AGENDA ITEM 1

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Rita Montalvo, P.E., Public Works Director

APPROVED BY: Michael L. Antwine II, City Manager

SUBJECT: Approval of Conceptual Design Alternatives for Gage and Heliotrope Park

RECOMMENDATION:

It is recommended that the City Council:

1. Approval of one of the conceptual design alternatives for Gage and Heliotrope Park
2. Authorize staff to proceed with the procurement of professional design services for the preparation of final plans, specifications, and construction documents based on the approved conceptual design

BACKGROUND:

The City has been awarded approximately $1.9 million in State of California, Los Angeles County Open Space Park, and Rivers and Mountains Conservancy grant funds to assist with the acquisition, community outreach (technical assistance), design, and construction of a new neighborhood park.

In August 2024, the City acquired the properties located at 4773 and 4777 Gage Avenue using Los Angeles County 2016 Measure A Park Grant funding. These funds are restricted and may only be used for the acquisition and development of new park space within the City.

On March 25, 2026, the City Council reviewed two (2) conceptual design alternatives for the proposed Gage and Heliotrope Park. Following Council discussion, the item was continued to a future City Council meeting.

Following the meeting, staff received direction to further refine the conceptual designs and incorporate a water element inspired by the historic Sleepy Lagoon. Staff has since refined the conceptual designs and is returning with revised alternatives for the City Council's consideration.

DISCUSSION:

After the March 25, 2026, City Council meeting, staff worked with the City's landscape architectural consultant, RRM Design Group, to prepare revised conceptual design alternatives incorporating the City Council's direction.

The revised conceptual designs include a water element inspired by the historic Sleepy Lagoon. Sleepy Lagoon was the name given to a water reservoir located near what is now the City of Bell during the 1940s. At the time, it served as a popular gathering place for many local residents, particularly Mexican-American families. In August 1942, the area became nationally known following the death of José Gallardo Díaz and the subsequent criminal prosecution of several Mexican-American youths. The convictions were later overturned, and the case became widely recognized for exposing racial discrimination and injustice during that era.

The Sleepy Lagoon case represents an important chapter in the history of the region. Remembering it is not about celebrating the events that occurred, but about acknowledging the past, honoring those affected, and educating future generations about the importance of justice, equality, and respect for all members of our community. Incorporating this history into the Heliotrope Park design also provides an opportunity to create a place for reflection, emphasizing the community's resilience and commitment to justice and equality.

Each of the conceptual design alternatives reflect the community input received during the public outreach process and the overall vision for the park.

Staff is requesting that the City Council select one of the proposed alternatives as the preferred conceptual design. Selection of a preferred alternative will establish the project's final design direction and allow staff to proceed with the procurement of professional design services to prepare the final plans, specifications, and construction documents.

FISCAL IMPACT:

There will be no fiscal impact on the General Fund. This project is fully funded through grant funds, including Los Angeles County Measure A, the Rivers and Mountains Conservancy (RMC), and the Los Angeles County Regional Park and Open Space District (RPOSD).

ATTACHMENT:

1. Attachment A - Conceptual Design Alternatives











Justice | Truth | Reflection

Theme: Awareness, Accountability, Education













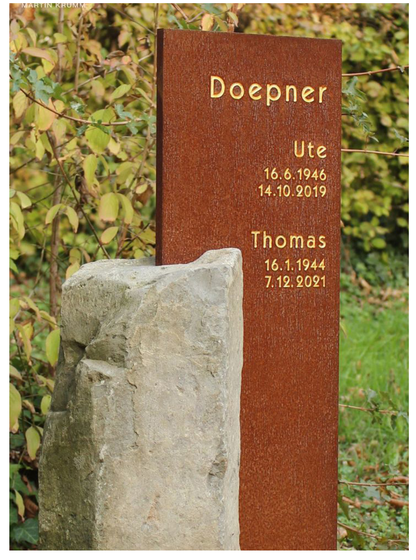
Remembrance | Resilience | Renewal

Theme: Memory, Perseverance, Collective Healing, Progress









Division | Connection | Unity

Theme: Reconciliation, Belonging, Shared Humanity







Legacy | Courage | Change

Theme: Advocacy, Empowerment, Unification

AGENDA ITEM 2

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Grace Hagan Martin, Management Analyst

APPROVED BY: _____
Michael L. Antwine II, City Manager

SUBJECT: Consideration of Amendment No. 1 with California Consulting, LLC for Grant Administration Services in the amount of $56,400 per year.

RECOMMENDATION:

It is recommended that the City Council approve an Amendment No. 1 with California Consulting, LLC to extend the term of the agreement for an additional two (2) years until June 30, 2028.

BACKGROUND:

The City has contracted with California Consulting, LLC since May 1, 2018. Since then, the firm has helped the City secure $10,445,459 in grant awards. The current service agreement ended in June 2026. Staff recommends that Council approve an amendment with California Consulting, LLC to provide two (2) additional years of services, from July 1, 2026 to June 30, 2028.

DISCUSSION:

California Consulting is the State's largest grant resources company. They have generated $1.5 billion for their clients through state and federal resources, including more than 900 awarded grant applications.

The firm has more than 20 grant writers and support staff to assist their clients. The individual assigned to the City of Bell is David Marquez. David has a proven track record of success and has mastered his skills of identifying, researching, and obtaining funding for significant projects. Below are some of the services that they have been providing:

- Targeted grant research on project specifically identified by the City
- Independent research to identify grant funding opportunities
- Offer general advice on matters involving funding mechanisms, grant research, grant writing, and administration
- Award administration services

The following summarizes competitive and non-competitive grant awards secured by California Consulting, LLC with City of Bell for the period 2023 through 2026.

During this period, the California Consulting, LLC and the City secured a total of nine (9) grant

awards totaling $2,067,071 in support of public safety, parks, community development, special events and program initiatives.

U.S. Department of Housing and Urban Development (HUD) – Lead Reduction Program (2026)

The City of Bell secured funding from the U.S. Department of Housing and Urban Development (HUD) for the creation and implementation of the City's Lead Reduction Program. This funding will enable the City to address and reduce lead-based hazards in residential environments, promoting safer and healthier homes for local families. Amount Awarded: $1,100,000

LA Metro – Open Streets Program, Cycle 6 (2026)

In connection with Metro this award provides funding in support of the 2026 FIFA World Cup through Gateway Connections Cities with an Open Streets Event. Amount Awarded: $142,361

CalOES/FEMA – Local Hazard Mitigation Planning Grant (2025)

Local Hazard Mitigation Planning Grant to provide development and implementation of a city-wide Local Hazard Mitigation Plan. The award was subsequently increased from $100,000 to $220,000 by FEMA to account for rising consultant (labor) costs and to ensure the project is sufficiently funded to meet all required deliverables. Amount Awarded: $220,000

LA Metro – Open Streets Program (2024)

Provides funding in support of the 2025 City of Bell's first Open Streets Event in connection with 5K Run/Bike. Amount Awarded: $48,000

CalRecycle – Beverage Container Recycle Program (2024)

CalRecycle Award supports a city-wide beverage recycling campaign. Amount Awarded: $8,712

CA Department of Toxic Substances Control – Equitable Community Revitalization Program (ECRP) Grant (2023)

Equitable Community Revitalization Program (ECRP) Grant supports a Community-Wide Assessment of brownfield sites, including the properties located at 5246 Florence Avenue, 5241 Florence Avenue, and 6400 Atlantic Avenue. Amount Awarded: $349,950

FEMA – Winter Storm Recovery (DR-4699) (2023)

This award secures Federal Disaster Relief funds to mitigate costs and damage caused by the winter storm in February 2023. Amount Awarded: $6,426

Bureau of Justice Administration – Edward Byrne Justice Assistance Grant (JAG) (2023)
Edward Byrne Justice Assistance Grant award supports the purchase of equipment and supplies for public safety. Amount Awarded: $14,702

Department of Justice – Bureau of Administration, Small, Rural, and Tribal Body-Worn Camera Grant Program (2023)
This award supports the purchase of body-worn camera equipment and associated training.

Amount Awarded: $176,800

While there are other firms that provide these grant writing services, staff opinion is that California Consulting, LLC is the leading firm in California. Staff does not believe that seeking additional proposals or going out to bid will prove fruitful or yield greater or more competitive results.

FISCAL IMPACT:

The total compensation for Grant Administration Services shall not exceed $56,400 per year.

Below is a schedule of compensation breakdown:

Task	Cost
MONTHLY TOTAL FOR TASKS A-C Task A. Grant Writing Services; Task B. Advisory Services; Task C. Award Administration Services	$4,800.00
MONTHLY TOTAL	$4,800.00
ANNUAL TOTAL	$56,400.00
Reimbursable Expenses (reasonable out-of-pocket expenses related to performing services)	$300.00
MONTHLY TOTAL	$300.00
ANNUAL TOTAL	$3,600.00
(FY26-27) YEAR 1 TOTAL	**$56,400.00**
(FY27-28) YEAR 2 TOTAL	**$56,400.00**
CONTRACT SUM	**$112,800.00**

STRATEGIC PLAN 2023-25:

Target 1: Fostering Financial Resilience
Goal 7: Leverage partnerships for funding opportunities

ATTACHMENTS:

1. Amendment No. 1
2. Contract Service Agreement with California Consulting, LLC (2024 to 2026)

AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE CONTRACT SERVICES AGREEMENT ("Amendment No. 1") by and between the **CITY OF BELL**, a California charter city ("City"), and **CALIFORNIA CONSULTING, INC.**, a California corporation ("Consultant"), is effective retroactive to the 30th day of June, 2026.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated June 12, 2024 ("Agreement"), whereby Consultant agreed to provide grant writing services for a two (2) year term until June 30, 2026, with the option to extend by one (1) additional one-year term at the City's sole discretion, in exchange for a total not-to-exceed compensation of $103,200 ("Contract Sum"). Initially capitalized terms used but not defined herein shall have the meaning ascribed in the Agreement.

B. City and Consultant now desire to amend the Agreement, effective retroactive to June 30, 2026, to: i) exercise City's option to extend the term of the Agreement by an additional one (1) year and thereafter extend the term of the Agreement by an additional one (1) year, thereby extending the term until June 30, 2028 and ii) increase the Contract Sum by $112,800, thereby increasing the Contract Sum from $103,200 to $216,000.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein. Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

A. Section 2.1 (Contract Sum) is hereby amended and shall now read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Two Hundred Sixteen Thousand Dollars ($216,000)*** ~~One Hundred Three Thousand Two Hundred Dollars ($103,200)~~ ("Contract Sum").

B. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***June 30, 2028*** ~~two (2) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ~~The City may, in its sole discretion, extend the Term for one (1) additional one-year terms.~~"

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"I. ~~Based on Task A as described in Section I of Exhibit "A",~~ Consultant shall perform the Services ~~for Four Thousand Dollars ($4,000) per month and~~ in accordance with the following table:

Task	**Cost**
A. Grant Writing Services	$1,334.00
B. Advisory Services	$1,333.00
C. Award Administration Services	$1,333.00
MONTHLY TOTAL ***(YEAR 1 and YEAR 2)***	$4,000.00
ANNUAL TOTAL ***(YEAR 1 and YEAR 2)***	$48,000.00
Task A. Grant Writing Services; Task B. Advisory Services; Task C. Award Administration Service) ***MONTHLY TOTAL (YEAR 3 and YEAR 4)***	 ***$4,400.00***
ANNUAL TOTAL (YEAR 3 and YEAR 4)	***$52,800.00***
Reimbursable Expenses (reasonable out-of-pocket expenses related to performing services)	$300.00
MONTHLY TOTAL	$300.00
ANNUAL TOTAL	$3,600.00
YEAR 1 TOTAL	$51,600.00
YEAR 2 TOTAL	$51,600.00
YEAR 3 TOTAL	***$56,400.00***
YEAR 4 TOTAL	***$56,400.00***

CONTRACT SUM	***$216,000.00*** ~~$112,800.00~~

D. Section IV of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"IV. The total maximum compensation for the Services ~~during the twelve (12) month term~~ shall not exceed ***the Contract Sum*** ~~Fifty One Thousand Six Hundred Dollars ($51,600)~~, as provided in Section 2.1 of this Agreement, which includes the monthly fixed rate for Services as specified in Section I above and the reimbursement expenses as specified in Section III above."

E. Section I of Exhibit "D" (Schedule of Performance) is hereby amended to read in its entirety as follows:

"I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, ~~2026~~ ***2028***."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles, or digital. All such counterparts shall together constitute by one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:
CITY OF BELL, a California charter city

_____
Ali Saleh
Mayor

ATTEST:

_____
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Danny Aleshire
City Attorney

CONSULTANT :
CALIFORNIA CONSULTING, INC., a California corporation

By: _____
Name: Steven N. Samuelian
Title: CEO, Secretary
Email: steve@californiaconsulting.org
Address: 214 Main Street, Suite 102
El Segundo, CA 90245

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF BELL
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL GRANT WRITING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 12th day of June, 2024, by and between the CITY OF BELL, a charter city ("City") and CALIFORNIA CONSULTING, INC., a California corporation (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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 the Agreement.

1.5 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Three Thousand Two Hundred Dollars ($103,200.00) ("Contract Sum").

2.2 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. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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, 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; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. 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. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, 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 ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the 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 City, 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 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one (1) additional one-year terms.

4. COORDINATION OF WORK

4.1 Representative of Consultant. Steven N. Samuelian is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Assistant to the City Manager, Javier Ochiqui, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

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

4.4 Independent 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. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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, 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to 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 City, except that where termination is due to the fault of the City, 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of 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.

8. MISCELLANEOUS

8.1 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City 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.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, California 90201, and in the case of the Consultant, to the person(s) 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.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

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

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

8.8 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.

8.9 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.

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

Consultant's Authorized Initials _____

8.11 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 The Following Page]

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

CITY:

CITY OF BELL, a charter city

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

CALIFORNIA CONSULTING, INC., a California corporation

By:_____
Name: Steven N. Samuelian
Title: CEO

By:_____
Name: Steven N. Samuelian
Title:

Address: 214 Main Street, Suite 102

El Segundo, CA 90245

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF _____

COUNTY OF _____

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01135.0001/983035.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF _____

COUNTY OF _____

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01135.0001/983035.2

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant shall research, advise, and perform grant writing services for the City (collectively, the "Services"). The Services shall include, but not be limited to, the following:

A. Task A: Grant Writing Services. Consultant shall perform grant writing at the direction of the City in conjunction with the following:

1. Consultant shall provide targeted grant research on projects specifically identified by the City.

2. Consultant shall independently conduct research to identify grant funding opportunities for the City.

3. Consultant shall prepare grant proposals and applications by working with the City to interpret guidelines and gather relevant material and information.

B. Task B: Advisory Services. Consultant shall offer City general advice on matters involving funding mechanisms, grants research, identification, grant-writing, and administration.

C. Task C: Award Administration Services. In consultation with the Contract Officer, Consultant shall provide post-grant award administration on the grants which are awarded to the City, including the filing of required documents on behalf of the City, or in consultation with the City, by the proscribed deadlines set by the awarding entity.

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

A. Print version of funding opportunities.

B. Print versions of any City-directed grant writing.

C. Reports of proposed, submitted, resubmitted, appealed grants, and their status.

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

A. Status reports due upon request by City.

IV. 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.

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

A. Steven N. Samuelian, CEO

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 8.12 is added to this Agreement by adding the following language:

"8.12 No Guaranteed Result. City acknowledges and agrees that Consultant does not have control over third-party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Based on Task A as described in Section I of Exhibit "A", Consultant shall perform the Services for Four Thousand Dollars ($4,000.00) per month and in accordance with the following table:

Task	Cost
A. Grant Writing Services	**$1,334.00**
B. Advisory Services	**$1,333.00**
C. Award Administration Services	**$1,333.00**
MONTHLY TOTAL	**$4,000.00**
ANNUAL TOTAL	**$48,000.00**
Reimbursable Expenses (reasonable out-of-pocket expenses related to performing services)	**$300.00**
MONTHLY TOTAL	**$300.00**
ANNUAL TOTAL	**$3,600.00**
YEAR 1 TOTAL	**$51,600.00**
YEAR 2 TOTAL	**$51,600.00**
CONTRACT SUM	**$103,200.00**

II. The City will compensate Consultant for the Services performed within thirty (30) days of receipt of a valid invoice. Each invoice is to include:

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

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

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

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

III. **The City agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City in an amount not-to-exceed Three Hundred Dollars ($300.00) per month. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide City with a receipt and a description of the expense with the invoice.**

IV. **The total maximum compensation for the Services during the twelve (12) month term shall not exceed Fifty One Thousand Six Hundred Dollars ($51,600.00), as provided in Section 2.1 of this Agreement, which includes the monthly fixed rate for Services as specified in Section I above and the reimbursement expenses as specified in Section III above.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2026.

II. The Services, as specified in Section I of Exhibit A, shall be performed in accordance with the following schedule:

Task	Deadline
Task 1: Grant Writing	As requested by the Contract Officer
Task 2: Advisory Services	As requested by the Contract Officer
Task 3: Award Administration Services	As required by awarding entity and any established deadlines; and in a manner to ensure City has sufficient time to provide any documentation timely to the awarding entity when applicable.

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

AGENDA ITEM 3

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Javier Ochiqui, Community Development Director

APPROVED BY: _____
Michael L. Antwine II, City Manager

SUBJECT: Consideration to approve a new Agreement with Banks Consulting for professional planning services.

RECOMMENDATION:

It is recommended that the City Council approve a new Agreement with Banks Consulting in the amount of $50,000 for professional planning services.

BACKGROUND:

In February 2026, the City's Assistant Planner position became vacant. Shortly thereafter, the city requested proposals from several vendors for professional planning services. In March 2026, the City selected Banks Consulting firm and established a Purchase Order (PO) in the amount of $24,000.

Mr. Banks has a master's degree in urban planning and more than 20 years of local government experience. Currently, Banks Consulting provides planning support services at City Hall Monday's, Wednesday's and Friday's from 8 am to 3 pm.

DISCUSSION

The Planning Division provides residents, developers, businesses and policy makers with informed guidance to shape the future of the City in ways that inclusively serve our community.

The Planning Division implements the City's General Plan and enforces the Zoning code, reviews all residential, commercial, and industrial development proposals to ensure compliance with the Bell Municipal Code. The Planning Division also reviews business licenses, to ensure that each business is located within the appropriate land use zone.

The Planning Division provides zoning and land-use information to the public via in-person visits at the public counter, over the telephone, and via email. This ensures that new development is attractive, compatible with its surroundings, and meets the standards of our community's vision for the future.

Banks consulting will perform the following tasks:

- Respond to public inquiries for zoning, perform site visits, communicate with applicants regarding specific requirements and/or information necessary to process applications,

review development plans for compliance with the City's General Plan, Zoning Ordinance, and the development standards set forth therein, and review design guidelines or Specific Plan requirements.

- Prepare staff reports, approval letters, assist with conducting public workshops, and attend and make presentations before the Planning Commission.

FISCAL IMPACT:

This expenditure will impact the General Fund. The amount of $50,000 will be paid by the Community Development Department budget via the salary savings from the vacant Associate Planner position.

STRATEGIC PLAN 2023-25:

Target 1: Economic Development
Goal 1: Implement improvements to Atlantic and Gage Ave.
Action Item 5: Adopt Atlantic Ave. Specific Plan
Action Item 7: Create a Gage Ave. Specific Plan

ATTACHMENT:

1. Contract Service Agreement

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
BANKS CONSULTING FOR
PROFESSIONAL PLANNING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 12 day of August, 2026, by and between the City of Bell, a California charter city ("City") and Banks Consulting, a sole proprietor (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

1.3 California Labor Law. If the Scope of Services includes any "public works" or "maintenance," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable laws.

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 the Agreement.

1.5 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty Thousand Dollars ($50,000) ("Contract Sum").

2.2 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. By submitting an invoice for payment under

this Agreement, Consultant shall be deemed to have certify compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and 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. Consultant shall not invoice City for any duplicate services performed by more than one person.

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, 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; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event the City disputes any charges or expenses, the original invoice shall be returned by the City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. The 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 (as defined below) to the Consultant, incorporating therein any adjustment in: (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual cost of the extra work; 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 ten percent (10%) of the Contract Sum, but not exceeding a total contract amount of Twenty-Five Thousand Dollars ($25,000) or in the time to perform of up to ninety (90) days may be approved by the City Manager. Any greater increases than Twenty-Five Thousand Dollars ($25,000), taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

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 thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the

fault or negligence of the 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 City, 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 under this Section; Consultant's sole remedy will be an extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but not exceeding June 30, 2027 ("Term"), except as otherwise provided in the Schedule of Performance (as shown on Exhibit "D" attached hereto).

4. COORDINATION OF WORK

4.1 Representative of Consultant. Dennis Banks, Founder and Principal Planner, is hereby designated as the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep the City informed of any changes.

4.2 Contract Officer. The City Community Development Director, Javier Ochiqui, or such person as may be designated by the City Manager, is hereby designated as the representative the City authorized to act in its behalf with respect to the work and services specified herein, and to make all decisions in connection therewith ("Contract Officer").

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

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 officers, agents, or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent Consultant of City 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 officers, agents, or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide, and maintain at its sole cost and expense during the Term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its officers, agents, representatives, employees, or subcontractors.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that the City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m)Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services who is brought onto or involved in the services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the Term of this Agreement, to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles / Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, it officers, officials, employees, agents, and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

(b) Consultant 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 admissions, 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 the City sufficient notice of such court order or subpoena to allow it to raise relevant objections.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from

Consultant for any damages, costs, and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant 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 thereunder. The 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 the City and to provide the City with sufficient opportunity to review, comment, or file appropriate objections to any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents, and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the 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 the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in Title 17 Section 101 of the United States Code, such documents and materials are hereby deemed "works made for hire" for the City.

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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 or shortened, if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.4, if the option to cure is in the alternative to termination. 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. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a

statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement 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 Agreement at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, 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. 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, but not exceeding the compensation provided therefore in the Schedule of Compensation as shown on Exhibit "C". In the event of termination without cause pursuant to this section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, the 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 the City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed to the City as previously stated.

8. MISCELLANEOUS

8.1 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City 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.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, and to the attention of the Contract Officer (with their name and City title), City of Bell, 6330 Pine Avenue, Bell, CA 90201, and in the case of the Consultant, to the person(s) 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.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

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

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

8.8 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.

8.9 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The

words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with Title 2, Section 22003 of the California Code of Regulations (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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

Consultant's Authorized Initials _____
(Name)

8.11 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 Appear On The Following Page]

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

CITY:
CITY OF Bell, a charter city

By:

_____
Ana Maria Quintana
Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Matthew Cohen
Assistant City Attorney

ATTEST:

By:

_____
Angela Bustamante
City Clerk

CONSULTANT:
BANKS CONSULTING

By:

_____
Name: Dennis Banks
Title: Founder/Principal Planner
Email Address: dennisbanks98@gmail.com
Address: 925 N. La Brea Ave., Suite 500
Los Angeles, CA 90038

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following project management planning related services on an as-needed basis:

A. Respond to public inquiries regarding zoning, land use, and other planning-related matters, and assist with the operation of the City's permit center.

B. Conduct project site visits and communicate with applicants regarding application requirements, submittal deficiencies, and information necessary to process development applications.

C. Review proposed development plans for compliance with the City's General Plan, Zoning Ordinance, Municipal Code, applicable Specific Plans, design guidelines, and other applicable laws and regulations.

D. Coordinate interdepartmental review of proposed development projects.

E. Meet with applicants to discuss proposed projects and recommended project modifications, as necessary.

F. Review site plans and provide recommendations to City staff.

G. Prepare written correction and approval letters, and maintain such letters.

H. Prepare and provide services for Initial Studies and Negative Declarations or Mitigated Negative Declarations as required under the California Environmental Quality Act ("CEQA").

I. Process and review Environmental Impact Reports ("EIRs"), Subsequent EIRs, Supplemental EIRs, Addenda, or EIR Addendums prepared by other staff.

J. Provide peer review services to applicants.

K. Assist the Contract Officer in interpreting and applying applicable state, county, and local codes, ordinances, and regulations.

L. Coordinate the distribution of project-related documents to outside agencies, as required.

M. Schedule and assist with public workshops and EIR scoping meetings, as necessary.

N. Schedule and assist in conducting public hearings before the Planning Commission and City Council.

O. Coordinate advance planning work, including General Plan updates, being performed by other staff.

P. Represent the City at meetings of regional planning agencies, including the Southern California Association of Governments and the Gateway Cities Council of Governments, as necessary.

Q. At the direction of the Community Development Director, prepare zoning ordinances, Municipal Code amendments, resolutions, planning policies, and other planning-related legislative documents, and assist in maintaining and updating the Municipal Code.

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

A. As requested by the Contract Officer.

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

A. As requested by the Contract Officer.

IV. 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.

V. Consultant shall utilize personnel qualified to perform the services described in this Agreement. Upon request by the Contract Officer, Consultant shall provide the names of the personnel assigned to perform the services, and the Contract Officer may reasonably approve or disapprove the assigned personnel.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following services on a time and materials basis at the following rates:

Position	Hrs. Weekly	Hourly Rate
Senior Planner	20 - 25	$50.00
Permit Technician	As Needed	$30.00
Admin. Assistant (Professional Services)	As Needed	$25.00
Admin. Assistant (Special Services)	As Needed	$25.00

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

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

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

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

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

III. The total compensation for the services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely, as directed by the Contract Officer.

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

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Rita Montalvo, P.E., Public Works Director

APPROVED BY:

Michael L. Antwine II, City Manager

SUBJECT: Adoption of a Resolution Authorizing the Submission of a Full Proposal to the California Natural Resources Agency Urban Greening Grant Program for the City of Bell Urban Forestry Project and Heat Mitigation Initiative

RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading, and adopt Resolution No. 2026-49 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE APPLICATION FOR CLIMATE BOND GRANT FUNDS UNDER THE CALIFORNIA NATURAL RESOURCES AGENCY URBAN GREENING PROGRAM FOR THE CITY OF BELL URBAN FORESTRY PROJECT AND HEAT MITIGATION INITIATIVE

BACKGROUND:

The City of Bell actively pursues grant funding opportunities that improve environmental sustainability, expand green infrastructure, and enhance the quality of life for its residents. One such opportunity is the California Natural Resources Agency's Urban Greening Grant Program, funded through Proposition 4, the Climate Bond approved by California voters in November 2024, to support projects that expand the urban tree canopy, reduce urban heat, improve climate resilience, and provide multiple environmental and community benefits.

The need for urban greening improvements in Bell is significant. Approximately 82 percent of the City's land area is covered by impervious surfaces, while the existing tree canopy covers only about 8 percent. During heat events, surface temperatures in Bell average approximately 5 to 7 degrees Fahrenheit higher than those of surrounding communities. These conditions highlight the importance of expanding the City's urban tree canopy and implementing green infrastructure improvements to improve environmental sustainability and climate resilience.

To position the City for these funding opportunities, the City prepared an Urban Forest Management Plan that evaluated existing tree canopy conditions, identified priority planting areas, and established long-term strategies to guide future urban forestry investments. The Plan identifies Florence Avenue, Gage Avenue, Atlantic Avenue, and Veterans Memorial Park as priority locations for future tree planting and recommends pursuing competitive grant funding to implement these improvements.

The Urban Greening Grant Program utilizes a two-step competitive application process consisting of a Concept Proposal followed and a Full Proposal. The City submitted a Concept Proposal for the City of Bell Urban Forestry Project and Heat Mitigation Initiative, and on July 21, 2026, the California Natural Resources Agency notified the City that its proposal had been selected to advance to Step 2 of the competitive process and invited the City to submit a Full Proposal for funding consideration.

As part of the Step 2 application requirements, the City Council must adopt a Resolution authorizing the submission of the Full Proposal.

DISCUSSION:

The proposed City of Bell Urban Forestry Project and Heat Mitigation Initiative is designed to expand the City's urban tree canopy and improve neighborhood resilience to extreme heat by implementing urban greening improvements along Florence Avenue, Gage Avenue, Atlantic Avenue, and within Veterans Memorial Park.

The proposed project includes:

- Plant approximately 470 climate-adapted trees, including approximately 400 street trees along Florence Avenue, Gage Avenue, and Atlantic Avenue, and approximately 70 trees within Veterans Memorial Park. Street tree planting will utilize existing vacant planting locations together with approximately 250 to 300 new tree wells created through targeted depaving and site preparation throughout the project area.

- Provide professional urban forestry and ISA Certified Arborist services to support long-term urban forest management, develop tree protection policies, oversee tree planting and maintenance activities, train City staff, and ensure compliance with industry best management practices.

- Conduct community engagement and urban forestry education, including Arbor Day volunteer planting events and public outreach activities.

The proposed improvements are intended to reduce the urban heat island effect, improve air quality, increase shade for pedestrians, expand the City's urban tree canopy, enhance neighborhood aesthetics, and improve the community's overall environmental health and climate resilience.

The project is consistent with the recommendations identified in the City's Urban Forest Management Plan and supports the City's long-term goals of expanding green infrastructure, improving environmental sustainability, and increasing climate resilience.

The proposed project is anticipated to be completed over approximately 38 months (January 2027 through March 2030). Phase 1 will focus on depaving and site preparation, followed by tree procurement, planting, establishment, and long-term urban forestry management activities.

The total estimated project cost is $3,256,916, of which the City is requesting $3,000,000 through the California Natural Resources Agency Urban Greening Grant Program. The remaining project costs are anticipated to be funded through CAL FIRE.

Although the project has advanced to the Full Proposal stage, the Urban Greening Grant Program remains highly competitive, and advancement to Step 2 does not guarantee funding. If awarded,

staff will return to the City Council with a future agenda item requesting authorization to accept the grant and approve any necessary budget amendments prior to implementation of the project.

FISCAL IMPACT:

There is no impact to the General Fund. If awarded, the proposed project will be funded through the California Natural Resources Agency Urban Greening Grant Program and CAL FIRE funding.

City of Bell Urban Forestry Project and Heat Mitigation Initiative Funding Source	**Amount**
CNRA Funding	$3,000,000
CAL FIRE Funding	$256,916
Total Project Cost	**$3,256,916**

STRATEGIC PLAN 2023-2025:

N/A

ATTACHMENTS:

1. Attachment A – Resolution No. 2026-49
2. Attachment B – Project Location Map
3. Attachment C – California Natural Resources Agency Notification Advancing the City to Step 2 of the Urban Greening Grant Program

RESOLUTION NO. 2026-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE APPLICATION FOR CLIMATE BOND GRANT FUNDS UNDER THE CALIFORNIA NATURAL RESOURCES AGENCY URBAN GREENING PROGRAM FOR THE CITY OF BELL URBAN FORESTRY PROJECT AND HEAT MITIGATION INITIATIVE

WHEREAS, the Legislature and Governor of the State of California have provided Climate Bond funds for the City of Bell Urban Forestry Project and Heat Mitigation Initiative; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the above project.

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

SECTION 1. Approves the filing of an application for the City of Bell Urban Forestry Project and Heat Mitigation Initiative; and

SECTION 2. Certifies that the applicant understands the assurances and certification in the application; and

SECTION 3. Certifies that the applicant or title holder will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so; and

SECTION 4. Certifies that it will comply with the prevailing wage provisions of the California Labor Code, if applicable; and

SECTION 5. Certifies the project will comply with any applicable laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and

SECTION 6. Certifies that the applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

SECTION 7. Appoints the City Manager, Public Works Director, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED, ADOPTED AND APPROVED this 12th day of August 2026.

Ana Maria Quintana, Mayor

APPROVED AS TO FORM:

Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, 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 12th day of August 2026, by the following vote:

AYES:

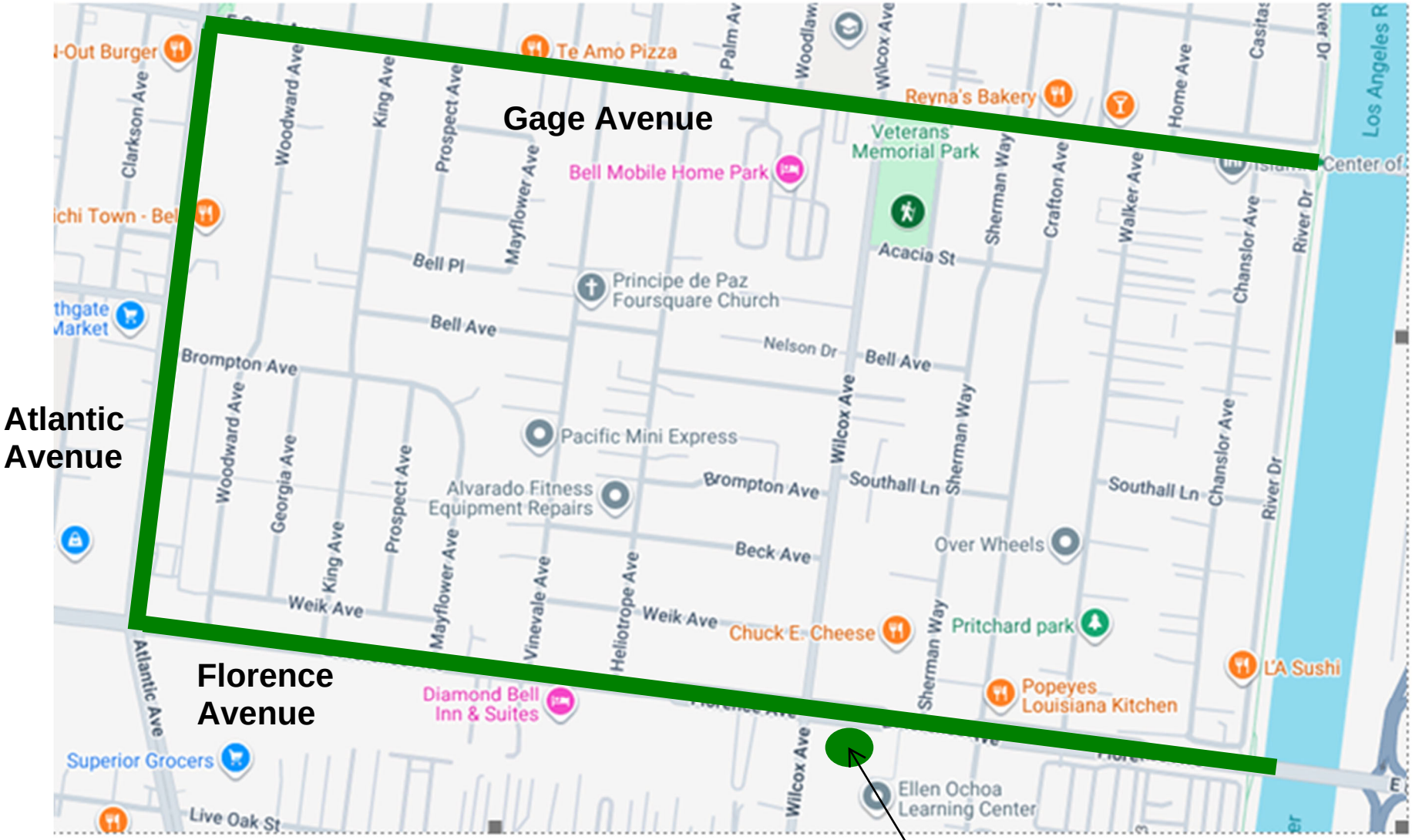
NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

PROJECT MAP - CITY OF BELL



Rita Montalvo

From: UrbanGreening@CNRA <urbangreening@resources.ca.gov>
Sent: Thursday, July 16, 2026 9:18 AM
To: Rita Montalvo
Cc: Michael Antwine; Javier Ochiqui
Subject: Notice RE Urban Greening Concept Proposal

[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]

External Sender - From: ("UrbanGreening@CNRA" <urbangreening@resources.ca.gov>)
This message came from outside your organization.

Dear Rita Montalvo,

Thank you for submitting a concept proposal to the Urban Greening Grant Program. We are pleased to inform you that your project, City of Bell Urban Forestry Project and Heat Mitigation Initiative, has been selected to advance to Step 2 of the competitive process.

CITY OF BELLis invited to submit a Full Proposal via RAPTR. The 45-day solicitation window will open on Tuesday, July 21 at 8:00 AM and close at 5:00 PM on Friday, September 4. For additional reference, please review these RAPTR instructions on how to submit the required Step 2 documentation. For RAPTR technical assistance, please email raptr@resources.ca.gov.

We highly encourage you to register for the Technical Assistance Workshop that will be held virtually on July 30 from 10:00AM-12:00PM. If you are unable to attend the workshop, a recording will be posted to the webpage at a later date.

Refer to the Full Proposal and Required Documents Checklist for reference. Templates for Step 2 items can also be found on the Urban Greening Webpage.

A final reminder that the process remains highly competitive. Not all proposals advancing to this step will be recommended for funding.

Jennifer Thomas
Urban Greening Program Manager
California Natural Resources Agency
urbangreening@resources.ca.gov

AGENDA ITEM 5

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Rickey Manbahal, Finance Director
Angela Bustamante, City Clerk

APPROVED BY: _____
Michael L. Antwine II, City Manager

SUBJECT: Consideration of Amendment No. 1 to the Agreement with Infinity Technologies for Information Technology (IT) Managed Services

RECOMMENDATION:

It is recommended that the City Council approve Amendment No. 1 to the Agreement with Infinity Technologies to provide additional IT and Audio Visual (AV) support services during City Council meetings.

BACKGROUND:

On October 3, 2025, Governor Gavin Newsom signed Senate Bill No. 707 (SB 707), which amended the Brown Act to enhance public participation, transparency, and accessibility at local agency meetings. Effective July 1, 2026, SB 707 requires local agencies to provide hybrid public meetings, allowing members of the public to participate remotely through a two-way telephonic or audiovisual platform (e.g., Zoom, Webex, Google Meet, or Microsoft Teams). When an audiovisual platform is used, agencies must also provide a telephone call-in option and real-time captioning, if available.

Additionally, SB 707 requires local agencies to adopt a Broadcast Disruption Policy. On June 24, 2026, the City Council adopted a Broadcast Disruption Policy establishing procedures to address interruptions to remote public access during City Council meetings. Under the Policy, if a broadcast disruption prevents remote participation, the City Council must recess the meeting while staff attempt to restore service.

If service cannot be restored within one (1) hour, the City Council must make findings, by roll call vote, that reasonable efforts were made to restore the broadcast and that the public interest in continuing the meeting outweighs the continued interruption of remote access.

To ensure compliance with these statutory requirements and the City's Broadcast Disruption Policy, staff determined that additional (on call) IT staff and Audio-Visual (AV) staff support during City Council meetings is necessary. These services will provide immediate technical assistance to troubleshoot and restore meeting broadcasts in the event of equipment or connectivity issues, helping minimize disruptions to public participation.

DISCUSSION:

Staff contacted the City's current IT services provider, Infinity Technologies, to request a proposal for on-call IT and AV support during City Council meetings.

Infinity Technologies currently provides managed IT services to the City and has extensive experience supporting local government technology environments. The firm's familiarity with the City's network infrastructure, audiovisual systems, and meeting technology enables it to respond quickly and efficiently to technical issues that may arise during City Council meetings.

The proposed amendment adds these services specifically for City Council meetings to assist with the operation of the City's hybrid meeting platform and to promptly address any technical issues affecting remote public participation. Having dedicated technical support available during meetings will help the City comply with the requirements of SB 707, minimize meeting interruptions, and ensure continued public access to City Council proceedings.

FISCAL IMPACT:

The original contract amount was $977,340.00. This amendment increases the contract sum to $1,015,140.00.

The proposed amendment would increase the agreement amount by $37,800 to provide up to 10 hours of IT and AV support per month for regularly scheduled City Council meetings. However, this allocation does not include support for special City Council meetings as mandated by SB 707.

Staff recommends allocating an additional 20 hours totaling $2,700, for these services. Accordingly, the total increase to the agreement amount would be $18,900 per year.

With two years remaining in the agreement, the total potential increase over the remaining term would be $37,800, subject to actual use of the as-needed support hours.

Staff has identified funding in the IT budget for Fiscal Year 2026-27.

STRATEGIC PLAN 2023-25:

Target 1: Building Bridges through Communication
  Goal 3: Use Effective/Quality Translation Services
Target 4: Quality of Life
  Goal 6: Develop Community participation

ATTACHMENTS:

1. Amendment No. 1
2. Original Contract with Infinity Technologies Inc. dated June 11, 2025

AMENDMENT NO. 1

AGREEMENT FOR CONTRACT SERVICES

BETWEEN THE CITY OF BELL AND

INFINITY TECHNOLOGIES

THIS AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT ("Amendment") is made by and between the **CITY OF BELL**, a California charter city ("City") and **INFINITY TECHNOLOGIES,** a California corporation ("Consultant"), is effective as of the 12th day of August, 2026.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated Jun 11, 2025 ("Agreement"), whereby Consultant agreed to provide comprehensive information technology services ("Services").

B. City and Consultant now desire to amend the Agreement to expand the Services and increase the Contract Sum by Thirty Seven Thousand Eight Hundred Dollars ($37,800) so that the Consultant will provide additional information technology and audio visual support during regularly scheduled City Council meetings, as well as related meeting preparation.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

    a. Section 2.1 is amended as follows:

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 ~~Nine Hundred Seventy Seven Thousand Three Hundred Forty Dollars ($977,340.00)~~***One Million Fifteen Thousand One Hundred and Forty Dollars ($1,015,140)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

    b. Exhibit "A", SCOPE OF SERVICES, Part I.A.17. is amended as follows:

City Council Meeting Support. Consultant will provide basic network support and work with the City's audio and video vendor managing the system to resolve connectivity issues. ***Consultant shall provide the following technical support for up to two (2) regularly scheduled City Council meetings per month, including reasonable preparation and follow-up activities:***

A. Meeting Preparation

- ***Review and verify operational readiness of meeting room technology.***
- ***Confirm connectivity and operation of computers, laptops, and network resources used for meeting purposes.***
- ***Verify functionality of videoconferencing and remote participation platforms, if utilized by the City.***
- ***Coordinate with designated City staff regarding technical requirements, agenda presentations, and equipment setup.***

B. Meeting Support

- ***Provide on-site or remote technical support during City Council meetings.***
- ***Monitor and support audio and video systems throughout the meeting.***
- ***Assist with presentation display, screen sharing, and multimedia playback.***
- ***Address technical issues affecting meeting operations, including workstation, connectivity, or peripheral device issues.***
- ***Support remote participants, presenters, or staff as needed.***
- ***Troubleshoot equipment malfunctions and implement reasonable corrective measures to minimize disruptions.***

C. Information Technology Support

- ***Provide general IT support related to meeting operations and meeting room technology.***
- ***Assist with user access, workstation configuration, and peripheral device connectivity as required for meeting functions.***
- ***Troubleshoot network-related issues affecting meeting technology.***
- ***Coordinate with City personnel and third-party vendors, when necessary, to resolve technical issues impacting meetings.***

D. Post-Meeting Activities

- ***Securely shut down and verify proper status of meeting equipment following meetings.***
- ***Document significant technical issues, service interruptions, or recommendations for corrective action.***

- ***Provide brief follow-up communication to designated City staff regarding unresolved issues or required maintenance.***

c. Exhibit "C", SCHEDULE OF COMPENSATION, Part I. is deleted in its entirety and restated as follows:

Consultant shall perform the following tasks at the following rates:

Service	Year 1	Year 2	Year 3	Contract Total
Information Technology Managed Services	$299,160	$299,160	$299,160	$897,480
Geographic Information System (GIS) Services	$26,400	$26,400	$26,400	$79,200
GIS Services Cost-of-Living Adjustment (2.5%)	—	—	$660	$660
Original Contract Total	**$325,560**	**$325,560**	**$326,220**	**$977,340**
City Council Meeting Support Services (SB 707) ***Amended***	—	$18,900	$18,900	$37,800
REVISED CONTRACT TOTAL	**$325,560**	**$344,460**	**$345,120**	**$1,015,140**

Per Senate Bill 707: City Council Support Services described in Exhibit "A", SCOPE OF SERVICES, Part I.A.17. shall be provided on a time-and-materials basis at the rate of $135.00 per hour. City Council Support Services shall not exceed ten (10) hours per month without prior written authorization from the City. An additional 20 hours per year is added to the contract for special meetings.

Additional IT services specifically requested by the City that fall outside of the defined scope of work under this contract will incur an additional cost at the rate of **$110.00 per hour**. Depending on the anticipated scope of these additional services, they may require the issuance of a Task Order. Additional services provided under such Task Orders will be invoiced separately and will not fall under the annual costs shown above.

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

3. Affirmation of Agreement; Warranty Re Absence of Defaults. The City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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

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

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

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

6. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with Title 2, Section 22003 of the California Code of Regulations (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF BELL, a California charter city

By:

_____
Ana Maria Quintana
Mayor

ATTEST:

By:_____
Angela Bustamante,
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By:

_____
Danny Aleshire, City Attorney

CONSULTANT:
Infinity Technologies

By:

_____
Name: Mohammed W. Ahmed
Title: President/Principal
Email Address:
Phone Number:
Address: 9831 W. Taron Dr., Elk Grove, CA 95757

By:

_____
Name:(Insert Name)
Title: (Insert Title)
Email Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2026 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

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

INFINITY TECHNOLOGIES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
INFINITY TECHNOLOGIES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 11th day of June, 2025 by and between the City of Bell, a California charter city ("City") and Infinity Technologies, a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

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

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

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 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 both of good quality as well as 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 Services 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 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 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar

day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials _____

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 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.

1.6 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 Consultant's risk until written instructions are received from the Contract Officer.

1.7 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.

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, 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 ten percent (10%) of the Contract 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 Council. 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. 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 therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay 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 **Nine Hundred Seventy Seven Thousand Three Hundred Forty Dollars ($977,340.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

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, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of 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. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. 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. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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 City, 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 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for three (3) years 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:

Mohammed W. Ahmed Principal

(Name) (Title)

(Name) (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of 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 utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of 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 the Assistant to the City Manager Javier Ochiqui, or such person as may be designated by the City Manager. 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 City Manager, 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 contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. 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 venturer 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 City 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 City. 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 City. 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 City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury

and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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, subcontractors, or invitees, or any individual or

entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or 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 subcontractors 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make

records and transcripts from such records. Such records shall be maintained for a period of three (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. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

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 may or 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 drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and 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, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

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

(c) If Consultant, or any officer, employee, agent or subcontractor 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 attorney's 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 subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent 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 the County of Los Angeles, State of California.

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. Notwithstanding any contrary

provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 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 City, except that where termination is due to the fault of the City, 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.

7.8 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.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City 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 subcontractor 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 City 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)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, gender, sexual orientation, marital status, national origin, ancestry or other protected class 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

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. § 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 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 City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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 any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials 

9.7 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) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a charter city

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

INFINITY TECHNOLOGIES, a California Corporation

By:
Name: Mohammed W. Ahmed
Title: President/Principal

By:
Name: Mohammed W. Ahmed
Title: Chief Financial Officer

Address: 9831 W. Taron Dr
Elk Grove, CA 95757

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On 7, 2, 2025 before me, Marisa Rosecraft, personally appeared Mohammad Ahmed, 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: Marisa Rose Craft

MARISA ROSE CRAFT
Notary Public - California
Los Angeles County
Commission # 2472950
My Comm. Expires Nov 21, 2027

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following comprehensive information technology services ("Services"):

A. IT Services.

1. Maintenance of Overall Technology Equipment. Consultant shall maintain the overall operation of technology equipment in good working order. Consultant shall oversee and maintain the City's computers, network applications, repair services and system security. Consultant shall take a proactive approach to network monitoring, setting up alerts so that the Consultant is the first to know when there is a power outage or server failure. Consultant shall ensure the City's service level to its citizens remains in place during these times. Consultant shall provide project management for upgrades to finance, permitting, and other enterprise software applications.

2. Emergency Support. Consultant shall be available 24 hours a day, 7 days a week for tech support and emergency situations. Emergency situations include, but are not limited to incidents where the Police Department Dispatch (Computer-Aided Dispatch ("CAD") and Jive Hosted Voice-Over-IP (VoIP) Phone System, City email services and any major City Hardware/Software functions (e.g. servers, network switches and/or firewall) go down. Consultant will provide support to resolve such issues and/or facilitate with vendors to fix these issues forthwith. This includes after hours and holiday support, at no extra cost to the City.

3. Police Dispatch Center Support. Consultant shall provide 24 hours a day, 7 days a week support to the City's Police Department Dispatch Center. Consultant shall support the City's Police Dispatch operations, including but not limited to, the operation of the phone system, desktops, laptops, and mobile data center Sun Ridge Systems RIMS CAD and Records Management software. Consultant shall support integrations with i2 Coplink, Microsoft MapPoint, Esri's ArcGIS platforms. Consultant shall implement network monitoring and alerts for the Dispatch Center allowing Consultant to be immediately aware of critical issues.

On-Site IT Support. Consultant shall provide on-site IT staff five (5) days per week to maintain and keep the IT system operating efficiently. Starting on July 1, 2025, Consultant shall provide on-site IT staff five (5) days per week. The days of the week selected shall be at the sole discretion of the City. Consultant's IT staff shall remain on site during

Normal Business Hours. For the purposes of this Agreement, Normal Business Hours shall mean 8:00am to 5:00pm.

IT Helpdesk. Consultant shall provide helpdesk assistance, 24 hours a day, 7 days to City staff can report issues. Consultant shall provide quick and thorough responses to helpdesk questions. Consultant shall provide support in-person, over the phone, and over the web. Consultant shall log requests in a ticketing system for tracking and reporting and prioritize calls by urgency and as directed by the City Consultant shall provide reporting at the Account Manager's request and a ticketing system shall be included at no additional cost to the City.

Consultant's typical response time shall be as follows:

a. Trouble Tickets (service tickets submitted by users) shall be acknowledged within thirty (30) minutes during Normal Business Hours.

b. Requests to reset a user's password shall be responded to within fifteen (15) minutes during Normal Business Hours.

c. Requests to create new user profiles shall be responded to within one (1) hour during Normal Business Hours.

d. Requests to install desktop application(s) shall be responded to within one (1) hour during Normal Business Hours.

e. Requests for Troubleshoot/Desktop repairs shall be responded to within thirty (30) minutes during Normal Business Hours.

f. Requests to dd desktop printer shall be responded to within fifteen (15) minutes during Normal Business Hours.

The Consultant shall additional provide the following at no additional cost:

- Proactive network monitoring and back-up services
- Provide technical support to all City sites including The Technology Center
- IT Strategic Coordination (one stop shop for IT needs, including but not limited to, cloud services, IT support, and hardware inventory)
- Performance measures
- Department outreach to the City provide IT support Technical support for SharePoint

- Network assessment including responding to any IT requests or questions from the City
- Phone system support for the City's network and phone system
- Account Manager attends monthly meetings
- Server support

4. Email Management. Consultant shall prepare and support the City's email system on Microsoft Office 365.

5. Procurement. Consultant shall work with the City to ensure the procurement of new IT related hardware and software will meet the City needs and is within budget. Consultant shall work with City's Contract Officer to understand the City's needs and budget to create a plan for the procurement of new IT infrastructure.

6. Budgeting. Consultant shall utilize a tracking system to monitor the age and warranty of software and hardware applications in order to facilitate and to proactively replace aging systems prior to failure or warranty expiration. Consultant will work collaboratively with other vendors to ensure the City's systems are supported. Consultant shall also research alternatives when needed to provide alternatives to existing systems that are within budget.

7. Coordinating IT Purchases. Consultant shall coordinate with vendors to obtain competitive quotes for equipment and licenses and make recommendations to the City based on the quotes and the City's needs. Upon approval, Consultant shall procure and deploy the needed equipment or licenses. Consultant shall not mark-up prices for items procured.

8. Emergency Response Time. Consultant shall provide quick and thorough response to emergency outages. Responses will be by remote access or in-person support, depending on the nature of the outage, and will be followed up by email or telephone, as needed. Consultant shall provide a local telephone number for support, and provide the City with the following response times for emergency outages:

   a. One (1) hour during Normal Business Hours;

   b. Two (2) hours during non-business hours;

   c. Four (4) hours on-site response, any time, if needed.

9. City's Representative. Consultant shall represent the City, as needed, when collaborating with other government agencies and service providers.

10. Unlimited Telephone Support. Consultant shall provide unlimited telephone support during the City's standard hours of operation.

11. IT Related Policies. Consultant shall work with City to create, maintain, and/or draft policies, as needed.

12. Monthly Meetings. Consultant shall provide IT project management reports and attend monthly meetings with the City's Contract Officer.

13. Computer Server Operations and Technology Equipment. Consultant shall, on a weekly/monthly basis, perform all scheduled batch runs and processes to ensure the City's network servers are stable and optimized. This includes, but is not limited to, deploying updates, security patches, identity report systems, and addressing business application issues. Consultant will also collaborate with thirdparty vendors to update and troubleshoot server system issues and manage repairs promptly.

14. Cybersecurity. Consultant shall continually assess the City's systems and networks to identify and mitigate weaknesses to ensure better defenses against cyber threats. Consultant will review and ensure that the City's current antivirus and antimalware solutions are the most advantageous option and will deploy, maintain, and continually monitor these applications to ensure that the City's users and networks are protected. Consultant will also facilitate training and employ CISA weekly scans to ensure that the network is protected.

15. Server and Network Infrastructure Upgrades. Consultant shall provide network and systems administration support during the City's regular working hours and will be available after hours to provide problem resolution, update installations, and testing conducted outside of normal hours. Consultant will provide support for any upgrades to finance, permitting and other enterprise software applications. Consultant shall manage all aspects of software implementation, including research, procurement, license tracking, installation, user training and maintenance.

16. Police Department Project Support. Consultant shall work with the City's Police Department staff to support current equipment and to also review and recommend innovative technologies and trends. Consultant will also provide support for PD databases, CAD updates, and mobile computers.

17. City Council Meeting Support. Consultant will provide basic network support and work with the City's audio and video vendor managing the system to resolve connectivity issues.

18. IT Strategic Plan. Consultant will work with the City to develop a long-term strategic plan for the City's IT program and ensure long-term

strategies are aligned with the City's overall goals and objectives. Consultant will also work with City staff to define, create, and maintain IT policies.

19. Cybersecurity Plan. Consultant will work with the City to develop a formal cybersecurity and incident response plan to address all phases of cybersecurity. Such plan will include planning and implementing preventative measures, monitoring network activity, and defining procedures to mitigate cyber threats and recovery.

20. Desktop Replacement Program. Consultant will work to replace new computers/laptops in fiscal year 2025-2026 (the approx. number of computers will be determine by City staff and provided to Consultant by a reasonable date) and will update the inventory as needed and provide recommendations for consideration by the City to ensure that procurement of new IT-related hardware and software is within budget. Consultant shall not mark-up prices for such items procured.

B. Geographic Information System (GIS) Services

1. Consultant shall work with the City staff to identify any GIS needs and opportunities to follow best practices.

2. Consultant shall conduct an inventory of GIS data, software, application, and system integration needs, document findings, and meet with City staff to provide Consultant's findings and recommendations.

3. Consultant shall prepare and provide quarterly updates and publication of parcel, address, and street GIS data to the City.

4. Consultant shall provide as-needed data updates and publication Public Works asset layers, planning layers, and districts.

5. Consultant shall provide analysis and reports and prepare custom hardcopy or digital mapping requests as needed.

6. Consultant shall fulfill GIS Data requests from City personnel.

7. Consultant shall conduct maintenance of the existing WebGIS applications for staff and public use. This include Staff Community Services and Community Development GIS Viewers and Public Planning Viewer and Public Opportunity Zone Viewer.

8. Consultant shall conduct maintenance of map services associated with the City's existing third party systems (Comcate).

9. Consultant shall provide ArcGIS Online administration.

10. Consultant shall provide one reach local phone number and email address for GIS support.

11. Consultant shall provide 24-hour troubleshooting support to address connectivity issues that are urgent 365 days of the year.

12. Consultant shall respond to requests for GIS support within four (4) hours during business hours.

13. Consultant shall acknowledge Trouble Tickets within thirty (30) minutes during normal business hours. This includes reporting of WebGIS issues and GIS data issues.

14. Consultant shall provide one on-site GIS training/workshop.

II. As part of the Services, Consultant will prepare and deliver the following tangible and/or verbal work products to the City:

For IT Services:

A. Inventory of all existing hardware and software (including any hardware and software purchase for use within the City), to facilitate the tracking of City assets for maintenance and replacement. The inventory list shall include all components attached to the networks within the City, including servers, workstations, switches, hubs, routers, and cable modems.

B. Input and feedback on the various information technology security, backup, and other related systems to improve the security of the City's entire information technology system, and reflecting related procedures and policies.

C. Input and feedback on various software systems that the City acquires during the term of this Agreement, including a finance software system and telephone system.

D. Support plan guiding the City on providing day-to-day network and user support to the end user.

E. Plan projection of the technology needs of the City in the next three (3) to five (5) years, including a replacement schedule for all equipment (e.g., workstations, servers, printers, network switches, and any other equipment) and an upgrade schedule that includes any application and systems (e.g., finance system replacement schedule). A report with these projections will be provided to the City within 120 days of the contract start date.

For GIS Services:

F. Consultant's findings and recommendations regarding the inventory of GIS data, software, application, and system integration needs, document findings.

G. Quarterly updates and publication of parcel, address, and street GIS data.

H. As-needed data updates and publication Public Works asset layers, planning layers, and districts.

I. Analysis and reports and custom hardcopy or digital mapping requests as needed.

J. One reach local phone number and email address for GIS support.

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

A. Helpdesk reports reflecting support for all City staff on a weekly basis.

B. Helpdesk logs reflecting hours used, specialist assigned, solutions and completion dates on a weekly basis.

C. Written report incorporating helpdesk reports and logs, reflecting the past week's performance for review at the meetings with City staff.

IV. 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.

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

A. Qualified and professional personnel to be selected by Consultant.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

I. Section 2.3, "Reimbursable Expenses," is hereby deleted in its entirety.

II. Section 6.5, "Ownership of Software, Hardware and Data" is hereby added and shall now read as follows (new text is identified in ***bold italics***, deleted text in ~~strikethrough~~):

6.5. Ownership of Software, Hardware and Data.

For software developed by City staff or by a third-party vendor prior to this Agreement, Contractor shall have no ownership rights to the software, even with minor software modifications made by Contractor during the term of services.

For hardware and software purchased by the City or Contractor pursuant to this Agreement and for use within the City, Contractor shall not retain ownership of said hardware or software.

For software developed for the City by Contractor, the City shall retain ownership of and rights to software where the costs of development are paid in full by the City. Otherwise, software developed by Contractor during the course of this Agreement and for use by multiple agencies, Contractor shall retain ownership.

All data prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Year 1	**$325,560 with GIS**
Year 2	**$325,560 with GIS**
Year 3	**$326,220 with GIS (2.5% COLA increase for Year 3 for the GIS)**

CITY OF BELL
INFORMATION TECHNOLOGY MANAGED SERVICES

MONTHLY DEDICATED SUPPORT	ON-SITE HOURS	REMOTE HOURS	MONTHLY FEE	ANNUAL COST	TOTAL 3-YEAR COST *
Option #1:					
▪ Account Manager	10	10	$2,600	$31,200	$94,380
▪ Systems Engineer	25	25	$6,500	$78,000	$235,950
▪ Senior Systems Analyst	170	-	$17,850	$214,200	$647,955
▪ 24/7 Remote Help Desk	-	Unlimited	Included	Included	Included
▪ Remote Monitoring & Management	-	24/7	$500	$6,000	$18,000
DISCOUNT:			*($2,520)*	*($30,240)*	*($90,720)*
OPTION 1 TOTAL:	**205**	**24/7**	**$24,930**	**$299,160**	**$905,565**

CITY OF BELL
GIS SUPPORT

SERVICES DESCRIPTION	ON-SITE HOURS	REMOTE HOURS	MONTHLY FEE	ANNUAL COST	TOTAL 3-YEAR COST *
Comprehensive GIS Support	-	20	$2,200	$26,400	$79,860
TOTAL:			**$2,200**	**$26,400**	**$79,860**

**Note: A 2.5% Cost-of-Living Adjustment (COLA) will apply in Year 3 to account for inflation and continued investment in service quality and personnel. This added cost is included in the three-year contract total.*

Additional IT services specifically requested by the City that fall outside of the defined scope of work under this contract will incur an additional cost at the rate of **$110.00 per hour**. Depending on the anticipated scope of these additional services, they may require the issuance of a Task Order. Additional services provided under such Task Orders will be invoiced separately and will not fall under the annual costs shown above.

II. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

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

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

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

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

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

IV. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement, with the exception of additional services provided at the defined hourly rate under a separate Task Order.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services in a timely fashion during the term of this Agreement. Consultant shall perform all Services at the direction of the City.**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2025

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

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

PRODUCER
Risk Strategies Company
2040 Main Street, Suite 450
Irvine, CA 92614

www.risk-strategies.com CA DOI License No. 0F06675

CONTACT NAME: Sherry Young
PHONE (A/C, No, Ext): 949-242-9237 **FAX (A/C, No):**
E-MAIL ADDRESS: syoung@risk-strategies.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	California Automobile Insurance Company	38342
INSURER C :	Hartford Casualty Insurance Company	29424
INSURER D :	Hudson Excess Insurance Company	14484
INSURER E :		
INSURER F :		

INSURED
Infinity Technologies
PO Box 582404
Elk Grove CA 95758

COVERAGES **CERTIFICATE NUMBER:** 86102299 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	72SBABH1D5K	1/1/2025	1/1/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY ✓ PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA040000071366	1/4/2025	1/4/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR			72SBABH1D5K	1/1/2025	1/1/2026	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED ✓ RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		✓	72WECZT2604	1/1/2025	1/1/2026	✓ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Tech E&O/Cyber Liability			EET1424402	5/16/2025	5/16/2026	$5,000,000 per claim/$5,000,000 aggregate	

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

Re: All Operations.
City of Bell is named as additional insured and primary/non-contributory clause applies to the general liability policy and a waiver of subrogation applies to the general liability and work comp policies-see attached endorsements.

CERTIFICATE HOLDER

City of Bell
6330 Pine Ave.
Bell Gardens CA 90201-1221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
RSC Insurance Brokerage

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC ZT2604 **Endorsement Number:**
Effective Date: 01/01/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: INFINITY TECHNOLOGIES
PO Box 582404
ELK GROVE CA 95758

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.
Process Date: 11/21/24 **Policy Expiration Date:** 01/01/26

AGENDA ITEM 6

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Damian Velasco, Police Chief

APPROVED BY:
Michael L. Antwine II, City Manager

SUBJECT: Authorization for the Police Chief to accept and administer the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program (CTFGP) Grant to reduce the number of traffic fatalities and injuries caused by driving under the influence.

RECOMMENDATION:

It is recommended that the City Council Read by title only, waive further reading and adopt Resolution 2026-50 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ACCEPTING A GRANT FROM THE CALIFORNIA HIGHWAY PATROL'S CANNABIS TAX FUND GRANT PROGRAM IN THE AMOUNT OF $234,922.02 AND AUTHORIZING AN INTER-FUND ADVANCEMENT FROM THE GENERAL FUND - UNRESTRICTED FUND BALANCE TO THE POLICE DEPARTMENT'S CALIFORNIA STATE GRANTS FUND ACCOUNT FOR THE PURPOSE OF PROVIDING OVERTIME TO REDUCE TRAFFIC COLLISIONS AND PURCHASE TWO NEW VEHICLES

DISCUSSION AND BACKGROUND:

Over the past several years, the City of Bell has experienced an increase in traffic collision injuries, many of which have been attributed to driving under the influence of alcohol and illicit drugs. These factors have significantly contributed to numerous injury-related and fatal collisions.

This Grant will provide $234,922.02 in funding to target individuals driving under the influence and will help reduce the number of collisions and collision-related injuries in the City. The Grant will also provide funding for a new police vehicle and a police motorcycle to support traffic-related enforcement operations.

The traffic enforcement operations, through a combination of high visibility enforcement, education and targeted enforcement of common vehicle code violations, will help reduce the number of serious traffic injuries and fatalities.

The Department will use "best practices" strategies consisting of DUI checkpoints and saturation patrols at problem locations to address these problems.

It is further requested that the City Council authorize an inter-fund advancement, in the amount of $234,922.02 from the general fund to the Police Department's 2026/2027 California State Grants fund account for the purpose of providing overtime costs and the purchase of new vehicles, pending the quarterly reimbursement by the CTFGP grant as the goals of the Grant are met.

FISCAL IMPACT:

The inter-fund advancement of the City's General Funds will be reimbursed by the grant in the amount of $234,922.02.

ATTACHMENTS:

1. Resolution 2026-50
2. Grant Notification and Agreement

RESOLUTION NO. 2026-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL ACCEPTING A GRANT FROM THE CALIFORNIA HIGHWAY PATROL'S CANNABIS TAX FUND GRANT PROGRAM IN THE AMOUNT OF $234,922.02 AND AUTHORIZING AN INTER-FUND ADVANCEMENT FROM THE GENERAL FUND - UNRESTRICTED FUND BALANCE TO THE POLICE DEPARTMENT'S CALIFORNIA STATE GRANTS FUND ACCOUNT FOR THE PURPOSE OF PROVIDING OVERTIME TO REDUCE TRAFFIC COLLISIONS AND PURCHASE TWO NEW VEHICLES

WHEREAS, the City of Bell is a charter city as defined in Government Code section 34101; and

WHEREAS, Article XI, Section 5(a) of the State Constitution provides that charter cities have the authority to legislate on municipal affairs, subject to their own city charters; and

WHEREAS, the California Highway Patrol administers the ("CTFGP"), which provides funding to local law enforcement agencies to reduce impaired driving-related traffic collisions through high visibility enforcement, education, and targeted enforcement of common vehicle code violations; and

WHEREAS, the California Highway Patrol awarded the City of Bell Police Department a CTFGP grant in the amount of **$234,922.02** for Fiscal Year 2026-2027 ("Grant") to provide overtime enforcement operations and purchase one police vehicle and one police motorcycle; and

WHEREAS, in order to timely implement the Grant program and incur eligible costs pending reimbursement from the State, it is necessary to advance funds from the General Fund unrestricted fund balance to the Police Department's California State Grants Fund account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELL:

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated by this reference.

SECTION 2. The City Council hereby approves Resolution No. 2026-50 accepting the Grant and authorizing the Chief of Police, or designee, to prepare the Grant agreement and any related documents necessary to implement the Grant for subsequent review and acceptance by the City.

SECTION 3. The City Council further authorizes an inter-fund advancement in the amount of $234,922.02 from the General Fund - unrestricted fund balance to the Police Department's California State Grants Fund account pending reimbursement pursuant to the Grant Agreement. Such funds shall be returned to the General Fund once the City receives its reimbursement.

SECTION 4. The Chief of Police is further authorized to prepare a contract to purchase the police vehicle and police motorcycle, subject to final review and approval by the City Council.

SECTION 5. This Resolution is effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of August 2026.

Ana Maria Quintana, Mayor

APPROVED AS TO FORM:

Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, 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 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Bustamante, City Clerk

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
601 North 7th Street
Sacramento, CA 95811
(916) 843-4360
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

June 30, 2026

File No.: 060.17344.19741

Sergeant Johnathan Walker
Bell Police Department
6326 Pine Avenue
Bell, CA 90201

Dear Sergeant Walker:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Bell Police Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of $234,922.02. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

All grant awards, including any adjustments to requested funding, were made by the Department based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at CGUGrants@chp.ca.gov, as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

For/

M. W. HEADRICK, Chief
Enforcement and Planning Division

Award Number
30897

1. GRANT TITLE
FY26/27 CTFGP Law Enforcement - Bell Police Department

2. NAME OF ORGANIZATION/AGENCY
Bell Police Department

3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT
Bell Police Department

4. PROJECT PERFORMANCE PERIOD
From: 07/01/2026 To: 06/30/2027

5. PURCHASE ORDER NUMBER

6. GRANT OPPORTUNITY INFORMATION DESCRIPTION
Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED $234,922.02

8. TERMS AND CONDITIONS
The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.

The parties hereto agree to comply with the Terms and Conditions of the following attachments:

- Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure
- Schedule B – Detailed Budget Estimate
- Schedule B-1 – Budget Narrative

We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.

IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.

9. APPROVAL SIGNATURES

A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY
Name: Damian Velasco
Title: Chief of Police
Phone: (323) 585-1245

Address: 6326 Pine Avenue
Bell, CA 90201

E-Mail: dvelasco@cityofbell.gov

_____ _____
(Signature) *(Date)*

B. AUTHORIZED OFFICIAL OF CHP
Name: Elliotte Johnson Phone: (916) 843-4360
Title: Captain Fax: (916) 322-3169

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: ElJohnson@chp.ca.gov

_____ _____
(Signature) *(Date)*

C. ACCOUNTING OFFICER OF CHP
Name: M. V. Fojas Phone: (916) 843-3531
Title: Commander Fax: (916) 322-3159

Address: 601 North 7th Street
Sacramento, CA 95811

E-Mail: Michelle.Fojas@chp.ca.gov

_____ _____
(Signature) *(Date)*

10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS

Name: Rickey Manbahal
Title: Finance Director
Phone: (323) 585-1245

Address: 6326 Pine Avenue
Bell, CA 90201

TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.

2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.

3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.

4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.

5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.

2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.

3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.

5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.

    a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term “force majeure” shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee’s control which would excuse the Grantee’s performance as a matter of law.

    b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.

2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.

4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee’s staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

    b. Establish a Drug-Free Awareness Program to inform employees about:

        i. The dangers of drug abuse in the workplace.

        ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.

        iii. Any available counseling, rehabilitation, and employee assistance programs.

        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Every employee who works on the Project will:

        i. Receive a copy of the company's drug-free workplace policy statement.

        ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.

2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:

    a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

TERMS AND CONDITIONS

J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:

    a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.

    b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.

    c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its “Active” status with the California Secretary of State, maintain its “Current” status with the California Attorney General’s Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.

    d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency with delegated signing authority.

2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.

2. Current State Employees:

    a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.

    b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.

3. Former State Employees:

    a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.

    b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.

4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.

6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.

7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.

8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.

2. Law Enforcement Projects:

   a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.

   b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

Bell Police Department

The Grantor determined awards and adjustments based on the Project's merit, operational scale, compliance with the Request for Application (RFA), and program regulations. Certain activities or budget items proposed in Schedule A may have been deemed ineligible for funding. The final, binding list of authorized activities and expenses is set forth in Schedule B - Detailed Budget Estimate.

Project Description

The Bell Police Department has identified an increase in traffic collisions and drug-impaired driving incidents following the legalization of marijuana. To address this issue, the Department's initiative focuses on enforcement, education, and training. In partnership with the Automobile Club of Southern California, the Department will promote awareness of the dangers of impaired driving—whether involving alcohol or drugs—through pamphlet distribution, social media outreach, and school-based presentations. Grant funding will support 12 DUI saturation patrols and one DUI checkpoint through overtime costs, as well as the acquisition of a dedicated DUI enforcement vehicles. Funds will also be used to provide officers with advanced training, including SFST, ARIDE, and DRE, to strengthen the Department's ability to detect and investigate impaired driving.

Problem Statement

The City of Bell, located in Los Angeles County, provides police services to a diverse population of approximately 39,000 residents within a compact 2.5-square-mile patrol area. During weekday business hours, the city's population increases to over 100,000 as commuters, shoppers, and employees travel through the area, placing significant strain on roadway infrastructure. Bell lacks a light rail system or efficient rapid transit alternatives, resulting in heavy reliance on single-occupant vehicles. This dependence on automobile travel, combined with the city's proximity to Interstate 710, contributes to persistent congestion and increased roadway demand throughout the day.

Two primary arterial corridors — Atlantic Avenue and Florence Avenue — serve as major north-south and east-west routes connecting Bell to surrounding communities, including the City of Los Angeles. These multi-lane thoroughfares experience consistently high traffic volumes and frequent instances of unsafe and impaired driving, creating hazardous roadway conditions. Despite ongoing traffic enforcement efforts, the city continues to experience a disproportionate number of collisions relative to its size, placing increased demands on police resources and public safety services.

A crash analysis conducted for the period of October 1, 2024, through September 30, 2025, identified 242 traffic collisions within the City of Bell. While not all collisions were attributed to impaired driving, this number remains high for a city of Bell's size — averaging nearly one collision every day and a half. Speeding was identified as the leading Primary Collision Factor and remains one of the most frequent concerns raised by both the City Council and residents. Impaired driving ranked as the third leading Primary Collision Factor, resulting in 68 arrests, including 28 collisions associated with DUI-related offenses.

Additionally, in 2024, officers made 110 arrests for driving under the influence of alcohol (Vehicle Code 23152(a)) and 17 arrests involving drug-related DUI offenses (Vehicle Code 23152(g)). These enforcement statistics reflect the continued presence of impaired driving within the community and underscore the need for sustained and enhanced DUI/DUID enforcement efforts.

Despite progress made through prior grant-funded enforcement and education initiatives, the City of Bell continues to face significant challenges related to traffic congestion, increasing pedestrian and bicycle activity, and staffing reductions in recent years. Without continued focused enforcement and prevention strategies, impaired driving and related collisions will remain a persistent threat to public safety.

In response to these ongoing concerns and collision trends, the department has sought to expand its motor officer program. However, recent budget reductions have created financial barriers to acquiring essential equipment, including motorcycles, helmets, mobile data computers, and police motorcycle radios — all critical to officer safety and proactive traffic enforcement. The department is actively pursuing additional funding to strengthen this program and enhance its traffic safety mission.

Additionally, the department plans to supplement its Preliminary Alcohol Screening (PAS) devices to support enhanced DUI enforcement efforts. Through DUI checkpoints and DUI saturation patrols, these devices will serve as critical tools in identifying and removing impaired drivers from Bell's roadways, further reducing alcohol-related collisions and improving overall public safety.

Performance Measures/Scope of Work (Proposed Solution)

With continued support from the Cannabis Tax Fund Grant Program, the Bell Police Department will expand targeted enforcement, training, and education efforts to address impaired driving and reduce DUI/DUID-related collisions within the community. The department remains committed to implementing data-driven strategies that combine high-visibility enforcement with prevention and officer development to achieve measurable reductions in impaired driving incidents.

To directly address identified collision trends, the department will conduct 12 DUI Saturation Patrols (Q1 = 3, Q2 = 3, Q3 = 3, Q4 = 3) during the grant year. These focused enforcement operations will target high-risk time periods and locations identified through crash data analysis. The department aims to reduce DUI/DUID-related collisions by 10 percent, thereby improving roadway safety and decreasing injury-related crashes.

In addition, the department will conduct one DUI Checkpoint (Q1 = 1) to serve as both a deterrent and enforcement strategy. The checkpoint will increase public awareness and proactively identify impaired drivers before collisions occur. This operation aims to reduce DUI/DUID offenses by 15 percent, further decreasing the number of impaired drivers operating within the City of Bell.

To support prevention efforts, the department will conduct two educational presentations at the local high schools (Q2 = 1, Q3 = 1), with a goal of reaching at least 100 students per presentation. These presentations will educate young drivers on the legal, financial, and personal consequences of impaired driving, reinforcing long-term behavioral change and promoting responsible decision-making.

Grant funding will also support advanced training opportunities to increase the department's capacity to detect and investigate impaired driving. Overtime backfill salaries will be utilized to maintain patrol staffing levels while officers attend SFST, ARIDE, or other DUI-related training, ensuring uninterrupted service delivery while strengthening investigative capabilities.

DUI Enforcement Details:
Frequency: 12 DUI saturation patrols, with 3 patrols per quarter.Duration: Each patrol will last a minimum of 8 hours.Team Composition: Patrols will be conducted by two officers paired in one vehicle.

Operational Hours: Patrols will primarily occur at night but will also be conducted during weekends and holiday weekends, as well as during school breaks.Vehicle: A dedicated DUI Enforcement Vehicle will be used to facilitate these operations, ensuring effective enforcement and the apprehension of impaired drivers. A Police Tahoe will be utilized during the DUI checkpoint to enhance visibility and operational effectiveness, and a Police Motorcycle will assist with both saturation patrols and checkpoint operations by increasing maneuverability and traffic enforcement capacity.

Funding Request:

Overtime Salaries:

- For 12 DUI saturation patrols (8-hour shifts, two officers per vehicle).
- For officers assigned to conduct one DUI checkpoint.
- For backfill staffing to maintain patrol operations while officers attend DUI/DUID-related training.

Equipment:

- Acquisition of a Police Tahoe for checkpoint operations.
- Acquisition of a dedicated DUI Enforcement Vehicle.
- Acquisition of a Police Motorcycle to support saturation patrol and checkpoint operations.

By implementing these measures, the Bell Police Department aims to reduce DUI-related incidents, improve road safety, and protect the well-being of all road users in the city.

Schedule A

Project Performance Evaluation

The Bell Police Department will conduct a comprehensive evaluation of the Project throughout the grant period, with a final assessment completed during the fourth quarter. This evaluation will measure both the completion of planned activities and the overall impact on impaired driving within the community.

The Department will utilize RIMS records management software to track and document all grant-funded enforcement operations, including the number of DUI/DUID saturation patrols conducted, traffic stops made, field sobriety tests administered, DUI arrests, and DUI-related collisions. These statistics will be reviewed quarterly to ensure the Project remains on track to meet its stated goals and objectives.

To measure effectiveness, DUI arrest and collision data from the grant year will be compared to prior years' statistics to determine trends and percentage changes. Particular attention will be given to DUI-related injury and fatal collisions, with the goal of reducing DUI/DUID incidents and maintaining zero DUI-related fatalities.

Project results and statistical findings will be shared internally with command staff and City leadership, and summarized for the community through public updates and outreach efforts. This structured evaluation process will ensure accountability, transparency, and data-driven assessment of the Project's overall impact on public safety.

Program Sustainability

The Bell Police Department is committed to sustaining impaired driving enforcement efforts beyond the grant period by investing in personnel development and long-term equipment resources. Experienced officers trained in SFST, ARIDE, and DRE will continue mentoring newer personnel, ensuring that DUI/DUID enforcement expertise remains within the Department and reduces reliance on future grant-funded training.

The acquisition of a dedicated DUI Enforcement Vehicle, a Chevrolet Tahoe to assist with DUI checkpoints, and a police motorcycle to support saturation patrols and checkpoint operations will provide lasting operational benefits. These vehicles will remain part of the Department's fleet and be utilized for years to come in DUI enforcement, traffic safety initiatives, and high-visibility patrol operations. By securing these durable assets, the Department reduces the need for future equipment-based grant requests.

As personnel become fully trained and equipment is integrated into regular patrol operations, DUI enforcement activities will increasingly be absorbed into standard deployment strategies. While grant funding enhances enforcement intensity, the infrastructure, training, and vehicles obtained through this Project will allow the Bell Police Department to maintain a proactive impaired driving enforcement program even if future grant funding is reduced or unavailable.

Through strategic investment in training and long-term assets, the Department will continue working to reduce DUI/DUID-related collisions, injuries, and fatalities while promoting sustained roadway safety throughout the community.

Administrative Support

The Bell Police Department maintains established administrative systems and experienced personnel necessary to successfully implement and manage this Project. The Department has prior experience administering state grant programs, including funding from the Office of Traffic Safety, and is familiar with all reporting, fiscal accountability, and compliance requirements associated with grant-funded initiatives.

All enforcement activity data, including DUI arrests, collision statistics, and grant-funded operations, are documented and maintained within the Department's RIMS records management system. Administrative staff and records personnel ensure accurate data entry, tracking, and retrieval to support quarterly reporting and final evaluation requirements.

Financial oversight will be coordinated with the City's Finance Department. The designated Financial Contact will maintain grant-specific fiscal records, process reimbursements, and ensure compliance with all applicable state regulations. Internal controls are in place to monitor overtime expenditures, equipment purchases, and vehicle-related costs to ensure funds are used appropriately and in accordance with grant guidelines.

The Department also maintains established fleet management procedures for the acquisition, outfitting, maintenance, tracking, and deployment of enforcement vehicles and specialty equipment. Any grant-funded

vehicles or equipment will be incorporated into the Department's existing fleet inventory system and maintained consistent with City policy and state requirements, ensuring long-term accountability and operational readiness.

Supervisory personnel will oversee enforcement operations and ensure that all Project objectives, documentation requirements, and compliance standards are met. The Bell Police Department's administrative structure, grant experience, and operational resources provide a strong foundation to successfully execute this Project and enhance roadway safety within the community.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
30897	Bell Police Department	$234,922.02

Cost Category	Line Item Name	Total Cost to Grant
Personnel		
	Backfill	$13,797.20
	Education/Outreach	$1,379.72
	DUI Checkpoint	$7,588.46
	DUI Saturation Patrol	$16,556.64
Category Sub-Total		**$39,322.02**
Equipment		
	DUI Motorcycle (Includes Outfitting & Decals)	$57,500.00
	DUI Patrol Vehicle (Includes Outfitting & Decals)	$138,100.00
Category Sub-Total		**$195,600.00**

Grant Total	**$234,922.02**

Schedule B-1
Budget Narrative

Bell Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

Personnel

DUI Saturation Patrol
$16,556.64
12 DUI Saturation Patrols = $16556.64 2 Officers per patrol / Officer = OT $85 per hour 8 hours per patrol / 96 hours per Officer / 192 hours total including Benefits.

DUI Checkpoint
$7,588.46
1 DUID Checkpoint = $7,588.46 11 Officers / Officer = OT $85 per hour 8 hours per officer / 88 hours total including Benefits.

Education/Outreach
$1,379.72
2 DUID School Presentations = $1,379.72 2 Officers per presentation / Officer = OT $85 per hour 4 hours per presentation / 16 hours total including Benefits.

Backfill
$13,797.20
2 officers backfill for SFST training = $4,139.16 2 officers for 24 hours / Officer = OT $85 per hour 24 hours per officer / 48 hours total including Benefits.
2 officers backfill for ARIDE training = $2,759.44 2 officers for 16 hours / Officer = OT $85 per hour 16 hours per officer / 32 hours total including Benefits.
1 officer backfill for DRE training = $6,898.60 1 officer for 80 hours / Officer = OT $85 per hour 80 hours per officer / 80 hours total including Benefits.

Equipment

DUI Motorcycle (Includes Outfitting & Decals)
$57,500.00
DUI/DUID Enforcement Patrol Vehicle 1@ $45,000 + Outfitting $12,000 = Wrap $500 = $57,500 for Checkpoint and DUI/DUID Saturation Patrols

DUI Patrol Vehicle (Includes Outfitting & Decals)
$138,100.00
DUI/DUID Enforcement Patrol Vehicle 1@ $85,000 + Outfitting $52,000 = Wrap $1100 = $138,100 for Checkpoint and DUI/DUID Saturation Patrols

AGENDA ITEM 7

City of Bell
Agenda Report

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Angela Bustamante, City Clerk

APPROVED BY: _____
Michael L. Antwine II, City Manager

SUBJECT: Appointments to the Community Services Commission and Planning Commission

RECOMMENDATION:

It is recommended that:

1. The City Council reopen the application period for the Community Services Student Commissioner position.

2. Councilmember Sifuentes and Mayor Quintana each nominate one (1) member to the Planning Commission.

3. Read by title only, waive further reading and adopt Resolution No. 2026-53 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE APPOINTMENTS TO THE PLANNING COMMISSION

BACKGROUND:

The City of Bell has two City Commissions: Planning Commission (PC) and Community Services Commission (CSC), each of which has five (5) members. The PC is comprised of five (5) adult commissioners. The composition of the CSC is three (3) adult commissioners and two (2) student commissioners. All five (5) CSC positions are vacant. In addition, there are two (2) members of the Planning Commission whose term expired on May 30, 2026.

DISCUSSION:

As required by Section 54974 of the Government Code, the Notice of Commission Vacancies was posted on the City's website and advertised through the City's social media platforms. The application period opened on June 30, 2026, and closed on July 30, 2026.

Planning Commission

Councilmember Sifuentes and Mayor Quintana will each nominate one applicant to serve on the Planning Commission. Appointed Commissioners will serve a four-year term beginning at the next Planning Commission meeting and ending on May 31, 2030.

Staff received fifteen (15) applications from the following individuals:

1. Violeta Alvarez
2. Alma Barraza
3. Karmen Cardenas
4. Danny Guadalupe Alfaro Geraldo
5. Sandra Esparza
6. Geovanny Garcia
7. Christopher Hernandez
8. Valerie Martinez
9. Alejandra A. Martinez
10. Kenia Molina
11. Rafael Ortiz Jr.
12. Ernesto Romero
13. Nora Saenz
14. Ali Sleiman
15. Rodrigo Torres

Community Services Commission

Mayor Quintana and Vice-Mayor Arroyo will each nominate one (1) Student Commissioner, and the remaining Councilmembers will each nominate one (1) an Adult Commissioner.

Staff received a total of six (6) applications for the CSC.

The Adult Commissioner applicants:

1. Daisy Castillo Aldama
2. Zeinab Ferdous
3. Alexis Garcia
4. Nora Saenz
5. Gerardo Zuniga

The Student Commissioner applicant:

6. Dannya Guadalupe Alfaro Geraldo

Because the City did not receive enough applications to fill both Student Commissioner vacancies, staff recommends reopening the application period for an additional thirty (30) days.

Student commissioners serve a one-year term. The term of any Student Commissioner who is a graduating high school senior shall automatically terminate after graduation. All Student Commissioner terms end sixty (60) days following the city's general municipal election; however, members shall serve until their successor is appointed.

Following the nominations process, each appointment must be approved by a majority vote of the City Council. Once appointed, commissioners will receive orientation and training from City staff and the City Attorney's office.

FISCAL IMPACT:

Commissioners receive a stipend of $50 per meeting for their attendance.

ATTACHMENTS:

1. Resolution 2026-53
2. Applications (Under Separate Cover)

RESOLUTION 2026-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING APPOINTMENTS TO THE PLANNING COMMISSION

WHEREAS, the City of Bell has two City Commissions, the Planning Commission and Community Services Commission, in which each consist of five (5) members; and

WHEREAS, in order to serve in the Planning Commission you must be 18 years of age, a Bell resident and a register voter for at least thirty days prior to the appointment;

WHEREAS, the Planning Commission has two (2) members whose term expired on May 30, 2026, leaving two seats to be filled by the Council; and

WHEREAS, Councilmember Sifuentes and Mayor Quintana, will each appoint a member to the Planning Commission; and

WHEREAS, the City Clerk's Office posted the Notice of Vacancies on June 30, 2026;

WHEREAS, the City received fifteen (15) applications for the Planning Commission and recommends that the above mentioned Councilmembers submit their nominations to the Council for ratification.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE AND DECLARE AS FOLLOWS:

SECTION 1. That the City Council hereby ratifies the following appointments made by Councilmember Romero and Quintana to the Planning Commission:

Nominating Council Member	Appointee	For the Term Ending
Mayor Quintana	_____	5/31/2030
Councilmember Sifuentes	_____	5/31/2030

SECTION 2. That the City of Bell City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 12th day of August, 2026.

_____
Ana Maria Quintana, Mayor

APPROVED AS TO FORM:

_____
Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, City Clerk of the City of Bell, hereby attest to and certify that Resolution 2026-53 is the original resolution adopted by the Bell City Council at its regular meeting held on the 12th day of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Angela Bustamante, City Clerk

City of Bell
Agenda Report

AGENDA ITEM 8

DATE: August 12, 2026

TO: Mayor and Members of the City Council

FROM: Angela Bustamante, City Clerk *AB*

APPROVED BY:
Michael L. Antwine II, City Manager

SUBJECT: Annual Appointments of Council Members to Serve on Various Committees

RECOMMENDATION:

It is recommended that the:

1. City Council review and discuss the appointments of council members on the various committees.

2. Mayor appoint members to serve on the various committees, following recommendations from each council member as to where they would like to serve.

3. Read by title only, waive further reading and adopt Resolution No. 2026-51 titled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE COUNCIL APPOINTMENTS TO REGIONAL ORGANIZATIONS, VARIOUS BOARDS AND AGENCIES

DISCUSSION:

It is the City Council's practice to review and discuss committee assignments among its members following the annual reorganization. After discussing, the Mayor will appoint Councilmembers to serve as Delegates and Alternates on various outside boards, committees, and organizations.

Attached is the current list of committees and boards, for which each councilmember is serving, along with the date and time of when the committee/board meets and contact information.

Once the appointments to each committee and board are made, the list of committees and boards and the Fair Political Practices Commission (FPPC) Form 806 will be updated and posted on the City's website.

FISCAL IMPACT:
None.

ATTACHMENTS:

1. Resolution 2025-49
2. Resolution 2026-51

RESOLUTION NO. 2025-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, APPROVING THE COUNCIL APPOINTMENTS TO REGIONAL ORGANIZATIONS, VARIOUS BOARDS AND AGENCIES

WHEREAS, every year following reorganization the City Council makes appointments to internal and external committees listed under "Exhibit A"; and

WHEREAS, all delegate and alternate appointments shall remain as is until the next City Council reorganization and until their successors are appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELL:

SECTION 1. The City Council hereby approves the Mayor's appointments to the committees listed on Exhibit A.

SECTION 2. The City Council hereby authorizes and directs the City Clerk to execute Form 806 and post the Form on the City's Website.

SECTION 3. The City Clerk shall certify the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 10th day of September 2025.

Ali Saleh, Mayor

APPROVED AS TO FORM:

David Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, 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 10th day of September 2025, by the following vote:

AYES: Councilmembers Flores, Romero, Quintana, Vice-Mayor Arroyo and Mayor Saleh

NOES: None

ABSENT: None

ABSTAIN: None

Angela Bustamante, City Clerk

Resolution 2025 - 49 EXHIBIT A

List of Mayors Appointments to Outside Boards/Committees

Committee/Agency	Contact Information	Delegate	Alternate	Meeting Date	Meeting Time	Notes
Los Angeles County Sanitation District No. 1 & 2	1955 Workman Mill Rd. Whittier, CA 90607 P: (562) 908-4288	Mayor	Francis Flores	2nd and 4th Wednesday	1:30 PM	Committee requires that the Mayor be the delagate
California Contract Cities Association (CCCA)	11027 Downey Ave. Downey, CA 90241 P: (562) 622-5533 F: (562) 622-9555	Alicia Romero	Monica Arroyo	3rd Wednesday	7:30 PM	
Gateway Cities Council of Governments (Board of Directors)	Genny Cisneros 16401 Paramount Blvd. Paramount, CA 90723 P: (562) 663-6850	Ali Saleh	Alicia Romero	1st Wednesday	6:00 PM	
Greater Los Angeles County Vector Control	12545 Florence Avenue Santa Fe Springs, CA 90650 P: (562) 944-9656	Ali Saleh	No Alternate Needed	2nd Thursday	6:00 PM	Term expires 1/1/ 2028
League of California Cities	Kenneth Hann Hall of Administration 500 West Temple St., Suite B-50 Los Angles, CA 90012 P: (213) 974-1431	Alicia Romero	Ana Maria Quintana	Annual Conference	TBD	
Southern California Association of Governments (SCAG) Regional Council (RC)	818 W. Seventh Street, 12th Floor Los Angeles, CA 90017 P: (213) 236-1800	Ali Saleh	Alicia Romero	1st Thursday	12:15 PM	represent District 27 (Bell, Bell Gardens, Commerce, Cudahy, Huntingotn Pk., Maywood, Vernon
Independent Cities Risk Management Authority (ICRMA)		Michael L. Antwine	Rickey Manbahal (Alternate) Gina Skibar (Substitute Alternate)			
Exide Advisory Committee	Jim Marxen, Dept. of Toxic Substances Control Deputy Director jim.marxen@dtsc.ca.gov	Alicia Romero	No Alternate Needed	3rd Thursday	TBD	This committee was added to the list on 9/9/15.
Los Angeles Gateway Region Intergrated Regional Water Management Joint Powers Authority	Progress Park Plaza, 15500 Downey Avenue, Paramount CA	Alicia Romero	Ali Saleh	2nd Thursday	12:00PM	

RESOLUTION NO. 2026-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL, APPROVING THE COUNCIL APPOINTMENTS TO REGIONAL ORGANIZATIONS, VARIOUS BOARDS AND AGENCIES

WHEREAS, every year following reorganization the City Council makes appointments to internal and external committees listed under "Exhibit A"; and

WHEREAS, all delegate and alternate appointments shall remain as is until the next City Council reorganization and until their successors are appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELL:

SECTION 1. The City Council hereby approves the Mayor's appointments to the committees listed on Exhibit A.

SECTION 2. The City Council hereby authorizes and directs the City Clerk to execute Form 806 and post the Form on the City's Website.

SECTION 3. The City Clerk shall certify the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of August 2026.

_____
Ana Maria Quintana, Mayor

APPROVED AS TO FORM:

_____
Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, 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 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, City Clerk

AGENDA ITEM 9

City of Bell
Housing Authority
Agenda Report

DATE: August 12, 2026

TO: Chair and Members of the Board

FROM: Javier Ochiqui, Community Development Director

APPROVED BY:

Michael L. Antwine II, City Manager

SUBJECT: Consideration to approve Amendment No.1 with Overland, Pacific & Cutler, LLC (OPC), a Tran Systems company.

RECOMMENDATION:

It is recommended that the Chair and Members of the Board read by title only, waive further reading, and adopt Resolution No. 2026-52 titled:

A RESOLUTION OF THE BELL COMMUNITY HOUSING AUTHORITY OF THE CITY OF BELL AUTHORIZING FY 2026-2027 BUDGET AMENDMENT TO TRANSFER $160,000 FROM THE BELL COMMUNITY HOUSING AUTHORITY (BCHA) FUND BALANCE RESERVE TO THE BCHA ACCOUNT AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH OVERLAND, PACIFIC & CUTLER, LLC (OPC), A TRANSYSTEMS COMPANY FOR A CLOSURE IMPACT REPORT

BACKGROUND:

The City of Bell is the process of compliance and implementation of the Surplus Land Act for the disposition of City or BCHA owned properties. As required by California Mobile Home Residency Law (Civil Code 798 et seq.) and Government Code Section 65863.7, a Closure Impact Report (CIR) must be prepared when an owner is considering the disposition of a property.

DISCUSSION:

On March 26, 2025, the City approved an agreement with Overland, Pacific & Cutler, LLC (OPC), a TranSystems company, to provide consulting services for the preparation of Closure Impact Reports. At this time, additional funds in the amount of $160,000 are needed to pay for the additional hours spent on attempting household interviews, additional community meetings, workshops and focus groups meetings, updating the report with comparables, and the in-person delivery for 117 reports, appraisals, and notices.
Overland, Pacific & Cutler, LLC (OPC), a TranSystems company's scope of services for this agreement is outlined below:

1. Conducting interviews with each household (up to 130 households) to gather information on household composition, income, rental rates, and relocation concerns.
2. Researching the market for comparable replacement housing within a 60-mile radius.
3. Preparing a detailed relocation plan, including estimated costs and mitigation measures.
4. Participating in resident meetings to explain the CIR process and findings.
5. Providing project management and general consulting services throughout the process.

FISCAL IMPACT:

There is no impact to the City's General Fund. The $160,000 is available in the Bell Community Housing Agency (BCHA) fund balance.

STRATEGIC PLAN 2023-25:

N/A

ATTACHMENTS:

1. Resolution No. 2026-52
2. Amendment No. 1 with Overland, Pacific & Cutler, LLC (OPC), a TranSystems company.
3. OPC Professional Services Agreement

RESOLUTION NO. 2026–52

A RESOLUTION OF THE BELL COMMUNITY HOUSING AUTHORITY OF THE CITY OF BELL AUTHORIZING FY 2026-2027 BUDGET AMENDMENT TO TRANSFER $160,000 FROM THE BELL COMMUNITY HOUSING AUTHORITY (BCHA) FUND BALANCE RESERVE TO THE BCHA ACCOUNT AND APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH OVERLAND, PACIFIC & CUTLER, LLC (OPC), A TRANSYSTEMS COMPANY FOR A CLOSURE IMPACT REPORT

WHEREAS, on August 12, 2026, the Chair and Members of the Board approved the budget amendment to transfer $160,000 from the Bell Community Housing Authority (BCHA) Fund Balance Reserve to the BCHA Accounts for Outside Professional Services; and

WHEREAS, the Bell Community Housing Authority (BCHA) Fund Balance Reserve of has sufficient revenues available to advance to the Outside Professional Services Account; and

WHEREAS, the City of Bell is the process of compliance and implementation of the Surplus Land Act for the disposition of City or BCHA owned properties; and

WHEREAS, required by California Mobile Home Residency Law (Civil Code 798 et seq.) and Government Code Section 65863.7, a Closure Impact Report (CIR) must be prepared when an owner is considering the disposition of a property; and

WHEREAS, TranSystems will be providing the below scope of work for the following APNs: 6226-005-900-903, 6226-006-900, 6226-006-901, 6226-006-902, and 6226-006-903:

1. Conducting interviews with each household (up to 130 households) to gather information on household composition, income, rental rates, and relocation concerns.
2. Researching the market for comparable replacement housing within a 50-mile radius.
3. Preparing a detailed relocation plan, including estimated costs and mitigation measures.
4. Participating in resident meetings to explain the CIR process and findings.
5. Providing project management and general consulting services throughout the process.

WHEREAS, TranSystems will be providing the below scope of work for the following APNs: 6327-002-900,901:

1. Conducting interviews with each household (up to 153 households) to gather information on household composition, income, rental rates, and relocation concerns.
2. Researching the market for comparable replacement housing within a 50-mile radius.
3. Preparing a detailed relocation plan, including estimated costs and mitigation measures.
4. Participating in resident meetings to explain the CIR process and findings.
5. Providing project management and general consulting services throughout the process.

NOW, THEREFORE, THE BELL COMMUNITY HOUSING AUTHORITY OF THE CITY OF BELL DOES HEREBY:

SECTION 1. Approve the transfer of BCHA Fund Balance Reserves to the BCHA Accounts for Outside Professional Services.

SECTION 2. Approve amending the Fiscal Year 2026-2027 budget by appropriating an amount of $160,000 from BCHA Fund Balance Reserve to the following BCHA Account as indicated as follows: Account No. 090-70-76-5101-000-6100 in the amount of $160,000.

SECTION 3. Authorize the City Manager to work with the City Attorney to execute any and all related documents for this agreement and for the Finance Director to transfer funds from the BCHA Fund Balance Reserve in the amount not to exceed $160,000.

PASSED, APPROVED, AND ADOPTED this 12th day of August 2026.

_____
Ana Maria Quintana, Mayor

APPROVED AS TO FORM:

_____
Danny Aleshire, City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Angela Bustamante, 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 12th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Angela Bustamante, City Clerk

AMENDMENT NO. 1

AGREEMENT FOR CONTRACT SERVICES

BETWEEN THE CITY OF BELL AND

OVERLAND, PACIFIC & CUTLER, LLC

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") is made by and between the **CITY OF BELL**, a California charter city ("City") and **OVERLAND, PACIFIC & CUTLER, LLC,** a Delaware limited liability corporation ("Consultant"), is effective as of the 12th day of August, 2026.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement dated July 24, 2025 ("Agreement"), whereby Consultant agreed to provide comprehensive real estate relocation services ("Services").

B. City and Consultant now desire to amend the Agreement to extend the Agreement for another year and increase the Contract Sum by One Hundred and Sixty Thousand Dollars ($160,000).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein. Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***.

   a. Section 2.1 is amended as follows:

"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 ***Two Hundred Seventy-Six Thousand Eight Hundred Dollars ($276,800)*** ~~**One Hundred Sixteen Thousand Eight Hundred Dollars ($116,800.00)**~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

   b. Section 3.4 is amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two (2) years*** ~~one (1) year~~ from the date hereof, except as otherwise provided in the Schedule of Performance

(Exhibit "D"). ~~[The City may, in its sole discretion, extend the Term for one (1) additional one-year terms.~~ "

c. Exhibit "A", SCOPE OF SERVICES, Part I.A.a.1. is amended as follows:

1. Interview each household (up to 153 households for Bell Mobile Home Park and up to 130 households for Florence Village Mobile Home Park) to determine household composition, income, length of occupancy, rental rate, and mortgage status, occupancy status (tenant or owner-occupant), specials needs, relocation concerns, and preferred area to relocate (up to ***four***~~three~~ attempts to interview in person and/or via phone/mail.)

d. Exhibit "A", SCOPE OF SERVICES, Part I.A.b. and c. are amended as follows:

b. <u>Resident Meetings</u>

Consultant's staff will participate in up to ***four***~~two~~ resident meetings to explain the CIR process and to initiate individual household interviews. Prior to the public hearing to consider approval of the CIR, an informational meeting is recommended to be held for the residents of the park regarding the CIR and its findings and statements. Consultant's staff will attend up to ***four***~~two~~ meetings as the Client's Relocation Specialist. The estimated fee on the following page allows for attendance of up to two Consultant's staff persons (including a Spanish-speaking staff) at two group resident meetings to initiate the interview phase and to explain the proposed mitigation measures once the CIR has been prepared.

a. <u>Noticing of RV/Mobile Owners and Occupants</u>

Consultant will prepare and mail up to ***four***~~two~~ notices of resident meetings as described above. In accordance with state requirements, Consultant will also provide the residents and owners of the Park with a Notice of Public Hearing to consider the CIR and will provide copies of the CIR to each of the park residents, prior to the hearing by the City Council to consider the CIR for approval. (More than one notice of Public Hearing will require an increase to the proposed fee.)

e. Exhibit "C", SCHEDULE OF COMPENSATION, Part I. is deleted in its entirety and restated as follows:

		SUB-BUDGET
A.	Relocation planning services and associated project management and general consulting for Bell Mobile Home Park	$142,200.00
B.	Relocation planning services and associated project management and general consulting for Florence Village Mobile Home Park	$134,600.00
TOTAL		$276,800.00

f. Exhibit "D", SCHEDULE OF PERFORMANCE, Part I. is amended as follows:

		Time to Perform
A.	**Relocation planning services and associated project management and general consulting for Bell Mobile Home Park**	All services in Exhibit A should be completed by or before ***December 31,*** ~~March~~ 2026 (dependent upon extenuating circumstances)
B.	**Relocation planning services and associated project management and general consulting for Florence Village Mobile Home Park**	All services in Exhibit A should be completed by or before ***December 31,*** ~~March~~ 2026 (dependent upon extenuating circumstances)

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

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

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

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

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

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

6. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures in accordance with Title 2, Section 22003 of the California Code of Regulations (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF BELL, a California charter city

By:

_____
Ana Maria Quintana
Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

_____
Danny Aleshire
City Attorney

ATTEST:

By:

_____
Angela Bustamante
City Clerk

CONSULTANT:
OVERLAND, PACIFIC & CUTLER**,** a Delaware limited liability company

By:

_____
Name: Brian Everett
Title: President
Email Address:
Phone Number:
Address: 5000 Airport Plaza, Suite 250 Long Beach, CA 90815

By:

_____
Name:(Insert Name)
Title: (Insert Title)
Email Address:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2026, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

OVERLAND, PACIFIC & CUTLER, LLC

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
OVERLAND, PACIFIC & CUTLER, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 24 day of July, 2025 by and between the City of Bell, a California charter city ("City") and Overland, Pacific, & Cutler, LLC, a Delaware limited liability company ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City requires professional real estate relocation services.

B. Consultant has demonstrated expertise in real estate relocation services and is qualitied to provide the professional services required by the City.

C. Pursuant to Bell Municipal Code section 3.12.060, all contract of the City for the purchase of materials, supplies, equipment, or services of an aggregate annual value equal to or exceeding $25,000 shall be awarded after compliance with the sealed bd procedures contained in the section. "Materials, supplies, equipment, and services" include all personal property and services, except professional services, procured by the City.

D. Pursuant to Bell Municipal Code section 3.12.080, the procurement of the professional services of any architect, landscape architect, engineer, artist, environmental consultant, land surveyor, construction project manager, accountant, appraiser, financial advisor, attorney, or other provider of professional services involving a high degree of technical or individual skill is exempt from the City's sealed bidding procedures contained in section 3.12.060 of the Bell Municipal Code.

E. Real estate relocation services are professional services involving a high degree of technical or individual skill, therefore, the City is not requires to satisfy the sealed bid procedures contained in section 3.12.060 of the Bell Municipal Code.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF 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 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 both of good quality as well as 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 Services 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 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 Consultant'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 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.

1.8 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 Contract Sum for the actual costs of the extra work, 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 ten percent (10%) of the Contract 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 Council. 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. 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 therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 One Hundred Sixteen Thousand Eight Hundred Dollars ($116,800.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of 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. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. 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. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

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 City, 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 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1)

year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). [The City may, in its sole discretion, extend the Term for one (1) additional one-year terms.

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:

Brian Everett	President, OPC
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of 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 utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of 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 Michael L. Antwine II or such person as may be designated by the City Manager. 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 City Manager, 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 contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. 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 venturer 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 City 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 City. 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 City. 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 City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has

not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall

be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or 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 subcontractors 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.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and

detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (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. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

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 may or 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 drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and 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, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

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

(c) If Consultant, or any officer, employee, agent or subcontractor 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 attorney's 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 subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent 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 the County of Los Angeles, State of California.

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. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 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 City, except that where termination is due to the fault of the City, 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.

7.8 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.

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City 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 subcontractor 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 City 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)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, gender, sexual orientation, marital status, national origin, ancestry or other protected class 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

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. § 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 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 City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, California 90201 and in the case of the Consultant, to the person(s) 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 any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials 

9.7 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) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a charter city

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONSULTANT:

OVERLAND, PACIFIC & CUTLER, a Delaware limited liability company

By: _____
Name: Brian Everett
Title: President

By: _____
Name: _____
Title: _____

Address: ~~3750 Schaufele Avenue, Suite 150~~ 5000 Airport Plaza 250
Long Beach, CA ~~90808~~ 90815

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On July 24, 2025 before me, Norma Hernandez, personally appeared Brian Howard Everett, 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: _____

NORMA HERNANDEZ
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2470444
MY COMM. EXPIRES NOV. 9, 2027

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☑ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
- ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☑ OTHER President

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
Overland, Pacific, & Cutler, LLC,
a Delaware limited liability company

DESCRIPTION OF ATTACHED DOCUMENT

Contract Services Agreement
TITLE OR TYPE OF DOCUMENT

33
NUMBER OF PAGES

7/24/2025
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAMED ABOVE


NORMA HERNANDEZ
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMMISSION # 2270644
MY COMM. EXPIRES NOV. 6, 2022

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services for Bell Mobile Home Park and Florence Village Mobile Home Park ("Park" or "Parks"):

A. Consultant shall provide relocation services in connection with Bell Mobile Home Park and Florence Village Mobile Home Park in the City. This relocation service will include the following:

a. Closure Impact Report ("CIR")

i. In compliance with the Mobile Home Residency Law (Civil Code section 798 et seq.) and Government Code section 65863.7, Consultant will prepare the required CIR based on information derived from interviews with the Park residents, market research regarding available replacement housing and information on costs associated with the relocation of the RVs and mobile homes, where applicable.

1. Interview each household (up to 153 households for Bell Mobile Home Park and up to 130 households for Florence Village Mobile Home Park) to determine household composition, income, length of occupancy, rental rate, and mortgage status, occupancy status (tenant or owner-occupant), specials needs, relocation concerns, and preferred area to relocate (up to three attempts to interview in person and/or via phone/mail.)

2. Determine the age, date of manufacture, type, width, and size of each unit.

3. Include Project site map and description of the Park, including a legal description, number of spaces, structures, landscaping, onsite features and amenities, and condition of the Park (all to be provided by the Client).

4. Determine the feasibility of moving existing units to other parks and coordinate moving bid, if requested, to determine the costs associated with the relocation of the units.

5. Research the market for reasonably comparable RV/mobile home parks within a 50-mile radius of the subject park and include information regarding number of vacancies, units for sale or lease, age of the park, terms of occupancy, park policies, or age restrictions, etc.

6. Research the market for the availability and costs associated with alternate rental housing of reasonably comparable size and quality within a 15-mile radius from the subject park.

7. Analyze survey and market study results and incorporate research data into a written plan to describe the Client's proposed relocation program, benefits, resources, mitigation measures, and estimated total relocation costs.

8. Provide the Client with a draft CIR and make additions or revisions requested by the Client or City staff as requested within the scope of work described above. (Substantial or more than three sets of changes to the report over time are not anticipated and will require an increase to the stated fee.)

9. Provide final CIR document to the Client for consideration and approval at a public hearing.

es

b. Resident Meetings

Consultant's staff will participate in up to two resident meetings to explain the CIR process and to initiate individual household interviews. Prior to the public hearing to consider approval of the CIR, an informational meeting is recommended to be held for the residents of the park regarding the CIR and its findings and statements. Consultant's staff will attend up to two meetings as the Client's Relocation Specialist. The estimated fee on the following page allows for attendance of up to two Consultant's staff persons (including a Spanish-speaking staff) at two group resident meetings to initiate the interview phase and to explain the proposed mitigation measures once the CIR has been prepared.

c. Noticing of RV/Mobile Owners and Occupants

Consultant will prepare and mail up to two notices of resident meetings as described above. In accordance with state requirements, Consultant will

also provide the residents and owners of the Park with a Notice of Public Hearing to consider the CIR and will provide copies of the CIR to each of the park residents, prior to the hearing by the City Council to consider the CIR for approval. (More than one notice of Public Hearing will require an increase to the proposed fee.)

d. Project Management Services

Implementation of a relocation project requires a thorough and coordinated effort during planning and preparation stages, as well as during the implementation phase to see a project to a timely and cost-efficient completion. Consultant provides management services at all stages of this process.

Project Management services during the planning phase include:

i. Coordination with the Client and other staff/consultants to discuss the Client's relocation program, mitigation measures, project timeline and status, and policies and procedures;

ii. Preparation of notice, form and document formats to be used by the Client and Consultant's staff;

iii. Coordinate bids from qualified appraisers;

iv. QA/QC of assigned Consultant's staff and work product;

v. General consulting relative to the project.

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

A. Those reports identified under Section I. of Exhibit A.

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

A. Status reports due upon City's request.

IV. 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.

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

A. Consultant to provide qualified and experienced personnel to accomplish the Services. City retains the right to replace and/or request additional personnel.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Deletions are shown in ~~strikethrough~~. Additions are shown in ***bold italics.***

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 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 ***provide the services hereunder with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar conditions at the same time and locality of the project*** ***(the "Standard of Care")***. ~~follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as 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.~~

3.1 Time of Essence.

To the extent consistent with the standard of care, ~~Time~~ ***time*** is of the essence in the performance of this Agreement.

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, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or 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.~~

To the fullest extent permitted by law, including California Civil Code Section 2782 et seq., Consultant agrees to indemnify and hold harmless the City, its employees, officers, directors, and representatives from and against all losses, damages, and expenses (including reasonable attorney's fees) for claims and actions arising in connection with the Project, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant, its subconsultants or subcontractors or any of their employees, officers, director, and representatives over whom Consultant has control. For clarity, notwithstanding anything to the contrary in this Agreement, pursuant to California Civil Code § 2782.2, Consultant shall not have an upfront defense obligation limited to claims arising from design related professional services triggering Consultant's Professional Liability Policy, however following any such determination of its liability, Consultant shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of Consultant, including reimbursing the City for defense costs, including all reasonable attorneys' fees, costs, and expenses (including expert witness fees). Should any other policy be triggered, including but not limited to commercial general liability, auto, and/or umbrella, Consultant shall have an obligation to defend.

To the fullest extent permitted by law, the City agrees to indemnify and hold harmless, but not defend, Consultant, its employees, officers, directors, and representatives from and against all losses, damages, and expenses (including reasonable attorney's fees) for claims and actions arising in connection with the Project, but only to the extent caused by the negligent acts, errors, omissions, or willful misconduct of City, its other subcontractors or any of their employees, officers, director, and representatives over whom City has control.

Consultant shall incorporate similar indemnity agreements with its subcontractors 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.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		SUB-BUDGET
A.	**Relocation planning services and associated project management and general consulting for Bell Mobile Home Park**	**$62,200.00**
B.	**Relocation planning services and associated project management and general consulting for Florence Village Mobile Home Park**	**$54,600.00**
TOTAL		**$116,800.00**

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

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

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

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

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

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

V. **The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

VI. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"

Consultant's Billing Rates

The rates specified below are valid for the first year of this Agreement. Any rate increase will be negotiated with the City, provided that under no circumstances payment to the Consultant will exceed the Contract Sum, in accordance with Section 2.1.

Review Type/Role	All Inclusive Fee/Hourly Rate
Senior Program Manager/Senior Vice President/Program Manager	$250.00
Senior Project Manager/Quality Manager	$175.00
Project Manager/Project Controls Manager	$160.00
Senior Agent/Senior Analyst/Project Controls Analyst	$145.00
Agent/Analyst/Senior Land Specialist	$130.00
Relocation Specialist/Land Specialist	$115.00
Trust Account Manager	$140.00
Staff Accountant	$125.00
Administrative Assistant	$100.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

		Time to Perform
A.	**Relocation planning services and associated project management and general consulting for Bell Mobile Home Park**	All services in Exhibit A should be completed by or before ~~October 31,~~ March 2026 2025 (dependent upon extenuating circumstances)
B.	**Relocation planning services and associated project management and general consulting for Florence Village Mobile Home Park**	All services in Exhibit A should be completed by or before ~~October 31,~~ March 2026 2025 (dependent upon extenuating circumstances)

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Those reports identified under Section I. of Exhibit A. — As determined by City and Consultant.

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