further, the City has missed two cycles of Housing Element updates required by State Housing and Community Development (HCD). The two Housing Element cycles were 1997 to 2007 and 2007 to 2013. The 2013 to 2021 cycle for Housing Element update has begun. Typically a City, through an Request for Proposal, would hire a team of consultants to prepare the General Plan and Housing Element update. All General Plan update requires Environmental Impact Report. Therefore, updating a General Plan is expensive, ranging from a budget of $500,000 for small city to over $1 million for a larger city. The big portion of the General Plan budget is in the preparation work especially the community meetings to engage the residents in formulating goals and policies. The time frame usually takes a minimum of a year to more than 2 years.

First and foremost, accepting the student project proposal will allow the students to have practical experiences in urban planning through research, observation, and interaction with citizens. They will learn to draft documents on factual information, public opinion, and policy directives. It is a student project and not a City project and will not trigger an environmental impact report. The end result of the student project is for the City to have a set of background studies, results of community outreach and draft policy documents that will be valuable to the City's General Plan Update and hopefully will help reduce the cost for the update. The timing of the student project co-inside with the anticipated permanent Community Development Director coming on board in September, who will have an opportunity to provide the guidance and supervision of the student project.

ATTACHMENTS:

1. Proposal from Cal Poly San Louis Obispo

CALIFORNIA POLYTECHNIC STATE UNIVERSITY
COLLEGE OF ARCHITECTURE AND ENVIRONMENTAL DESIGN
CITY AND REGIONAL PLANNING DEPARTMENT

City of Bell

General Plan Update

Cal Poly San Luis Obispo proposes to engage the City of Bell in an update of its General Plan. The sixteen member graduate studio and two professors will visit the city, carry out background studies, engage in community outreach, and develop policies for consideration by the city. Students will learn about the community, through research, observation, and interaction with its citizens. They will draft documents on factual information, public opinion, and policy directives.

The studio meets for two 10-week quarters, from mid-September through the March with a break during the holidays. The studio would visit the city twice during each quarter, with the final visit comprising a presentation to the City Council.

Fall Quarter 2012 (September 17 through November 28)

- Initiate background investigations for each of the seven elements of the general plan, and any optional elements.
- Visit the city and inventory land uses, building and land condition, infrastructure, parks and circulation. [4th week]
- During this first visit, invite the public to an evening forum for the expression of visions for the future of Bell.
- Develop a set of background studies designed to inform the next stage of policy development in the city.
- Return to Bell. Refine background information and present findings to city officials and citizens. [7th week]
- Deliver draft background studies.

Winter Quarter 2013 (January 7 through March 13)

- The studio will be divided into teams to address each of the individual elements of the general plan.
- Initiate policy development for the general plan.
- Develop three alternative approaches for city
- Two public meetings to present and receive public input on alternatives for the general plan policies. The final meeting is with the City Council.
- End of May 2013—Final Community Profile and Downtown Plan submitted to City

Products

- Background studies
- Community outreach analysis report
- Four public meetings including City Council presentation
- Draft policy documents/elements

Staff Involvement

- Work with instructors to develop the schedule for community meetings.
- Assistance gathering existing reports (see below) and some advice on who to contact.
- Assistance with noticing and attendance at three community outreach events and final City Council presentation.
- Staff phone interviews (1/2 hour) to identify issues and resources, check facts, then later to finalize plan ideas.
- Review draft reports and elements.

Documents and info for the City/planning area needed

- GIS or any mapping data;
- The most recently approved community plan (we have this), design guidelines, and zoning regulations;
- Transportation data and projections (traffic and parking analyses, plans for roadway expansion);
- Any recent EIR's;
- The most recent update to the Housing Element (and related data) covering the area;
- Information on the Community Development Block Grant;
- Any economic feasibility reports or market analysis prepared for the City or for major projects in the City;
- Any other reports pertaining to the area that have been completed and that you believe are relevant to the project.

Instructors

Chris Wm Clark, cclark@calpoly.edu (805) 441-1845
Kelly Main, kdmain@calpoly.edu (805) 756-2285

City of Bell
Agenda Report

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Debra Kurita
for Doug Willmore, City Manager

SUBJECT: City of Bell Youth Hiring Program

RECOMMENDATION:

Adopt a Resolution establishing the City of Bell Youth Hiring Program

BACKGROUND AND DISCUSSION

In January, 2012, the Mayor and City Council outlined a number of City-wide goals including one to, "Continue and enhance a balanced variety of high quality recreation and related programs for the community, with an emphasis on youth and seniors." To that end, the Community Services Department provides parks and recreation services to its population of over 35,000 residents, a third of which are under 18 year of age.

A new program that was presented and discussed during the review of the Community Services Department's FY 2012-13 budget is the Bell Youth Hiring Program. During that discussion, the Mayor and Council requested that the Community Services Director prepare proposed guidelines and criteria for the program and work with the educational community to develop an implementation plan that provides the opportunity to participate to all of the eligible youth of the community. As detailed in the Exhibit to the Resolution, the selection process will involve an application, an essay, and an interview. In order to apply, the candidates will be required to meet the following criteria:

- Student is in or entering the Junior year in High School
- Student has an overall B Grade point average or better
- Student's family meets Housing and Urban Development (HUD) guidelines for low/moderate income households
- Student and family has lived in Bell for 2 or more years
- Student has not previously participated in the program

The budget allocated funding for hiring, training and providing work experience for up to 11 high school students a year. In order to implement the program, the proposed Resolution establishes the classification of Youth Aide and establishes an hourly rate of compensation of $8.25. The budget for this program provides that each student may work a maximum of 19 hours a week during their school breaks for a maximum of 12 weeks a year. The participants will be assigned to work in the Community Services parks and recreation programs.

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The program will be open to all Bell residents, regardless of the school they attend. The work program will be conducted during the summer and other school breaks during the year. In recognition that Bell High is on a year round schedule, the number of positions available will be staggered throughout the year.

As a component of the application, the students will submit an essay, the topic of which will be determined by the Community Services Director on an annual basis. The Bell High administrators have agreed to be responsible for reviewing these essays for the 2012-13 fiscal year. Prior to finalizing the appointment of any Youth Aide, the Community Services staff will determine if the family meets the HUD low/moderate income and the residency guidelines.

FINANCIAL IMPACT

The approximately $20,000 in funds for hiring the Youth Aides who will participate in the City of Bell Youth Hiring Program are budgeted in the Community Services Department Youth Activities account for part-time employees (account no. 01-521-5200-0120).

RESOLUTION NO. 2012-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE BELL YOUTH HIRING PROGRAM GUIDELINES AND CRITERIA AND ESTABLISHING A YOUTH AIDE POSITION AND COMPENSATION

WHEREAS, the City of Bell, is an urban community in Southeast Los Angeles County with a population density of 35,000 residents in a 2.5 square mile area and where, according to the United States Census Bureau, 33% of its inhabitants are under the age of 18, and

WHEREAS, the Mayor and City Council of the City of Bell have identified a goal to "continue and enhance a balanced variety of high quality recreation and related programs for the community, with an emphasis on youth and seniors." and

WHEREAS, in June 2012, the Mayor and City Council adopted a budget for FY 2012-13 that included an allocation for a new Bell Youth Hiring Program in the Community Services Department; and

WHEREAS, it is necessary to establish the guidelines and criteria for the program; and

WHEREAS, in order to implement the program it is necessary to establish the classification and compensation for the high school youth that will participate in the program as Youth Aides,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. That the Bell Youth Hiring Program in the Community Services Department is hereby established.

Section 2. That the City Manager and/or his designee is authorized and directed to implement the Bell Youth Hiring Program Guidelines and Criteria as outlined in Exhibit A and to make adjustments as necessary during the course of the implementation of the program.

Section 3. That a Youth Aide position is established as an unrepresented part-time hourly classification with the compensation of $8.25 per hour.

Section 4. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED, AND ADOPTED this 15th day of August 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM:

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

EXHIBIT A

Bell Youth Hiring Program
Guidelines and Criteria

In January, 2012, the Mayor and City Council of the City of Bell outlined a number of City-wide goals including one to, "Continue and enhance a balanced variety of high quality recreation and related programs for the community, with an emphasis on youth and seniors." The Bell Youth Hiring Program is one of the elements provided through the Community Services Department that was designed to help the City make progress in achieving this goal. The focus of this program, which was initiated with the FY 2012-13 budget, is to provide a meaningful learning and working opportunity for a number of youth of this community.

The selection process involves an application, an essay, and an interview. In order to apply, the candidates must meet the following criteria:

- Student is in or entering the Junior year in High School
- Student has an overall B Grade point average or better
- Student's family meets Housing and Urban Development (HUD) guidelines for low/moderate income households
- Student and family have lived in Bell for 2 or more years
- Student has not previously participated in the program

The budget contains funding for hiring, training and providing work experience for up to 11 high school students a year. The program is open to all Bell residents, regardless of the school they attend. The work program will be conducted during the summer and other school breaks during the year. In recognition that one of the high schools that services the City's youth, Bell High, is on a year round program, the number of positions available are staggered to allow all of the eligible students an opportunity to apply and participate in the program.

The successful candidates will be selected by the Community Services Director and staff after completing the screening and interview process. As a component of the application, the students will submit an essay, the topic of which will be determined by the Director on an annual basis. The Director will work with the educational community to involve them in a fair and impartial grading and ranking of these essays. Prior to finalizing the appointment, the Community Services staff will determine if the family meets the HUD low/moderate income and the residency guidelines.

The successful candidates will work with the Community Services staff to determine their hours and assignments. The students will be trained and will be expected to perform their duties and responsibilities in a professional and appropriate manner. The hourly rate of compensation for these participants will be established by Resolution, with each student working a maximum of 19 hours a week during their school breaks for a maximum of 12 weeks.

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Mayor and Members of the City Council

FROM: Anita Lawrence, Co-Interim Finance Director

APPROVED: _____
Doug Willmore, City Manager

SUBJECT: ARTICLE XIIIB APPROPRIATIONS LIMIT

RECOMMENDATION:

It is recommended that the Bell City Council Adopt the Resolution entitled

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2012-13.

BACKGROUND:
Pursuant to Article XIIIB of the State of California Constitution, the City is required to annually adopt its Appropriations Limit. The Appropriations Limit imposed by Propositions 4 and 111 creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 Fiscal Year increased each year using the growth combination of population and inflation. Not all revenues are restricted by the limit, only those which are referred to as "proceeds of taxes." Proceeds of taxes are defined as:

- All taxes levied by or for an agency
- Any revenue from regulatory licenses, user charges and user fees to the extent that the proceeds exceed the cost of providing the regulation, product or service. (This would include transfers from an enterprise fund to the extent those funds exceed the cost of providing the services)
- Discretionary State subventions
- Any interest earned from the investment of the proceeds of taxes
- Any taxes from a licensed hazardous waste facility, except that which is used to mitigate the impacts caused by the facility

In addition, proceeds of taxes are allowed to be spent on several types of appropriations which do not count against the limit. The law allows a city to spend tax proceeds on voter approved debt and the costs of complying with court orders and Federal mandates, with certain restrictions. Proposition 111 expanded these exempt categories to include expenditures for "qualified capital outlay" beginning in 1990-91. Appropriations for these excludable categories do not count against the limit.

AGENDA ITEM NO.

6d

In order to ensure that taxes are counted in the appropriations limit of only one agency of government, Article XIIIB and Government Code Section 7903 require that if the State provides funds to a local government with no strings attached, they will be counted as "State Subventions" and will be included in the limit of the local agency. If the State specifies that funds are restricted in their use then they are to be counted in the State's limit.

During any fiscal year, a city may not appropriate any proceeds of taxes they receive in excess of their limit. If they do receive excess funds in any one year, they carry them into the subsequent year to be used if they are below their appropriations limit in that year. Any excess funds remaining after the second year have to be returned to the taxpayers by reducing tax rates or fees. As an alternative, a majority of the voters may approve an "override" to increase the limit (the law only allows such an override to last for four years maximum).

The League of California Cities prepared Uniform Guidelines in order to assist cities to better understand the requirements of Article XIIIB of the Constitution. The Guidelines recommend interpretations and formulas which are most consistent with the intent of Propositions 4 and 111, State law, and court decisions. Each year, the City Council is required to adopt, by resolution, the appropriations limit. The Bell calculations comply with the Uniform Guidelines and are in compliance with Article XIIIB.

Adjustment Factors

The appropriations limit for the coming fiscal year is computed by applying the two adjustment factors to the prior year's limit. The two adjustment factors are inflation and population, and are selected and computed independently of each other.

Inflation

Each year, the City selects either the percentage change in the California Per Capita Personal Income or the percentage change due to Nonresidential New Construction. For use in Fiscal Year 2012-13, the California Per Capita Personal Income change is 3.77% and the Nonresidential New Construction change is 0%. The adjustment selected for use in calculating the FY 2012-13 appropriations limit is the California Per Capita Personal Income. The selection of the component within the inflation adjustment factor for this fiscal year does not bind the City as to the component selected next fiscal year.

Population

Each year, the City selects either the City's own population growth or the population growth of the entire County. For use in Fiscal Year 2012-13, the County's population growth (0.38% vs. 0.19% for the City) was selected. The selection of the component within the population adjustment factor for this fiscal year does not bind the City as to the component selected next fiscal year.

Appropriations Limit for Fiscal Year 2012-13

In preparing the appropriations limit calculation worksheets, staff used the amounts contained in the Adopted Budget for FY 2012-13.

- Worksheet 1 determines the amount, if any, of fees that are classified as proceeds as taxes. Only the portion of fees that exceed the cost of providing the service are classified as proceeds of tax.

- Worksheet 2 calculates the proceeds of taxes. The proceeds of taxes are those revenues that are subject to the appropriation limit. Many revenues received from the State and all revenues received from the Federal Government are not subject to the Appropriation Limit.
- Worksheet 3 allocates the interest earning between a proceeds of tax and a non-proceeds of tax.
- Worksheet 4 shows how much the City expects to receive in proceeds of taxes for FY 2012-13 ($11,821,767), and its relation to the Gann Limit.
- Worksheet 5 lists the annual adjustment factors to the limit for population and inflation.
- Worksheet 6 calculates the Appropriation Limit for FY 2012-13 using the prior year's limit and adjusting it by the price and population factors.
- Worksheet 7 lists the appropriations that are excluded from the limit calculation, which in this case for Bell is the payment on the general obligation bonds.
- Supplemental Worksheets – these worksheets list the all the revenues in the 2012-13 Adopted Budget and their classification. The results of these supplemental worksheets were than carried into worksheets 1, 2 and 3.

These worksheets have been made available to the public for inspection.

It's important to note that the City is safely within its Gann Limit by $40,022,313 (Worksheet 4), and that only 22.2% of the Gann Limit capacity is expected to be used in FY 2012-13.

Based on the selected components of the two adjustment factors and last year's limit, the appropriations limit for Fiscal Year 2012-13 is $51,844,080 and the City's appropriations subject to the limit are $11,821,767.

ATTACHMENTS
Resolution Approving Limit
Appropriations Limit Calculation Worksheets

RESOLUTION NO. 2012-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2012-13.

WHEREAS, the voters of California, on November 6, 1979, added ARTICLE XIIIB to the State Constitution placing various limitations on the appropriations of the state and local governments; and

WHEREAS, Article XIIIB provides that the appropriations limit for the fiscal year 2012-13 is calculated by adjusting the base year appropriations of fiscal year 1978-79 for changes in inflation and population; and

WHEREAS, Proposition 111 (Section 1.5 of Article XIIIB), enacted by the voters on June 5, 1990, modified the method of calculating the limit, beginning with fiscal year 1990-91; and

WHEREAS, the City of Bell has complied with all of the provisions of Article XIIIB in determining the appropriations limit for fiscal year 2012-13;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. That the City of Bell chooses to use the change in California Per Capita Personal Income as the inflation adjustment factor for the fiscal year 2012-13 of 3.77%.

SECTION 2. The City of Bell chooses to use the Los Angeles County change in population of 0.38% for the 2012-13 change in population factor.

SECTION 3. The City of Bell uses the Uniform Guidelines published by the League of California Cities in March 1991, to determine the limit and appropriations subject to the limit.

SECTION 4. Documentation for calculation of the limit is on file in the Finance Department and will be reviewed by the City's auditors during the annual financial audit as required by Proposition 111.

SECTION 5. The appropriations limit for the City of Bell for the fiscal year 2012-13 is $51,844,080.

ADOPTED AND APPROVED this 15th day of August 2012.

_____
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. 2012-57 is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rebecca Valdez, CMC
City Clerk

CITY OF BELL
Appropriation Worksheet #1 - User Fees
Fiscal Year 2012-13 Budget

	PROGRAM AREAS						
	Parks Recreation General Fund 01-521-5200	Planning, Bldg & Safety 01-525-0700 01-525-2300	Police Various General Fund 01-523	Sanitation Fd 08	Sewer Fd 09	Street Lighting Fd 45	TOTAL
COSTS REASONABLY BORNE	758,970	341,670	5,420,583	311,149	754,150	683,180	8,269,702
FEE REVENUE:				390,000	352,115	473,000	1,215,115
Parks & Recreation	245,000						245,000
Charges for Services-Planning		102,500					102,500
Licenses & Permits		162,870					162,870
Charges for Services-Police			128,510				128,510
							0
							0
							0
TOTAL FEE REVENUE	245,000	265,370	128,510	390,000	352,115	473,000	1,853,995
AILLOCATION OF FEES:							
Proceeds of Taxes	0	0	0	78,851	0	0	78,851
Non-Proceeds of Taxes	245,000	265,370	128,510	311,149	352,115	473,000	1,775,144

Use these results to complete Worksheet #2

CITY OF BELL
Appropriation Worksheet #2 - Proceeds of Taxes
Fiscal Year 2012-13 Budget

Funds included are General Fund, Retirement Fund, and Special Assessment Funds.
(All other funds are restricted by law or grant agreement)

		Proceeds Of Taxes	Non-Proceeds Of Taxes	TOTAL
TAXES:				
Property Tax - General Fund	A	3,733,195		3,733,195
Property Tax - Retirement Fund	B	2,417,351		2,417,351
Sales Tax	C	1,818,000		1,818,000
Business License Tax	D	418,880		418,880
Utility Users Tax	E	3,307,000		3,307,000
Special Police or Fire Tax	F	34,000		34,000
Other Taxes	G	0		0
STATE REVENUES:				
Motor Vehicle		0		0
Homeowners Relief	I	10,000		10,000
SB90 and POST, H.S.A.	J		48,700	48,700
OTHER GOVERNMENTS:				
Other - TRAP,SYEPT	K		0	0
LOCALLY RAISED				
Franchise Fees	L		615,000	615,000
Rents, Royalties	M		870,840	870,840
Fines,Forfeitures	N		690,530	690,530
USER FEES:				
(From Worksheet #1)		78,851	1,775,144	1,853,995
OTHER MISCELLANEOUS:				
Sale of Allocations (CDBG/Prop A)	P	0	500,000	500,000
Other	Q	0	12,500	12,500
SUB-TOTAL		11,817,277	4,512,714	16,329,991
Interest Earnings (From Worksheet #3)		4,490	1,710	6,200
TOTAL REVENUE		11,821,767	4,514,424	16,336,191
Reserve Withdrawals				
Excludable			2,732,470	2,732,470
Total All Other Funds		-	9,218,394	9,218,394
TOTAL All Funds		11,821,767	16,465,288	28,287,055

City of Bell
Appropriation Worksheet #4
Appropriations Subject to Limit
Fiscal Year 2012-13 Budget

	Amount	Source
Total Revenue	28,287,055	Worksheet #2
Appropriation not subject to limit	13,732,818	Worksheet #2
Excludable	2,732,470	
Appropriations subject to Limit	11,821,767	Worksheet #2
Current Year Limit	51,844,080	Worksheet #6
Over(Under) Limit	(40,022,313)	

City of Bell
Appropriation Worksheet #5 -
Population/Price Increases
Fiscal Year 2012-13 Budget

Per State Department of Finance	% Change	Factor
Percent increase City	0.21%	1.00210
Percent increase County	0.38%	1.00380

Population Factor Selected:	
Percent increase County	1.0038

Price Factor:	% Change	Factor
California Per Capita Personal Income	3.77%	1.03770
Non-Residential Assessed Valuation	0.00%	1.00000

Price Factor Selected:	
California Per Capita Personal Income	1.0377

City of Bell
Appropriation Worksheet #6 - Appropriations Limit
Fiscal Year 2012-13 Budget

	Amount	Source
Last Year's Limit	51,309,617	
Adjustment Factors:***		
Population	1.0038	CA Department of Finance
Inflation	1.0377	CA Department of Finance
Total Adjustment %	1.04164326	
Annual Adjustment $	534,463	
Other Adjustments:		
Lost Responsibility (-)	0	
Transfer to Private (-)	0	
Transfer to Fees (-)	0	
Assumed Responsibility (+)	0	
Sub-Total	0	
Total Adjustments	534,463	
This Year's Limit	51,844,080	

*** Factors Used
Population Factor = Percent increase County
Inflation Factor = California Per Capita Personal Income

City of Bell
Appropriation Worksheet #7
Excluded Appropriations
Fiscal Year 2012-13 Budget

Category	Amount
Qualified Debt Service:	
1. GO Bonds	2,732,470
sub-total	2,732,470
TOTAL EXCLUDABLE	2,732,470

City of Bell
Revenues - General Fund
Fiscal Year 2012-13 Budget

REVENUES	FY 2013 Budget	Proceeds		Non-Proceed	Sheet #1	Interest
Property Taxes						
Current Year Secured	552,695					
Current Year Unsecured	15,000					
Prior Year Sec. & Unsec	11,000					
Interest & Penalties	3,000,000					
Debt Service Assessment	150,000					
Prop Tax Interest/Penalties	4,500	3,733,195	A			
Public Safety Aug	34,000	34,000	F			
Total Property Taxes	3,767,195	3,767,195		0	0	0
Other Taxes						
Sales Tax	1,818,000	1,818,000	C			
	1,818,000	1,818,000		0	0	0
Franchise Water	50,000					
Franchise Edison	150,000					
Franchise Gas	40,000					
Franchise Pipelines	0					
Franchise Cable	75,000					
Franchise Rubbish	300,000		L	615,000		
UUT - Telephone	1,180,000					
UUT - Water	570,000					
UUT - Edison	1,157,000					
UUT - Gas	400,000	3,307,000	E			
Motel Tax	10,000					
APT Tax	46,980					
Transfer Tax	41,000					
Regular Bus Lic	282,000					
Vending Machines	2,500					
Video Game Licenses	3,500					
Truck Licenses	10,000					
Warehouse License	5,000					
Misc Business Lic	900					
Contractor Bus Lic	17,000	418,880	D			
Building Permit	125,000					
Plumbing Permit	2,270					
Electrical Permit	1,300					
Mechanical Permit	7,000					
Seismic Fee	100					
Eir Fee	500					
Issuance Fee Permits	20,000					
Special Use Permit	500					
Yard Sale Permits	4,200					
Miscellaneous Permits	1,000					
Alarm Permits	1,000	162,870	S 1			
Total Licenses & Permits	4,503,750	3,888,750		615,000	0	0
Fines, Forfeitures & Pen						

City of Bell
Revenues - General Fund
Fiscal Year 2012-13 Budget

REVENUES	FY 2013 Budget	Proceeds		Non-Proceed	Sheet #1	Interest
Vehicle Code Fines	202,300					
Prop 69-DNA ID	1,650					
Parking Citations	386,580					
Parking Bail	100,000		N	690,530		
Total Fines, Forfeitures & Pen	690,530	0		690,530	0	0
Revenue from Money & Prop						
Interest Income	6,000		S 3			6,000
Rents & Concession	870,840		M	870,840		
Total Revenue from Money & Prop	876,840	0		870,840	0	6,000
Revenue from other Agencies						
Homeowner exempt	10,000	10,000	I			
P.O.S.T	35,000					
Homeland Security	8,500					
Office of Traffic Safety	5,000					
SB Mandated	200		J	48,700		
Total Revenue from Other Agencies	58,700	10,000		48,700	0	0
Charge for Current Service						
Zoning/Cup	5,000					
Tending Parcel Maps	1,000					
Temporary Use Permit	4,000					
Administrative Costs	100					
Witness Fees	400					
Reposession Fees	500					
Plans & Specifications	1,500					
Plan Check Fees	45,000					
Street Inspections	25,000					
A.R.B. Fees	20,000		S 1		######	
Unlicensed Drivers	50,000					
Fingerprints	500					
Report Fees	1,300					
Clearance Letter	600					
Sentenced Prisoner	5,000					
Towing Commission	13,000					
Stored Vehicles	30,000					
DUI	10,000					
Evidence	500					
5 or more parking cites	1,000					
Expired Registration	4,000					
Copying	500					
Occupancy Inspections	8,000					
Repair of damaged prop	10					
Clerical Fees	4,000					
Court Order Rest	100		S 1		######	
Total Charge for Current Service	231,010	0		0	######	0
Parks & Recreation						
Park Rental	18,000					
Community Center Rental	35,000					

City of Bell
Revenues - General Fund
Fiscal Year 2012-13 Budget

REVENUES	FY 2013 Budget	Proceeds		Non-Proceed	Sheet #1	Interest
Class Fees	63,000					
Sports	15,000					
Soccer League	45,000					
One Day Excursions	7,000					
Miscellaneous	2,000					
Snack Bar Revenue	60,000		S 1		######	
Total Parks & Recreation	245,000	0		0	######	0
Total Before Transfers	12,191,025	9,483,945		2,225,070	######	6,000
Other Revenue & Transfers						
Miscellaneous	5,000		Q	5,000		
Prior Year Cost Rec	7,000		Q	7,000		
Sale of CDBG	150,000					
Sale of Prop A	350,000		P	500,000		
Miscellaneous	500		Q	500		
Total Other Revenue & Transfers	512,500	0		512,500	0	0
Total Revenues	12,703,525	9,483,945		2,737,570	######	6,000

excludes transfers

Total revenue excluding transfers

City of Bell
Revenues - All Funds
FY 2012-2013 Adopted Budget

	FY 2013 Budget	Subject to Gann? Yes		No	Interest
GENERAL FUND -01					
Property Taxes	3,767,195	3,767,195			
Other Taxes	6,158,880	6,158,880		-	
Licenses & Permits	162,870			162,870	
Fines, Forfeitures & Pen	690,530			690,530	
Money & Property Use	876,840			871,240	5,600
Revenue from other Agencies	58,700	58,700			
Charge for Current Service	231,010			231,010	
Parks & Recreation	245,000			245,000	
Other Revenues	512,500			512,500	
Total GENERAL	12,703,525	9,984,775		2,713,150	5,600
RETIREMENT TAX - 06					
Property Taxes	2,417,351	2,417,351	B		
Total Retirement	2,417,351	2,417,351		0	0
SANITATION FUND - 08					
Charge for Current Service	390,000	78,851		311,149	
Total Sanitation	390,000	78,851		311,149	0
SEWER FUND - 09					
Property Taxes	352,115	352,115	S 1		
Total Sewer	352,115	352,115		0	0
STREET LIGHTING -45					
Property Taxes	473,000	473,000	S 1		
Total Street Lighting	473,000	473,000		0	0
DEBT SERVICE - GOB - 89					
Property Taxes	2,150,000	2,150,000			
Total GOB	2,150,000	2,150,000		0	0
FUNDS SUBJECT to LIMIT	16,335,991	13,306,092		3,024,299	5,600
AQMD - 03					
Money & Property Use	100		S 3		100
Revenue from other Agencies	45,000			45,000	
Total AQMD	45,100	0		45,000	100
GAS TAX - 04					
Money & Property Use	500		S 3		500
Revenue from other Agencies	1,589,451			1,589,451	
Total Gas Tax	1,589,951	0		1,589,451	500
BIKEWAY FUND -14					
Revenue from other Agencies	19,125			19,125	
Total Bikeway	19,125	0		19,125	0

City of Bell
Revenues - All Funds
FY 2012-2013 Adopted Budget

	FY 2013 Budget	Subject to Gann? Yes	No	Interest
SUCCESSOR AGENCY - Tax Increment - 21				
Property Taxes	2,486,380		2,486,380	
Total CRA Tax Increment	2,486,380	0	2,486,380	0
CDBG - 30				
Revenue from other Agencies	927,720		927,720	
Total CDBG	927,720	0	927,720	0
GRANTS FUND - 32				
Revenue from other Agencies	569,400		569,400	
Total Grants Fund	569,400	0	569,400	0
MEASURE R - 67				
Revenue from other Agencies	330,000		330,000	
Total Measure R	330,000	0	330,000	0
PROP C - 68				
Revenue from other Agencies	440,000		440,000	
Total Prop C	440,000	0	440,000	0
PROP A - 70				
Revenue from other Agencies	539,340		539,340	
Charge for Current Service	45,000		45,000	
Total Prop A	584,340	0	584,340	0
COPS - 72				
Revenue from other Agencies	100,000		100,000	
Total COPS	100,000	0	100,000	0
JUSTICE ASSISTANCE GRANT - 74				
Revenue from other Agencies	15,648		15,648	
	15,648	0	15,648	0
BCHA - Operating Fund - 90				
Charge for Current Service	2,693,400		2,693,400	
Total BCHA - Operating Fund	2,693,400	0	2,693,400	0
Total BCHA	2,693,400	0	2,693,400	0
TOTAL NON-GENERAL REVENUES	9,801,064	0	9,800,464	600
TOTAL - ALL REVENUES	28,287,055	15,456,092	12,824,763	6,200

City of Bell
Agenda Report

DATE: August 15, 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. During this time the City was in the process of selection of a new franchisee for trash hauling services. Staff completed the settlement of the audit prior to selection of the new franchisee in order to keep the two issues separate. Mr. Croce summarized the settlement publicly at the Council meeting. However, he executed the agreement without putting it on the agenda for approval because he believed since the item arose out of the franchise agreement it was administrative in nature. Subsequently, CDS forwarded a check in the amount of $100,000 to the City which the City has since cashed. Staff now recommends 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

_____

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED BY: Douglas Willmore, City Manager

SUBJECT: Agreement with Integrity Waste Management Consultants for Solid Waste Management Services

RECOMMENDATION

Approve an Agreement with Integrity Waste Management Consultants in an amount not to exceed $32,500 for Solid Waste Management Services

BACKGROUND

On May 16, 2012 the City Council awarded a seven year solid waste collection franchise to Consolidated Disposal Services (CDS) effective July 1, 2012. The ongoing administration of the franchise requires several tasks to be completed to ensure that the hauler and City are in compliance with applicable State laws and reporting requirements; that the City is receiving all payments provided for in the franchise; that the City is receiving credit for recycling that occurs by businesses other than the franchised hauler; that the City receives all recycling grants entitled to; and that CDS is in compliance with franchise conditions. These tasks were anticipated in the franchise agreement and a three percent fee will be collected on gross receipts to fund these ongoing activities.

On June, 20, 2012, the Mayor and City Council considered an award of a contract to provide management services to oversee and audit CDS's contract. At that time, staff was directed to solicit additional proposals from firms offering these services. Therefore, during the month of July, the City solicited informal proposals to additional qualified firms in the industry. A total of four firms responded to the request for service proposals. These proposals were to cover the following five services:

1. Revise all relevant portions of the City Municipal Code and assist the City to establish and administer all needed ancillary hauler fee and monitoring programs

2. Perform all State mandated reporting and ensure the City of Bell's receipt of all possible State grant funding for both solid and hazardous waste

3. Perform general contract compliance monitoring

4. Conduct the required annual audit of hauler

5. Establish annual scope or work and assist City staff in preparing an RFP for ongoing assistance

The following table provides an analysis of the proposals submitted:

Firm	Location	Rate(s)/Hr	Hours	Total Annual Cost
Integrity Waste Environmental Consultants	Anza, CA	$55.00 - $110.00	411	$32,500
Waste Systems Management, LLC	La Mirada, CA	$131.50	360	$47,340
R3 Consulting Group, Inc.	Los Angeles, CA	$125.00	236	$29,500
MSW Consultants	Temecula, CA	$165.00	288	$47,520

After a thorough review of all of the proposals, and a background check, it is recommended that the contract be awarded to Integrity Waste Environmental Services. This firm demonstrated a complete knowledge in the scope of services required. The firm is also the only responder to propose a team approach to the addressing the tasks in the scope of work, with hourly rates based on the level of expertise required to perform the service, as opposed to one individual for all the tasks at one hourly rate. This provides the most cost effective and complete service to the City. A copy of Integrity Waste Environmental Consultants' proposal is included as an attachment and all of the proposals are available in the City Clerk's Office.

FINANCIAL IMPACT

The proposal is based on an estimate of 411 hours over the next year at the rate of $55 - $110 per hour, with a not to exceed amount of $32,500. Payment for these services will be made from the City's Sanitation Fund account for professional services (account no. 08-525-5018-0235). The allocation for this fund includes the $40,000 administrative payment made by CDS upon execution of the franchise and approximately $90,000 a year in payments by CDS to provide for the franchise administration including the tasks contained in this proposal.

Attachments:

1) Proposed Agreement
2) Proposal from Integrity Waste Management Consultants

CONTRACT SERVICES AGREEMENT

By and Between

THE CITY OF BELL,
A MUNICIPAL CORPORATION

and

Integrity Waste Environmental Consultants

AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND
Integrity Waste Environmental Consultants

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this _day of ____, 2012 by and between the CITY OF BELL, a municipal corporation ("CITY") and INTEGRITY WASTE ENVIRONMENTAL CONSULTANTS, ("CONSULTANT"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."). (The term Consultant includes professionals performing in a consulting capacity.)

RECITALS

WHEREAS, City has sought through an informal Request for Proposals ("RFP") the performance of the services defined and described in the attached proposal.

WHEREAS, Consultant, following submission of a proposal or bid for the performance of the services defined and as described, was selected as the number one Consultant based on scope understanding, experience, qualifications, and proposed rates and hours required for the requested services.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any

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inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Warranty.

Consultant warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Consultant agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Consultant shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the

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

1.8 Prevailing Wages.

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

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

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

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as' Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty two thousand five hundred dollars ($32,500) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual Subconsultant expenses if an approved Subconsultant pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If

Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Consultant contracts. Sub-Consultant charges shall also be detailed by such categories. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement.' Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant 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 Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

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

3.5 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Louis C. Ippolito	Engineer, Principal
Susan Contreras	Project Staff

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

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers,

employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

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

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

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

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

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this

Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

5.2 General Insurance Requirements.

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

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

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

[to be initialed] _____
Agent Initials

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, directors, officials, agents, employees and volunteers or the Consultant shall procure a bond guaranteeing payment

of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

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

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

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

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

Consultant shall incorporate similar indemnity agreements with its Subconsultants and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent

permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

(b) Consultant, its officers, employees, agents or Subconsultants, 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 Consultant gives City notice of such court order or subpoena.

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Liquidated Damages.

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

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the

Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any

State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL

_____

Douglas Willmore, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

David J. Aleshire, City Attorney

David J. Aleshire

CONSULTANT:

_____

By: _____

Name:

Title:

Address: _____

_____

By: _____

Name:

Title:

Address: _____

_____

Two signatures are required if a corporation.

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

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

_____
TITLES(S)

- ☐ PARTNERS ☐ 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

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLES(S)

- ☐ PARTNERS ☐ 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. Consultant will perform the following services by June 30, 2013:

In general, Consultant will conduct comprehensive Solid Waste Management Services with respect to the recent approval of a Franchise Agreement ("Agreement") between the City and Consolidated Disposal Services ("CDS"). Consultant's scope of services is broken down in the following tasks:

Task 1. Develop, review and revise Municipal Code and Administer Agreement

Consultant shall work with City staff to revise all relevant portions of the City Municipal Code to facilitate the proper and efficient operation and enforcement of the Agreement. In addition, Consultant will complete a summary of the performance of CDS consistent with the requirements in the newly revised Municipal Code, Agreement and subsequent resolutions in order to track the performance of CDS and make readily available the information and data analysis required by annual performance audits.

Consultant shall establish, subject to City's Contract Officer's approval, and administer a monthly fee receipts monitoring program that identifies clear guidelines for the City and CDS. On a monthly basis the Consultant will use those guidelines to review all submitted diversion and recycling records, gross receipts reports and corresponding fees, diversion programs required for monitoring, and other monthly and quarterly reports submitted by CDS as part of the Agreement.

To accomplish this task, Consultant will standardize all forms and records required for documenting required monthly or quarterly reports from CDS with respect to City fees and other important information that correlates to City fees including the following elements:

1. Gross receipts of income to CDS by waste stream
2. City submitted fees and method of calculations
3. Disposal and diversion tons by waste stream and commodity
4. Summary of disposal and diversion quantities by facility
5. Volume based submittal of refuse collected and diverted by container type
6. Compilation of vehicle number and types to ensure SCAQMD compliance
7. Number of residences, businesses and multifamily complexes served
8. Required state environmental compliance documents

Consultant will perform an on-site records audit to ensure the accuracy and effectiveness of the administration of the program in this task.

Task 2. Perform State mandated programming and ensure receipt of State Block Grants

Consultant shall perform all State mandated reporting, including preparation and submission of the annual report to CalRecycle. Consultant shall also ensure the City's

receipt of all possible State grant funding for both solid and hazardous waste, including assisting City staff in identifying and pursuing competitive grants. Each year the Consultant shall process the application, monitor the program, and submit all documentation necessary to secure the "Used Oil Annual Block Grant Report Form" and "Beverage Container Recycling Grant" and any other CalRecycle grant or program for which the City is eligible. Consultant will work to ensure eligibility and continued distribution of grant funds to the City of Bell. Consultant will perform this task on behalf of the City and will track funding from grant form submittal to preparation and submittal of annual report.

Task 3. General contract compliance monitoring

In addition to the performance of Task 1, Consultant will file and review all collection issues, financial obligations and complaints the City deems to be important enough for contract review and will assist the City in developing protocols for continued monitoring of same. Issues included in this task can range from minor to major and include, but are not limited to:

1. SCAQMD compliance
2. Disposal reporting system violations
3. Monthly report timing issues and fee disbursements to city
4. Diversion goal attainment and program implementation
5. Accuracy of reporting on forms and documents
6. Review of costs of rate increases submitted by CDS
7. Labor issues and collection requirements
8. Construction and demolition debris management and reporting
9. Handling response to complaints, missed pickups, bulky items, senior and disabled collections, etc.
10. Establishing a procedure and an agreement subject to Contract Officer and City Attorney's approval to ensure that CDS is selling materials, including recyclables, at the most profitable rates for the City
11. Monitoring the purchase and use of new vehicles
12. The preparation and delivery of public education and outreach materials

Task 4. Conduct annual fee compliance evaluation

The City has implemented and maintains a system of fees, costs, rates and rate increases identified in the Agreement including volumetric rates, CPI increases, gross receipts, and exemptions for specific waste streams including construction and demolition debris. Consultant will address and review all required fee payments, financial records, monthly summary reports and correspondence submitted to the City by CDS including:

1. CDS monthly gross receipts records and method of calculations
2. Initial and revised fee payment requirements
3. Monthly and quarterly diversion, disposal, transformation and composting

4. Rates and charges to the city. including the residential and commercial community

Initially, Consultant will compile these records and develop a spreadsheet for each item compiled over the last twelve (12) months. From this spreadsheet, a three-step analysis will be conducted to quantify and estimate any fees due the City and its constituents from CDS. The three-step analysis consists of the following interrelated subtasks:

1. Analyze and compare reports from CDS
2. Comparative analysis of reported information with county, State and Solid Waste Industry Data
3. Final analysis of draft report

Task 5. Establish Annual Scope of Work

Having conducted the aforementioned services (Tasks 1-4) for one year, Consultant will use developed tools, administrative procedures, auditing guidelines, approved monthly and quarterly report forms, established disposal and diversion programs and other criteria to develop a comprehensive, low-cost approach to managing the City's Agreement with CDS while assuring the correct fees are submitted to the City in a timely manner. The Annual Scope of Work will include, but is not limited to, the following items:

1. Establishment of administrative procedures for monitoring of Agreement
2. Development of mutually agreeable calculation methods for approving city fees
3. Auditing guidelines maximizing potential returns for city fees
4. Operational review structure for program implementation and vehicle deployment
5. Accounting principles for accurate estimate of city fees
6. Monitoring and tracking of solid waste by facility type and location
7. Residential response methods to ensure collection methods are satisfactory
8. Construction and demolition debris diversion standards for CDS and debris haulers
9. Preparation of quarterly summary reports to city management staff
10. Conducting annual program reports and complete AB 939 compliance forms
11. Establish correspondence with CalRecycle as city's municipal liaison for solid waste

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

A. Franchised hauler tonnage and fee reporting procedures

B. Tonnage reporting forms and fee tracking reports

C. On-site records audit

D. State mandated reports, including annual report for CalRecycle

E. Annual scope of work and assistance programs report

F. Request for proposals document used for competitive bid process to secure future consulting firm

G. A written procedure and Agreement with trash franchisee to ensure the trash franchisee is selling materials at the most profitable rates for the City

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

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Louis C. Ippolito, Project Manager at $110 per hour

B. Project staff at $75 per hour

C. Administration at $55 per hour

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 1.7, Warranty, is deleted in its entirety.

Section 1.8, Prevailing Wages, is deleted in its entirety.

The following paragraph is added to Section 1.10, Additional Services:

"Notwithstanding the foregoing, the Contract Officer may, **but** is not obligated to, order the following extra work, without invalidating this Agreement, in addition to what is specified immediately above, in an amount not to exceed three-thousand dollars ($3,000): the printing and distribution of education outreach materials, to be approved by the Contract Officer before distribution, billed at cost plus ten percent (10%). Said extra work may only be undertaken pursuant to a written order first given by the Contract Officer to the Consultant."

The text of Section 3.5, Term, is hereby replaced with the following:

"Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but no later than June 30, 2013."

Section 5.4, Performance Bond, is deleted in its entirety.

Section 7.7, Liquidated Damages, is deleted in its entirety.

The text of Section 7.9, Termination for Default of Consultant, is hereby replaced with the following:

"If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise. The City may withhold any payments to the Consultant for the purpose of set -off or partial payment of the amounts owed the City for hiring another consultant to complete the work."

The text of Section 7.10, "Attorneys' Fees", is hereby replaced with the following:

"If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation."

EXHIBIT "C"
COMPENSATION

I. Consultant shall perform the tasks as set forth in the Scope of Services (Exhibit A) based on the following rates per hour and in no event shall Contractor exceed the sub-budgeted amount set forth herein without written approval of the Contractor officer:

	TITLE and RATE/hour	ESTIMATED TIME (hours)	SUB-BUDGET
Task 1	Project Manager at $110.00	8	$880.00
	Project Staff at $75.00	13	$975.00
	Administration at $55.00	6	$330.00
Task 2	Project Manager at $110.00	7	$770.00
	Project Staff at $75.00	17	$1,275.00
	Administration at $55.00	11	$605.00
Task 3	Project Manager at $110.00	54	$5,940.00
	Project Staff at $75.00	175	$13,125.00
	Administration at $55.00	40	$2,200.00
Task 4	Project Manager at $110.00	16	$1,760.00
	Project Staff at $75.00	22	$1,650.00
	Administration at $55.00	14	
Task 5	Project Manager at $110.00	8	$880.00
	Project Staff at $75.00	12	$900.00
	Administration at $55.00	8	$440.00
		Total	**$32,500.00**

II. Invoices shall be submitted to and approved by the City's Community Services Director. Invoices shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-Consultant contracts. Sub-Consultant charges shall also be detailed by such categories.

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

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

IV. The total compensation for the Services shall not exceed $32,500, as provided in Section 2.1 of this Agreement, except for Additional Services approved per Section 1.10.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Contractor shall perform service on an ongoing basis with a completion date of June 30, 2013.

Integrity Waste
ENVRIONMENTAL CONSULTANTS

July 24, 2012

Chris Vogt
Professional Engineer
City of Bell
6330 Pine Avenue
Bell, California 90201

Subject: **Proposal to Provide Solid Waste Management and Consulting Services for the Franchise Agreement Between City of Bell and Consolidated Disposal Services**

Dear Mr. Vogt:

It is a pleasure to submit this proposal to you and the City of Bell (City) to conduct comprehensive Solid Waste Management Services with respect to the recent approval of a Franchise Agreement (Agreement) between the City and Consolidated Disposal Services (CDS). As you may know, Integrity Waste Environmental Services (Integrity Waste) is currently assisting the City of Lynwood in evaluating the success of its franchise with CDS from a financial, regulatory and operational standpoint and has recently formalized and submitted a report to Lynwood officials for review and implementation. In addition, Integrity Waste is currently managing the franchise agreement and resulting contracts for the City of El Monte with Waste Management, Inc., American Reclamation and Valley Vista Services to ensure contract compliance and regulatory performance is achieved. Because of the proximity of these cities with that of the City of Bell, Integrity Waste can offer an economies of scale and familiarity that is difficult for other consultants to achieve. This is reflected in our proposal more adequately defined on the following pages.

Project Understanding

The City of Bell recently concluded negotiations on a contract extension with CDS for the collection of refuse, recyclables and green waste. The process included a requirement from the City that the proposal include fees for stormwater program management, franchise monitoring, recycling and administration totaling around 23% of gross receipts received by CDS as a result of the Agreement. The Agreement also includes obligations for disposal and diversion to ensure the City meets the

goals and intentions of Assembly Bill 939, AB 341 and follow on legislation requiring recycling programs to be implemented in the commercial and multifamily sectors of the City.

The City further requests that the Municipal Code be revised to reflect solid waste collection services required of CDS and to ensure consistency with the State's diversion goals, City's financial requirements and implementation of recycling programs and operational considerations embodied in the new Agreement. Since this task has not been conducted for quite some time, the newly selected consultant will develop revised solid waste requirements, ordinance structure and production, staff report and submittal to Council and codification of revisions to the Code.

Integrity Waste will perform the tasks identified herein in conformance with the following:

- Understanding of the project with respect to City's needs
- Familiarity with the City's solid waste system, current hauler and disposal requirements
- Our commitment to complete the tasks herein in a professional and timely manner

The Scope of Work is defined herein and includes the City's requirements to monitor and evaluate performance of the existing Agreement between CDS and the City of Bell.

Task I **Develop, Review and Revise Municipal Code and Administer Agreement**

As in most cases of municipal solid waste coding, revisions need to be made over time to incorporate new and pending aspects of compliance with regulatory, financial and operational changes. When new State and Federal regulations go into effect, the process of reviewing and revising the Municipal Code becomes compulsory. Integrity Waste recommends the following items be reviewed for inclusion, revision or replacement in the City of Bell Municipal Code to bring the Code up to date:

1. Imposition of City Fees
2. Air Quality and Vehicle Requirements
3. Collection Procedures and Operational Structure
4. Additional Contract Requirements
5. Diversion Goals and Mandates with Respect to AB 939, AB 341 and AB 32
6. Construction and Demolition Debris Management Structure
7. Exempt Solid Waste Collections
8. Schedule of Collection Services
9. Consistency with Solid Waste Agreement
10. Mandatory Collection Structure....

And other items of importance to the City that need to be embodied in the Municipal Code.

As mentioned previously in Project Understanding, Integrity Waste will conduct this task in accordance with the following subtasks:

- Identify Items of Revision, Inclusion or Replacement in Municipal Code
- Develop Draft Ordinance of Identified Items for City Review
- Develop Final Draft Ordinance for Submission to Council
- Receive Final Municipal Code Amendments and Develop Draft Code Sections
- Finalize Draft Code Sections and Codify Municipal Code

Establish and Administer Fee Receipts Monitoring Requirements

On a monthly basis, Integrity Waste will develop guidelines to review all submitted diversion and recycling records, gross receipts reports and corresponding fees, diversion programs required for monitoring and other monthly and quarterly reports submitted by CDS as part of the Agreement. The guidelines developed by Integrity Waste will be similar to those developed in other cities like Lynwood and El Monte to ensure 100% of all City fees are collected in a timely manner and within the restrictions of the Agreement.

To accomplish this task, Integrity Waste will standardize all forms and records required for documenting required monthly reports from CDS with respect to City fees and other important information that correlates to City fees including the following elements:

- Gross Receipts of Income to CDS by Waste Stream
- City Submitted Fees and Method of Calculations
- Disposal and Diversion Tons by Waste Stream and Commodity
- Summary of Disposal and Diversion Quantities by Facility
- Volume Based Submittal of Refuse Collected and Diverted by Container Type
- Compilation of Vehicle Number and Types to Ensure SCAQMD Compliance
- Number of Residences, Businesses and Multifamily Complexes Served
- Required State Environmental Compliance Documents

And other information deemed to be necessary for the effective and efficient collection of Solid Waste and Recyclables in the City of Bell. This information will be compared to previously submitted reports to determine data accuracy and on-going trends in the City's solid waste collection system.

Upon receipt of these documents, information and data, Integrity Waste will compile a monthly report detailing the City's income from fees, diversion goal attainment schedule, compliance with the Agreement and other required information in order for the City Administrator or his designee to make a detailed, accurate and informed account of the City's solid waste collection system to Council and others.

Task II Perform State Mandated Programming and Ensure Receipt of State Block Grants

Each year an Annual Report is required of every California city to determine compliance with the goals and requirements of Assembly Bill 939. This annual report is usually performed by a city or its consultant to record progress with respect to diversion goals of 50% and 75% as defined in AB 939 and AB 341, respectively. Two aspects of compliance are measured in this task; 1) "good faith efforts"; and 2) diversion goal compliance. Both of these measures are important to determine where the City has achieved compliance, what measures may be elected for future implementation and what the costs may be for full compliance of all diversion goal mandates. Integrity Waste has and continues to perform this function for cities it serves.

Beverage Container and Used Oil Block Grants

Each year the State of California, namely CalRecycle, distributes CRV and Used Oil grant monies to all municipalities based on a per capita share of the population. Integrity Waste will ensure the City receives all of the block grant monies due in accordance with the recent distribution schedule:

Used Oil Block Grant
Grantee: **City of Bell**
Grant Cycle: **2009-2010**
Amount Awarded: **$9,932.00**
Grantee Contact: **Annette Peretz**

Beverage Container Recycling Block Grant
Grantee: **City of Bell**
Grant Cycle: **2010-2011**
Amount Awarded: **$5,000.00**
Grantee Contact: **Annette Peretz**

Each year the "Used Oil Annual Block Grant Report Form" and "Beverage Container Recycling Grant" forms must be filled out completely to identify which programs the City is implementing and to ensure eligibility and continued distribution of grant funds to the City of Bell. Integrity Waste will perform this task on behalf of the City and track funding from grant form submittal to receipt.

Task III General Contract Compliance Monitoring

In addition to the performance of Task I, Integrity Waste will field and review all collection issues, financial obligations and complaints the City deems to be important enough for contract review. Issues included in this task can range from minor to major and include but is not limited to:

1. SCAQMD Compliance
2. Disposal Reporting System Violations
3. Monthly Report Timing Issues and Fee Disbursements to City
4. Diversion Goal Attainment and Program Implementation
5. Accuracy of Reporting on Forms and Documents
6. Review of Costs of Rate Increases Submitted by CDS
7. Labor Issues and Collection Requirements
8. Construction and Demolition Debris Management and Reporting
9. Handling Complaints, Missed Pickups, Bulky Items, Senior and Disabled Collections, Etc

Integrity Waste continues to monitor all aspects of Agreement compliance and Municipal Code adherence in El Monte and the City of Lynwood to ensure the hauler(s) are in compliance with their respective agreement(s). This continuous monitoring program catches minor and major mistakes and contract violations well before they become larger, more complicated problems making it easier for the City to make decisions shaping and managing their collection system more effectively.

In addition, Integrity Waste will complete a summary of the performance of the franchised hauler consistent with the requirements in the newly revised Municipal Code, Agreement and subsequent resolutions in order to track the performance of CDS and make readily available the information and data analysis required by annual performance audits.

Task IV: Conduct Annual Fee Compliance Evaluation

The City of Bell has implemented maintains a system of fees, costs, rates and rate increases identified in the Agreement including volumetric rates, CPI increases, gross receipts, and exemptions for specific waste streams including construction and demolition debris. Integrity Waste will address and review all required fee payments, financial records, monthly summary reports and correspondence submitted to the City by CDS including:

1. CDS Monthly Gross Receipts Records and Method of Calculations
2. Initial and Revised Fee Payment Requirements
3. Monthly and Quarterly Diversion, Disposal, Transformation and Composting
4. Rates and Charges to the City Including the Residential and Commercial community

Initially, Integrity Waste will compile these records and develop a spreadsheet for each item compiled over the last twelve (12) months. From this spreadsheet, a three-step analysis will be conducted to quantify and estimate any fees due the City and its constituents from CDS.

The *three-step analysis* consists of the following interrelated subtasks:

I. Analyze and Compare Reports from the Franchised Hauler

Pursuant to the agreement, the City's franchised hauler is required to submit reports of disposal tonnage, recycling tonnage, diversion percent, AB 939 fees, gross receipts fees, service levels, quantity of volume collected based on bin size and frequency and other important information. Each piece of this data tells an intricate story of the fees that were paid, what should have been paid and the difference in payments, if any. Integrity Waste will conduct an analysis of the reported information to ensure that the appropriate franchise fees, NPDES Fees, AB 939 fees, contractual fees and other charges were paid or levied accordingly. These indicators are important to perform an initial accurate evaluation of the reported fees due the City of Bell. In addition, CDS' submitted data will be compiled into annual components to compare them with previously submitted reports, upon availability, from preceding or subsequent years to cross-check for any significant discrepancies. These discrepancies may be attributed to 1) route acquisition; 2) route growth; 3) inaccurate bookkeeping; 4) misinformation; 5) misunderstanding of City requirements; 5) under or over estimations of fees and other potential inaccuracies. This annual comparison and summary will be a component of the preliminary report submitted to the City for review.

II. Comparative Analysis of Reported Information with County, State and Solid Waste Industry Data

Integrity Waste is elite in its approach to Annual Compliance Fee Evaluations. We ***actually review*** the ***accuracy of data submitted by and attributed to franchised haulers*** in client cities. For example, Integrity Waste recently conducted an analysis of a well-known consultant's gross receipts review of franchise fees for a Southeast city. It was found by our staff that over 90,000 tons of roll-off materials were "missed" in the former consultant's analysis. This resulted in a potential recovery for the city in the $1 to $1.2 million dollar range from underpayment of administrative fees. The reason Integrity Waste uncovered such a disparity in gross receipts is because of the ***review of the accuracy of data attributed to the city's franchised hauler.*** This truth in reporting that Integrity Waste requires is unique to the industry and has allowed our firm to negotiate larger settlement amounts for our client cities. This method of reporting is accomplished by comparing the following data:

- Hauler tonnage reports to City with County and State data
- Disposal Reporting System tables from Los Angeles County
- Reported cubic yardage with respect to Industry Standard volume density for MSW
- Gross Receipts with Disposal Component Weights reported by Solid Waste CPAs
- Recycling diversion reports with associated disposal data
- Reported equipment utilized to collect solid waste with operational industry data
- Requested rate increase accuracy and stated disposal, operations and fuel fees

These items are important to determine the accuracy of fees required franchised haulers. Without these cross-comparisons, the City must rely on the franchised haulers for the accuracy of data submitted.

III. Final Analysis of Draft Report

In order to complete a final Draft Report on the status of compliance with the Agreement, Integrity will compile the components of the evaluation into a legal accounting format. The Draft Final Report will be submitted to the City upon completion and as significant findings become available, Integrity Waste will submit these findings to the City for potential action. The Draft Report may include items such as potential underpayment of City fees, miscalculation of gross receipts, misallocated disposal and diversion tons, errant facilities and other issues that correspond to the value of City fees and the correct amount established by the City as due from CDS in accordance with the Agreement.

Task V Establish Annual Scope of Work and Assist in RFP Preparation

Having conducted the aforementioned services for one year, Integrity Waste will use developed tools, administrative procedures, auditing guidelines, approved monthly and quarterly report forms, established disposal and diversion programs and other criteria to develop a comprehensive, low-cost approach to managing the City's Agreement with CDS while assuring the correct 23% fees are submitted to the City in a timely manner. The Annual Scope of Work will include but is not limited to the following items:

1. Establishment of Administrative Procedures for Monitoring of Agreement
2. Development of Mutually Agreeable Calculation Methods for Approving City Fees
3. Auditing Guidelines Maximizing Potential Returns for Missed City Fees
4. Operational Review Structure for Program Implementation and Vehicle Deployment

5. Accounting Principles for Accurate Estimate of City Fees
6. Monitoring and Tracking of Solid Waste by Facility Type and Location
7. Residential Response Methods to Ensure Collection Methods are Satisfactory
8. Construction and Demolition Debris Diversion Standards for CDS and Debris Haulers
9. Preparation of Quarterly Summary Reports to City Management Staff
10. Conducting Annual Program Reports and Complete AB 939 Compliance Forms
11. Establish Correspondence with CalRecycle as City's Municipal Liaison for Solid Waste

Other tasks and subtasks do apply and may be included as part of a Request for Proposal (RFP) for Solid Waste Management Services for consulting engineers at the request of the City of Bell.

Finally, Integrity Waste will develop a Draft RFP containing the negotiated City items and mutually agreeable format for final review and distribution. Integrity Waste will be available for any and all changes to the RFP up to and including the distribution date.

Cost Estimate of Solid Waste Management Services

Compensation to Integrity Waste to conduct the tasks described herein is consistent with the Rate Schedule attached in Exhibit I and is estimated not to exceed $32,500 for one year of the tasks to be conducted in this Proposal.

Integrity Waste Qualifications

Integrity Waste is most qualified for this type of project because of twenty (20) years of experience in evaluating, auditing, developing, managing and monitoring exclusive and non-exclusive franchises in California. Please see Exhibit II Statement of Qualifications and feel free to contact our references.

Integrity Waste looks forward to serving the City of Bell during these tough economic times. Please feel free to call the undersigned at (909) 289-4321 or email me at integritywaste@yahoo.com.

Sincerely,

Louis C. Ippolito
Integrity Waste Environmental Consultants
Engineer, Principal

EXHIBIT I SCHEDULE OF RATES

Project Manager	$110/Hr
Project Staff	$75/Hr
Administration	$55/Hr
Copies	$0.25/Pg

All costs associated with this Proposal to the City of Bell will be charged in accordance with the rate structure herein and will not exceed $32,500 for the first year of service.

Financial Correspondence Address:

Integrity Waste Environmental Consultants
PO Box 390149
Anza, Ca 92539

EXHIBIT II STATEMENT OF QUALIFICATIONS

MISSION STATEMENT

Integrity Waste Environmental Consultants is committed to providing quality solid waste consulting services focused on economic incentives and improving the community of our client cities.

BACKGROUND OF PRINCIPAL

Integrity Waste principal, Louis C. Ippolito has over 20 years of solid waste consulting experience in franchised compliance issues in the State of California. He has also been involved in recycling and solid waste management in New Jersey, New York and California since 1969. At age 18 he attended University of Miami's Engineering School and finished with a B.S. in Mechanical Engineering at California State University Long Beach. He was hired by Emcon Associates as a Solid Waste Engineer in 1990. As an engineer for Emcon Associates, Mr. Ippolito was responsible for the characterization, analysis and refuse/recycling program implementation of residential, commercial and industrial waste streams for thirty-five (35) California cities in response to the California Integrated Waste Management Act of 1989 (AB 939). He went on to establish his own consulting practice in 1992. His first client was the City of Hawthorne and implemented a program to ensure compliance with the new state law was achieved.

Mr. Ippolito is well known for his role in conducting comprehensive solid waste systems evaluations for municipalities. He has led audits in the cities of Carson, South Gate, Lynwood, Gardena, El Monte, Costa Mesa, Bell, Bell Gardens and other communities. Mr. Ippolito has also developed and managed over $300 million in solid waste franchise collection systems for these municipalities and others. He has uncovered over $21 million dollars in unpaid fee for municipal clients in the form of administrative fees, overcharges, franchise fees, AB 939 and contract fees. He has developed and maintained six (6) non-exclusive franchise systems and conducted nine (9) compliance evaluations that uncovered and saved California cities millions of dollars annually.

Mr. Ippolito recently conducted a compliance evaluation of the franchised haulers in the City of El Monte that closed the gap in the City's budget and led the way for the development of a semi-exclusive franchise which he currently manages today. The City of El Monte received $2,000,000 in cash and realized savings of $1,250,000 annually.

Since 1989 in California alone, Mr. Ippolito has written and successfully applied for $7,000,000 in Used Oil, Recycling DOC and HHW grants for several cities including Bellflower, Costa Mesa, El Monte, Torrance, Downey and many others. Mr. Ippolito also designed and managed the first Commercial Commingled Recycling Materials Recovery Facility in New Jersey and was involved in permitting and design of three (3) California Materials Recovery Facilities (MRFs). Mr. Ippolito went on to design, develop and implement residential and commercial recycling programs for twenty-two (22) California cities including Bell Gardens, Torrance, Gardena, Huntington Park, Costa Mesa, Bellflower, Downey, El Monte, South El Monte and many others. His current projects include developing and managing the solid waste franchise system in the City of El Monte, conducting rate study and compliance evaluation for the City of Huntington Park, and mechanical engineer for Lyons Oil Group of Commerce. Mr. Ippolito's expertise can be described as "recycling and refuse economics" for the public sector.

MUNICIPAL CONSULTING SERVICES

- Refuse Collection System Performance and Financial Compliance Evaluations
- Franchise Hauler Analysis, Management and Municipal Code Enforcement
- Rate Studies, Franchise Studies, Refuse/Recycling Cost Analysis
- Construction & Demolition Debris Program Development
- Development and Administration of Solid Waste RFPs for Municipalities
- Municipal Grant Writing and Administration
- Diversion Program Development and AB 939 Compliance
- Municipal Waste Management Upgrade and Privatization Vs. Reverse Privatization

EDUCATION

Bachelor of Science in Mechanical Engineering, California State Univ Long Beach

REFERENCES

Rene Bobadilla	Current El Monte City Manager	626-329-2339
Sal Allatore	Mayor Pro Tem, City of Lynwood	310-850-9529
Juan Mireles	Retired City Manager	626-945-9696
Enrique Ochoa	Former Arvinb City Manager	623-210-8592
Francisco Leal	Huntington Park, City Attorney	213-910-0552
Billie Martinez	South Gate, Former Mayor	323-578-0879

Estimated Time and Materials by Personnel for the City of Bell

	Task	Personnel	Hours	Rate	Subtotal
I	Revise Code and Administer Agreement	Project Manager	8	$ 110.00	$ 880.00
		Project Staff	13	$ 75.00	$ 975.00
		Administration	6	$ 55.00	$ 330.00
II	Perform State Reporting and Secure Grants	Project Manager	7	$ 110.00	$ 770.00
		Project Staff	17	$ 75.00	$ 1,275.00
		Administration	11	$ 55.00	$ 605.00
III	Contract Compliance Monitoring	Project Manager	54	$ 110.00	$ 5,940.00
		Project Staff	175	$ 75.00	$ 13,125.00
		Administration	40	$ 55.00	$ 2,200.00
IV	Conduct Annual Compliance Evaluation	Project Manager	16	$ 110.00	$ 1,760.00
		Project Staff	22	$ 75.00	$ 1,650.00
		Administration	14	$ 55.00	$ 770.00
V	Develop Scope of Work and RFP for Consultant	Project Manager	8	$ 110.00	$ 880.00
		Project Staff	12	$ 75.00	$ 900.00
		Administration	8	$ 55.00	$ 440.00
				Total	**$ 32,500.00**

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Bill Statler. General Obligation Bond Work-Out Team

APPROVED BY:
Doug Willmore, City Manager

SUBJECT: **General Obligation Bond Work-Out Results**

RECOMMENDATION

Receive a report on the results of the general obligation (G.O.) bond work-out.

DISCUSSION

The purpose of this report is to summarize the results of the G.O. bond work-out plan implementation. The short story: it was very successful in achieving its goal of mitigating the tax increase that would otherwise have been required. As set forth in a separate report, no increase in the current special levy is recommended for 2012-13.

Background

As the Council will recall, without the corrective action of the work-out plan, the City was facing the requirement in the coming fiscal year (2012-13) of increasing the property tax levy for the repayment of its G.O. bonds from the existing amount of $2.1 million to $3.5 million – an increase of $1.4 million (over 70%). This would have resulted in an estimated increase in the tax levy on property owners of $112 per $100,000 of assessed valuation (from $153 to $265).

In response to this, the Council approved a conceptual plan in August 2011 to mitigate the need for this increase: using the existing balance available from the 2007 bond proceeds (about $17.7 million) to reduce annual debt service requirements beginning next fiscal year and annually thereafter until all bonds are repaid. The Council subsequently approved a comprehensive work-out strategy based on this concept in December 2011; and in June 2012, approved a detailed implementation plan that consisted of two components:

- ***Tender Offer.*** Purchasing outstanding G.O. bonds from the 2007 issue directly from current bond holders ("tender offer"). As discussed with the Council at that time, this would be the most cost efficient approach. However, since this would be voluntary on the part of bondholders, it was uncertain how successful this would be.

- ***Escrow Account.*** Redeeming any remaining balance after the tender offer was completed via an escrow account.

In the June 2012 report to the Council, the work-out team estimated that under the proposed approach in structuring the revised debt service payments, it would be possible that no tax rate increase would be needed next fiscal year or in the future.

However, the team also stressed that this could not be guaranteed at that time, since the actual rate would depend on a number of factors that were outside of the control of the City, such as the market receptivity to the tender offer, interest rates on the escrow and the assessed valuation of taxable property for 2012-13 and beyond. That said, it was clear that the resulting tax rate would be significantly lower than would otherwise be the case without implementation of the work-out plan.

Findings

The "work-out" has been fully executed and the City has received its final 2012-13 assessed valuation from the County. As noted above, based on successful implementation of the work-out plan, no increase in the rate will be required in 2012-13. This is especially notable, since the City's assessed valuation decreased by 2.2% from 2011-12, rather than increasing slightly by 0.5% as projected in the June report.

This successful outcome was due to three key factors:

- ***Council Leadership.*** Since this issue first surfaced in August 2011, Council direction to mitigate any tax increases that would otherwise be required has been clear and consistent; and has resulted in the approval of key strategies in resolving this complex issue.

- ***Successful Tender Offer.*** As noted above, the most cost effective approach in reducing debt service costs (and resulting tax levy requirements) would be to directly purchase as many bonds as possible from current bond holders. However, identifying and contacting these bond holders was very difficult; and their level of interest in selling their bonds to the City was uncertain.

  However, the tender offer approach went really well. About 60% of the bonds were redeemed this way, which is really notable given that the bonds were held in retail accounts, which made reaching bond holders especially challenging. Compared with the escrow option (which was used for the other 40% of the bonds redeemed), this saved about $2 million over the remaining life of the bonds.

- ***Teamwork.*** The work-out team assembled by the City performed efficiently and effectively in developing and implementing the work-out plan. This included:

  KNN Public Finance: Financial Advisor
  Fulbright & Jaworski LLP: Special Counsel
  Bond Communications Group: Bondholder Communications ("Tender Agent")
  U.S. Bank: Trustee/Escrow Agent

Bill Statler: Project Manager
Anita Luck: Aleshire Wynder (Assistant City Attorney)
Anita Lawrence: Co-Interim Finance Director

It should be noted that Arne Croce, Interim City Manager, and Doug Wilmore, City Manager, also played key roles in providing direction and oversight to the work-out team.

SUMMARY

As a result of Council leadership, a successful tender offer and excellent teamwork, the G.O. work-out plan was successful in achieving its goal of mitigating a tax rate increase in 2012-13.

City of Bell
Agenda Report

DATE: August 15, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Anita Lawrence, Co Interim Finance Director

APPROVED BY: for Doug Willmore, City Manager

SUBJECT: **City Tax Levy for General Obligation Bonds and Pension Obligations**

RECOMMENDATIONS:

That the City Council:

1. Adopt a resolution setting the annual property tax levy rate for the Pension Revenue Obligations.

2. Adopt a resolution setting the 2011-12 property tax levy for the 2004 and 2007 General Obligation Bonds.

BACKGROUND

Currently, the City (including its related entities) has seven outstanding bond obligations. Each bond is different and issued for a different purpose. Two of the seven bonds are known as "levy bonds" – voter approved bonds that are paid by levying a property tax. These are the 2005 Pension Revenue Bond (one component of the purpose of the pension obligation levy) and the 2004 and 2007 General Obligation Bonds (the GOBs). The recommended actions are to set the 2012/13 tax rate for Pension Obligations *and* for the GOBs. Both rates are recommended to stay the same as they were in 2011/12.

DISCUSSION

Pension Revenue Bond Levy

When the voters enacted Proposition 13 in 1978, they included not only a limit on the property tax rate but an exception to the maximum 1% rate. Article 13A, section 1(b) of the California State Constitution, which was enacted by Proposition 13, provides that the 1% limit on the property tax rate is not applicable to *ad valorem* taxes or special assessments collected to pay the interest and redemption charges on any "indebtedness" approved by the voters prior to July 1, 1978. The courts have held that a pension obligations approved by the voters prior to July 1, 1978 is an "indebtedness" and thus a tax rate in excess of 1% is authorized by Article 13A, section 1(b) to pay for pensions. (*Carman v. Alvord* (1982) 31 Cal.3d 318; *Patton v. City of Alameda* (1985) 40 Cal.3d 41.) The additional property tax to pay for pre-existing "indebtedness" is often referred to as an "override." The city has pension bonds outstanding which are secured by this levy.

In 1994, the Legislature enacted Revenue & Taxation Code section 96.31, which provides additional detail regarding when a tax rate in excess of 1% may be levied. Subdivision (a)(4) authorizes a rate above the 1% maximum to pay for pension programs. Subdivision (b) prohibits a city from imposing a property tax rate for pension payments in excess of the rate a city imposed in the 1982-83 or 1983-84 fiscal years, except in certain circumstances. The maximum rate that a city may charge is the higher of the rate charged in 1982-83 or 1983-84.

According to the information in the offering document for the Pension Bonds, the voters of the City of Bell authorized the levy of a property tax to fund the costs of the employee pension system in 1944. The City has levied an additional property tax to pay for retiree pension obligations. The rate in effect in both the 1982-83 and 1983-84 fiscal years was 0.187554 ($187.554 per $100,000 of Assessed Value). Therefore, that is the maximum rate that the City may levy to fund its pension obligations for retired employees. The revenue from the tax is used to partially pay for retiree health insurance benefits, payments for City employees into the California Public Employee Retirement System, and payments on bonds issued to fund the City's obligations to its retired employees. The amount levied covers the City's debt service obligation, plus a portion of the other components.

2004 and 2007 General Obligation Bonds

Voter approved debt for improvements to real property after 1978 is also issued under an exception to Article 13 of the California Constitution. An election was held by the City in 2003 in which Bell voters approved the issuance of general obligation bonds. Two series of the bonds remain outstanding (the 2004 Bonds and the 2007 Bonds). In July 2012, the City made an offer to the holders of the 2007 Bonds to buy them back. The City had approximately $17.7 million in unspent funds and the City Council, to minimize the impact of the bonds on the Bell property owners, approved a work-out plan and the City was able to either buy back or place into escrow until the legal call date many of the bonds outstanding. The 2012-13 recommended tax rate is 0.152859 ($152.859 per $100,000 of Assessed Value).

Bond and Note Debt Program Review/ Bond Focus Group

On August 24, 2011 a team of experts in municipal finance and bonded indebtedness met with Bell staff and the lead City attorney on Bell's bond and debt situation to review the City's challenges and opportunities and to offer their best thinking on strategies going forward. In addition to an attorney from the City Attorney's office, Interim CAO Arne Croce, Ken Hampian and the City's budget consultant David Bass attended. The outside experts that were recruited – all pro-bono – included:

- Andy Belknap, Management Partners
- James Bemis, Montegue DeRose
- Bill Statler, Consultant/Former Finance Director

A strategy was developed by the workout group and on December 14, 2011, the City Council approved a bond workout plan. During the first six months of 2012, the plan was implemented to make an offer to the bondholders to purchase approximately $17 million in bonds from the 2007 Bond issue to be funded with the remaining bond proceeds. On June 6, 2012, the City Council was provided a preliminary estimation of what might be expected once the offer to purchase the bonds was made. On July 17, 2012, the City was able to purchase 60% of the bonds and place the balance into Escrow in anticipation of August 1, 2017, when the City will be legally able to begin calling them.

	2004 GOB	2007 GOB	Total
2013 Principal	395,000	105,000	500,000
2013 Interest	626,719	891,100	1,517,819
Fiscal Agent Fees	10,000	10,000	20,000
Total Costs	1,031,719	1,006,100	2,037,819
Estimated Bond Workout Savings			137,200
Total Requirement for 2013			1,900,619
Assessed Value net of Homeowners Exemption (AV)			1,308,820,510
Margin for delinquencies, refunds, and adjustments			5%
Net AV			1,243,379,485
Required Tax Rate (per $100,000 of AV)			152.859

The bond obligations due August 1, 2012 were paid from the 2011-12 levy. The 2012-13 levy will pay for the Debt Service that will become due in February 2013 and August 2013. The structure of these bonds creates a cash flow challenge because the August payment includes the annual principal payment resulting in the larger of the two annual payments being due before taxes are received when evaluated from a fiscal year perspective. Property taxes are received in December and April each year.

Attachments

1. Resolution No. 2012-59 (Pension Revenue Bond).
2. Resolution No. 2012-58 (General Obligation Bonds)

RESOLUTION NO. 2012-59

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ADOPTING AND ESTABLISHING THE FISCAL YEAR 2012-13 RATE OF THE ANNUAL VOTER-APPROVED PROPERTY TAX OVERRIDE TO FUND PENSION AND OTHER RETIREE OBLIGATIONS

THE CITY COUNCIL OF THE CITY OF BELL DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS.

(A) In 1944, the voters of the City of Bell authorized the City to levy a property tax to fund employee pensions and other retirement obligations. The City has operated and funded such a system since that time and participates in the California Public Employee Retirement System.

(B) Article 13A, section 1(b) of the State Constitution, which was enacted by Proposition 13, provides that the 1% limit on the property tax rate is not applicable to *ad valorem* taxes or special assessments to pay the interest and redemption charges on any "indebtedness" approved by the voters prior to July 1, 1978. State courts have held that pension obligations in existence before that date are an "indebtedness," and that a city may levy an additional property tax to fund those obligations. Such a tax is commonly referred to as a "property tax override."

(C) In implementing the provisions of Proposition 13, the State Legislature has enacted Revenue & Taxation Code section 96.31, subsection (b) of which limits the maximum property tax that a city may levy to fund pension obligations at the rate that the City levied such a tax in either the 1982-83 or 1983-84 fiscal year, which ever is higher. The additional property tax rate levied for the City's public employee pension obligations in both the 1982-83 and 1983-84 fiscal years was 0.187554%.

(D) The revenue from the additional property tax is used to partially pay for retiree health insurance benefits, payments for City employees into the California Public Employee Retirement System, and payments on bonds issued to fund the City's obligations to its retired employees.

SECTION 2. FISCAL YEAR 2012-13 PROPERTY TAX OVERRIDE RATE.

The voter-authorized annual property tax to partially fund the City of Bell's pension and other retiree obligations is hereby established at the rate set forth below for the 2012-13 fiscal year, and the tax shall be levied at that rate and identified as follows:

For Employee Post-Employment Benefits Fund-Pension Obligation (Indebtedness approved by voters prior to July 1, 1978)	0.187554

SECTION 3. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and will apply to the 2012/13 Fiscal Year.

SECTION 4. SEVERABILITY CLAUSE.

The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

PASSED, APPROVED AND ADOPTED this 15th day of August, 2012.

Ali Saleh, Mayor

APPROVED AS TO FORM

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk

RESOLUTION NO 2012-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ADOPTING AND ESTABLISHING THE FISCAL YEAR 2012-13 RATE OF THE ANNUAL LEVY RATE TO MEET THE CITY OF BELL GENERAL OBLIGATION BONDS (ELECTION OF 2003), SERIES 2004 AND SERIES 2007.

WHEREAS, the City of Bell held a general election on November 3, 2003 introducing Measure A to authorize the City of Bell to issue seventy million dollars of general obligation bonds to finance the acquisition, construction and/or the costs of certain municipal improvements and facilities; and

WHEREAS, Resolution 2003-56 approved on November 12, 2003 recited the facts of the Special Municipal Election held on November 3, 2003 to certify the passing of Measure A by over two-thirds of the qualified voters of the City; and

WHEREAS, Resolution 2004-41 approved on October 4, 2004 authorized the issuance of the first series of bonds (Series of 2004) under the authorization received at the general election of November 3, 2003; and

WHEREAS, the City issued Series of 2004 bonds in the amount of fifteen million dollars pursuant to the Constitution and the laws of the State of California, the Resolution, and the Paying Agent Agreement executed on November 1, 2004; and

WHEREAS, Resolution 2007-21 approved on May 7, 2007 authorized the issuance of the second series of bonds (Series of 2007) under the authorization received at the general election of November 3, 2003; and

WHEREAS, the City issued Series of 2007 bonds in the amount of thirty five million dollars pursuant to the Constitution and the laws of the State of California, the Resolution, and the Paying Agent Agreement executed on August 1, 2007; and

WHEREAS, in mid 2012, the City invited owners of the Series 2007 to tender their bonds for purchase to the City pursuant to the City's Offer to Purchase, dated June 13, 2007;

WHEREAS, on July 17, 2012, the City accepted $10,435,000 in principal amount of the Series of 2007 bonds for purchase from unused proceeds and advance refunded (from unused proceeds) an additional $5,945,000 in principal amount by placing funds into an irrevocable escrow to pay said bonds pursuant to an Escrow Agreement, dated as of July 1, 2012, by and among the City and U.S. Bank National Association, as paying agent for the Series of 2007 Bonds;

WHEREAS, $18,620,000 of the Series of 2007 Bonds remain unredeemed (and not purchased);

WHEREAS, the City of Bell Council is empowered and is obligated to levy ad valorem taxes, without limitation of rate or amount, for the payment of interest on and

principal of the Bonds, upon all property subject to taxation by the City (except certain personal property which is taxable at limited rates); and

WHEREAS, the City of Bell has made debt service payments under the Series of 2004 and Series 2007 bonds; and

WHEREAS, the City of Bell desires to set the tax levy for fiscal year 2012-2013; and

NOW, THEREFORE, THE MAYOR AND COUNCIL MEMBERS OF THE CITY OF BELL, DO HEREBY FIND AND RESOLVE AS FOLLOWS:

SECTION 1. That there is hereby levied a municipal tax based upon the value of all taxable property as assessed and equalized in the City of Bell for the municipal purpose hereinafter described, for the fiscal year 2012-2013 at the following percentage of full value on the assessment roll, to wit:

For Measure A - General Obligation Bonds (Indebtedness approved by voters at the General Election held on November 4, 2003):

0.153592

SECTION 2. That the City Clerk shall certify to the adoption of this resolution and thereafter the same shall be in full force and effect.

ADOPTED AND APPROVED this 15th day of August, 2012.

_____
Ali Saleh, Mayor

APPROVED AS TO FORM

_____
David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Rebecca Valdez, City Clerk of the City of Bell, hereby attest to and certify that the foregoing resolution is the original resolution adopted by the Bell City Council at its regular meeting held on the 15th day of August, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Rebecca Valdez, CMC, City Clerk