



# Agenda

Special Meeting of the

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

**Wednesday, November 12, 2025**

**5:45 P.M. CLOSED SESSION**

**6:45 P.M. OPEN SESSION**

**BELL COMMUNITY CENTER  
6250 PINE AVENUE, BELL CA 90201**

**Ali Saleh  
Mayor**

**Monica Arroyo  
Vice-Mayor**

**Francis Flores  
Council Member**

**Ana Maria Quintana  
Council Member**

**Alicia Romero  
Council Member**

# **Welcome to the City Council Meeting**

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the second and fourth Wednesday of the month at 7:00 p.m., Bell Community Center, 6250 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 2615.

## City Council Organization

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

## Addressing the City Council

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

## Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 2615, at least one business day prior to the scheduled meeting to ensure that we may assist you.

## Statement Regarding Compensation for Members of the Bell City Council

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

## **SPECIAL MEETING OF THE**

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

**November 12, 2025**

**5:45 P.M. Closed Session  
6:45 P.M. Business Session**

**Location: Bell Community Center, 6250 Pine Avenue, Bell CA 90201**

#### **MEETING WILL BE HELD IN-PERSON AT THE BELL COMMUNITY CENTER**

**PUBLIC COMMENT:** If you wish to make a comment on items listed on the agenda, you may attend the meeting in-person at Bell Community Center. Please complete a Request to Speak Card available in the location and wait until the mayor calls you to approach the podium. Please clearly state your name and address and proceed to make your comments.

You may also submit input electronically through a temporary public comment email established for City of Bell City Council meetings at [cityclerk@cityofbell.org](mailto:cityclerk@cityofbell.org). Your written comment must be submitted by 4pm on Wednesday, November 12, 2025. Any emails received after the time indicated will not be included in the record. Written Comments will be subject to the three minute time limitation (approximately 350 words).

#### **Call to Order**

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Councilmembers Flores, Quintana, Romero, Vice-Mayor Arroyo and Mayor Saleh

#### **Communications from the Public on Closed Session Items**

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

#### **Closed Session**

The City Council and the related Authorities and Agencies will recess to closed session to confer with legal counsel regarding the following matters:

- a. Anticipated Initiation of Litigation pursuant to Government Code Section 54956.9 (d)(3) regarding significant exposure to litigation in two cases.
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code section 54956.8)  
Property: 4850 Gage Avenue, Bell CA 90201  
Agency negotiators: Michael L. Antwine II (City Manager), and Dave Aleshire (City Attorney)  
Negotiating parties: To be Determined
- c. Employee Evaluation Pursuant to Government Code Section 54957(b)(1). Title: City Attorney

#### **Reconvene Special City Council Meeting**

**Roll Call of the City Council in their capacities as Councilmembers/Members of all Related Agencies:** Councilmembers Flores, Quintana, Romero, Vice-Mayor Arroyo, and Mayor Saleh

**City Attorney Report**

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

**Communications from the Public**

This is the time members of the public may address the City Council and related Authorities and Agencies on items that are listed on the agenda only. (Each speaker is limited to three minutes)

**Business Session**

1. Letter of Agreement: Reconnecting Communities and Neighborhoods. *(Council)*

***Recommendation:*** *It is recommended that the City Council approve the Letter of Agreement: Reconnecting Communities and Neighborhoods submitted by Los Angeles County Metropolitan Transportation Authority.*

2. Memorandum of Understanding for Maintenance and Operations of John Anson Ford Park Infiltration Cistern Project. *(Council)*

***Recommendation:*** *It is recommended that the City Council read by title only, waive further reading and adopt Resolution No. 2025-66 titled:*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD AND VERNON FOR THE MAINTENANCE AND OPERATIONS OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN AND APPROVING THE APPROPRIATION OF \$14,410 FROM MEASURE W FUND (FUND 600) FOR THE CITY OF BELL'S SHARE OF THE COST FOR FISCAL YEAR 2025-2026**

3. Approval of a Purchase and Sale Agreement between the City of Bell and Blended Seven, LLC. for certain real property located at 4850 Gage Avenue. *(Council)*

***Recommendation:*** *It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2025-67 titled:*

**A RESOLUTION OF THE CITY COUNCIL OF THE OF THE CITY OF BELL, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BELL AND BLENDED SEVEN, LLC. FOR CERTAIN PROPERTY LOCATED AT 4850 GAGE AVENUE IN THE CITY OF BELL**

**Next Regular Meeting, Wednesday, December 10, 2025**

I, Angela Bustamante, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on November 10, 2025 at least twenty-four (24) hours prior to the meeting as required by law.

  
\_\_\_\_\_  
Angela Bustamante, City Clerk

# AGENDA ITEM 1

## City of Bell Agenda Report

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DATE: November 12, 2025

TO: Mayor and Members of the City Council

FROM: John Oskoui, P.E., Interim Public Works Director  
Rey Alfonso, P.E., City Engineer

APPROVED BY: Michael L. Antwine II (e-signature)  
\_\_\_\_\_  
Michael L. Antwine II, City Manager

SUBJECT: Letter of Agreement: Reconnecting Communities and Neighborhoods

RECOMMENDATION:

It is recommended that the City Council approve the Letter of Agreement: Reconnecting Communities and Neighborhoods submitted by Los Angeles County Metropolitan Transportation Authority.

BACKGROUND:

In preparation for the 2028 Olympic and Paralympic Games, the Los Angeles County Metropolitan Transportation Authority (Metro) is collaborating with local municipalities throughout Los Angeles County, to implement a subset of projects from the 2028 Olympic Games Mobility Concept Plan collectively referred to as the Reconnecting Communities and Neighborhood Project (RCN Project).

The RCN Project limit encompasses Florence Avenue from Graham Avenue to Studebaker Road crossing several city limits. The RCN Project includes the implementation of 35.5 miles of bus priority improvements, development of five mobility hubs, five first/last mile investments, 60 bikeshare locations, and other public right-of-way infrastructure improvements. These improvements include bus stop improvements including shelters, bus bulbs, sidewalk repair, accessible curb ramps, bus pads, pedestrian lighting, street trees, and wayfinding.

Based on RCN Project's 15% Conceptual Plans, the enhancements proposed within the City of Bell will be along E. Florence Avenue from Salt Lake Avenue to Walker Avenue which includes 1 bus shelter, solar light, 3 real-time transit information signs and up to 26 street trees. Metro will replace/upgrade the bus shelter in front of 3641 Florence Avenue. The proposed shelter will be same style as the one previously installed at Gage Avenue and Atlantic Avenue.

DISCUSSION:

The proposed Letter of Agreement (LOA) establishes cooperation between the City and Metro to complete the RCN project. Metro will design and construct the RCN Project and will reimburse the City for its cost to review plans and for project coordination to the end of construction up to \$65,000. The City will be responsible for the maintenance of these improvements.

# AGENDA ITEM 1

## CONFLICT OF INTEREST:

According to the State's "conflict of interest" laws, when a decision involves new infrastructure or more than mere maintenance, the distance from a councilmember's real property to the new infrastructure is key. For instance:

(a) A councilmember with an interest in real property "located 500 feet or less" from a proposed improvement may not participate in the vote. If the councilmember can show, with "clear and convincing evidence," that the improvement "will not have *any* measurable impact on the official's property," then the conflict is overcome, and the councilmember may participate in the vote. (2 CCR §18702.2(a)(7).)

(b) A councilmember with an interest in real property located "more than 500 feet but less than 1,000 feet" from a proposed improvement may participate in the vote unless the improvement will change the councilmember's property's: (i) development potential; (ii) income producing potential; (iii) highest and best use; (iv) market value; or (v) character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality. (2 CCR §18702.2(a)(8).)

(c) A councilmember with an interest in real property located 1,000 feet or more from the improvement may participate in the vote, because it is presumed that no conflict exists. But this presumption may be rebutted with "clear and convincing evidence" that the improvement will have a "substantial effect" on the property. (2 CCR §18702.2(b).)

However, please be advised that there are three (3) exceptions that overrides all of the above:

(1) **Maintenance of Existing Infrastructure:** The maintenance of already existing infrastructure does not create a material conflict of interest for any councilmember, including those who own or have an interest in real property in the vicinity. (2 CCR §18702.2(d)(1).)

(2) **No Disproportionate Impact:** Regardless of the distance between the improvement and the real property, no conflict exists if the improvement does not provide a benefit or detriment to the councilmember's property that is "disproportionate to other properties" receiving the services. (2 CCR §18702.2(6).)

(3) **Public Generally Exception:** If a decision's impact on the councilmember's real property is indistinguishable from the decision's impact on the "public generally," the councilmember may participate in the vote. An "indistinguishable impact" is defined here as a change impacting a "significant segment of the public" as determined by either:

(a) 25% of: (i) businesses or non-profits; (ii) real property; or (iii) the individual people in the councilmember's district; or

(b) 15% of the real residential property within the councilmember's district, so long as the only property at issue for the councilmember is their residence.

## STRATEGIC PLAN 2023-25:

This agenda item aligns with the City of Bell 2023-25 Strategic Plan

# AGENDA ITEM 1

Target 3 - Elevating Quality of Life

Goal 5 - Maintain a clean City

Action Item: Assess existing in-house maintenance programs and contracts

## FISCAL IMPACT:

Metro will reimburse the City for its coordination costs and plan review costs up to \$65,000. Once the improvements are constructed, the City will bear the cost of maintenance. Maintenance of the bus shelter can be covered by Proposition A. Maintenance of up to 26 trees to be planted along E. Florence Avenue will have a financial impact on the City's Landscape and Lighting Maintenance District.

## ATTACHMENTS:

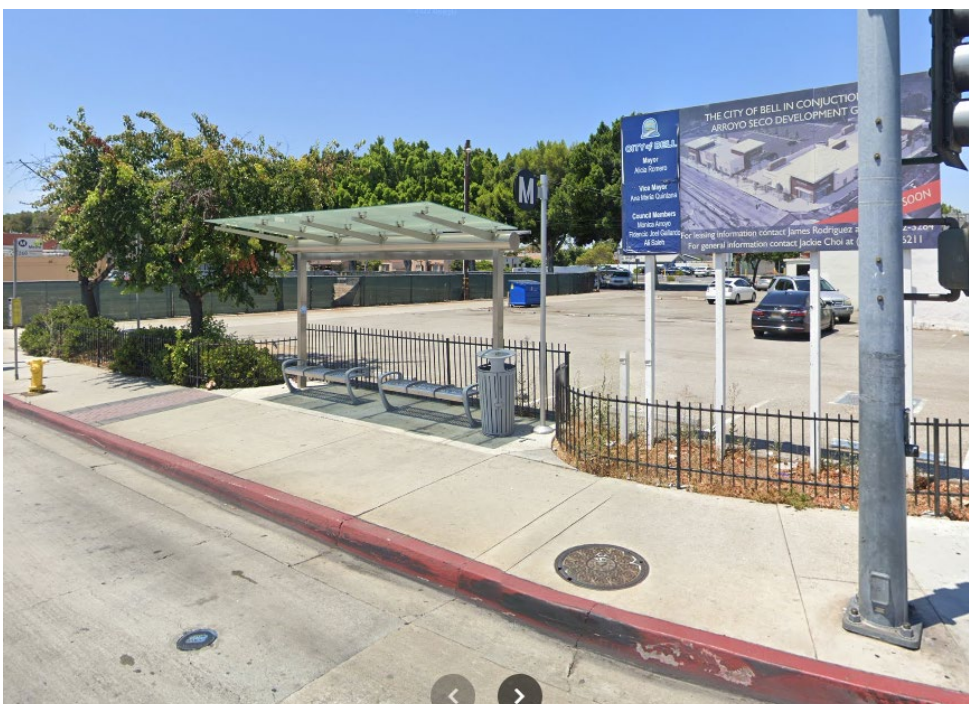
- 1) Picture of Current Bus Shelter at 3641 Florence Avenue and Gage Avenue and Atlantic Avenue.
- 2) Letter of Agreement: Reconnecting Communities and Neighborhoods.

**PROPOSED BUS SHELTER REPLACEMENT**

3641 E. Florence Bus Shelter – Proposed to be Replaced



Atlantic Avenue and Gage Avenue Bus Shelter – Preferred Style






**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

November 12, 2025

Michael L. Antwine II  
City Manager  
City of Bell  
6330 Pine Avenue  
Bell, CA 90201

## LETTER OF AGREEMENT: RECONNECTING COMMUNITIES AND NEIGHBORHOODS

- 1.1 In preparation for the 2028 Olympic and Paralympic Games, the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**") is collaborating with local municipalities throughout Los Angeles County, to implement a subset of projects from the 2028 Olympic Games Mobility Concept Plan collectively referred to as the Reconnecting Communities and Neighborhood Project ("**RCN Project**"). The RCN Project includes the implementation of 35.5 miles of bus priority improvements, development of five mobility hubs, five first/last mile investments, 60 bikeshare locations, and other public right-of-way infrastructure improvements (collectively referred to as "**Improvements**") (See LACMTA Board Report File #2024-0913).

The U.S. Department of Transportation ("**USDOT**") awarded LACMTA funding for the implementation of the RCN Project through the Reconnecting Communities and Neighborhoods Grant program ("**RCN Grant Program**"). Costs incurred under the LOA that will be reimbursed through the RCN Grant Program must comply with the federal procurement guidelines set out in 2 C.F.R. Part 200. Per LACMTA's RCN Project schedule, construction of Improvements is anticipated to begin in early 2027 and be completed by December 31, 2027.

As of \_\_\_\_\_, 2025 (the "**Effective Date**"), LACMTA and the City of Bell ("**City**") (each, individually, a "**Party**" and collectively the "**Parties**") have identified and mutually agreed upon Improvements to be completed in the public rights-of-way within the City's jurisdiction as part of the East Florence Avenue Bus Corridor Enhancements RCN Project. The purpose of this Letter of Agreement ("**LOA**") is to define the manner in which the Parties will cooperate and coordinate on the Design and Construction of the RCN Project.

- 1.2 The Parties hereby agree as follows:

- (a) **Scope:** The Parties agree to cooperate and coordinate with each other on the RCN Project and this LOA sets out the procedures for coordination for all activities related to the design, redesign, engineering or architecture of the Improvements (collectively referred to as "**Design**") and all construction activities necessary to complete the RCN Project including any Improvements and the installation, inspection, and testing of new facilities, including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems, and software (collectively referred to as "**Construction**" or "**Construct**", which shall be construed accordingly). Unless otherwise

agreed, LACMTA shall perform the Design and Construction activities and be responsible for the procurement of contractors to perform the Design and Construction of the RCN Project including any coordination with utility companies, as necessary. The City agrees to designate the RCN Project as a high-priority public works project and to provide LACMTA with expedited review and approval (as required) of the LACMTA Submittals.

The Parties will mutually agree on the Basis of Design for the RCN Project at the 30% Design level and will identify the applicable City Standards, criteria, specifications, and requirements for the Improvements to minimize the risk of delays, change orders and other unforeseen costs. Upon mutual agreement on the Basis of Design, LACMTA will only make changes to the Basis of Design that are required under Applicable Law or recommended for value engineering.

- (b) **Duration:** This LOA will commence on the Effective Date and continue until the Improvements have been completed and accepted by the City and LACMTA has completed the grant closeout activities with each City.
- (c) **Governance:** Each Party shall designate an individual(s) who is authorized to represent the Party, administer the LOA, and independently make decisions and commitments on behalf of the Party, (respectively, the "**City Representative**" and "**LACMTA Representative**").
- (d) **Project Meetings:** LACMTA may convene meetings with respect to the RCN Project for the purposes of providing a forum for over-the-shoulder reviews to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Improvements ("**Project Meetings**"). Any changes discussed during a Project Meeting that impact the contractual obligations of the Parties under this LOA must be formalized and documented in accordance with Section 1.2(t) (*Amendment*) to take effect.
- (e) **Issue Resolution:** The Parties shall make good faith efforts to resolve any issues that arise with respect to the RCN Project at the working-level. Issues that cannot be resolved at the working-level pursuant to the agreed upon communication protocols shall be escalated by the City Representative or LACMTA Representative identifying an issue to the other Party in an email Notice to the other Party marked "Issue for Resolution" in the subject line and describe the issue and the provide background information regarding the issue (together with any supporting documentation). Issue resolution meetings will be held within ten days of the Notice. Issue resolution meetings may be held in person or via videoconference or teleconference. Any solutions identified or changes discussed that affect the Parties' obligations under this LOA must be formalized and documented in accordance with Section 1.2(t) (*Amendment*) of this LOA.
- (f) **RCN Project Schedule:** The Parties acknowledge the timely completion of the RCN Project will be influenced by the Parties' ability to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. The City agrees to cooperate and coordinate with LACMTA in accordance with the terms of this LOA to meet the RCN Project schedule and to allocate sufficient staff and other resources necessary to meet the agreed upon review timelines. Failure to perform work in accordance with the RCN Project schedule will be escalated in accordance with Section 1.2(e) (*Issue Resolution*).

(g) **Annual Work Plan and Work Orders:**

(i) **Annual Work Plan**

At the beginning of each LACMTA Fiscal Year, the Parties shall review the RCN Project schedule and the life of project resourcing needs to facilitate the efficient and timely delivery of the RCN Project. LACMTA shall provide the City with a preliminary scope of activities and services LACMTA anticipates during the upcoming LACMTA Fiscal Year and the estimated start and finish dates for the anticipated scope of services and activities. Upon receipt of the preliminary scope of activities and services, the City will submit an annual work plan that includes the estimated Costs for the anticipated work that is eligible for reimbursement and the personnel resources anticipated to perform the required work ("**Annual Work Plan**"). The Parties will meet to review the Annual Work Plan to ensure it aligns with the allocated budget for the Improvements and negotiate in good faith the issues necessary to finalize and agree on the Annual Work Plan. Once the Parties agree on the Annual Work Plan, the City shall promptly submit a Form 60 included under Exhibit 3 (Form 60) to LACMTA in order to estimate the total effort and allowable direct costs under the Annual Work Plan. In the alternative to agreeing on an Annual Work Plan, the Parties may agree to a life of project budget for the work contemplated under this LOA.

(ii) **Work Orders**

- (A) Once LACMTA approves the Form 60, the Parties shall discuss and agree upon the scope of work to be performed in relation to the City and LACMTA shall issue a written and signed authorization for the performance of the agreed upon scope of work ("**Work Orders**"). Each Work Order issued by LACMTA to the City shall specify the work authorized to be performed, as well as any materials or equipment to be acquired, the amount of money the City will be reimbursed as agreed under the applicable Form 60 subject to available funding; and a schedule, including the estimated start and end dates, for such authorized work under the relevant Work Order.
- (B) Any request for amendment to a Work Order issued under this LOA shall be submitted in writing to LACMTA for its prior approval, and if the requested change includes a proposed adjustment to total effort and Costs for the work under the Work Order, it shall be submitted together with an updated Form 60 reflecting the proposed change.

(iii) **Resourcing**

- (A) LACMTA acknowledges and agrees the City may engage contractors and/or consultants to carry out work or the scope of activities or services required to be performed by the City under a Work Order, provided the contractors and/or consultants shall be required to comply with the terms of this LOA.
- (B) If the City determines that additional personnel or other resources (including through the use of City contractors) are required to mitigate the risk of delay in performing its obligations under the Work Orders, the City shall meet with

LACMTA to discuss the usage of such additional personnel or other resources, and may request an amendment to a Work Order in accordance with Section 1.2(g)(ii)(B) (Work Orders).

(iv) **Notification of Costs**

The City shall promptly notify LACMTA if at any time it anticipates:

- (A) exceeding approximately 75% of the total estimated labor Costs under any Work Order within the next 60 days; or
- (B) that the total labor Costs under any Work Order will be in excess of approximately 10% greater than the previously estimated Costs,

and shall request an amendment to such Work Order in accordance with Section 1.2(g)(ii)(B).

(v) **Work Authorized Prior to the Effective Date**

Any work performed by the City for the RCN Project that has been authorized in writing or via a Work Order prior to the Effective Date shall continue until such authorized work has been completed.

- (h) **Reimbursements:** Following commencement of work under a Work Order, the City shall submit its billings for work to LACMTA ([accountspayable@metro.net](mailto:accountspayable@metro.net)) on a progress basis no later than 30 days after commencement of the work has been performed under a Work Order. The City shall provide supporting documentation to demonstrate the Costs incurred by the City with respect to a Work Order, including contractor/consultant invoices, the names of individuals performing the relevant tasks and the time committed to those tasks, a description of the tasks performed by reference to the tasks described in the Work Order, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA.

Payment of each invoice properly submitted shall be due within 30 days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments and (b) all scope is authorized, and (c) all invoices shall contain appropriate supporting documentation.

The final billing under a Work Order shall be submitted to LACMTA, as soon as practicable, but no later than 60 days after completion of the work under the applicable Work Order or August 31, 2028, whichever is earlier. Invoices submitted to LACMTA after August 31, 2028 will not be eligible for reimbursement.

- (i) **Governmental and Lender Requirements:** The RCN Project is subject to financial assistance provided by a grant agreement through USDOT, and local, regional, and state financing and funding from other Governmental Entities, and the City agrees to comply with the terms and conditions and any prescribed governmental and lender requirements under the applicable grant, funding or financing agreements.

- (j) **Design Responsibilities:** Unless otherwise agreed, LACMTA shall be responsible for the Design of the Improvements as set out in Part A (Design) of Exhibit 2 (Design and Construction Requirements).
- (k) **Value Engineering:** The Parties agree to work together to create efficiencies to reduce the overall cost of Improvements to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Improvements when:
  - (i) performing Design reviews including as part of the resolution of City comments made to Designs; and
  - (ii) reviewing any requests for deviations from the City Standards. The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA identified, recommendations for potential innovations and value engineering opportunities that will offer value in terms of schedule savings, and/or quality benefits, and adopting and applying those recommendations. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Improvement at the lowest total cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety.
- (l) **Construction Responsibilities:** Unless otherwise agreed, LACMTA shall be responsible for the Construction of the Improvements as set out in Part B (Construction) of Exhibit 2 (Design and Construction Requirements).
- (m) **Permits:** LACMTA shall obtain all necessary City permits and approvals to comply with City Standards relating to the Design and Construction of the Improvements. In lieu of permit fees, LACMTA shall reimburse the City for staff time to review LACMTA Submittals in accordance with Section 1.2(g)(ii) (Work Orders).
- (n) **Environmental Approval:** LACMTA has completed the environmental review process required pursuant to the California Environmental Quality Act Statutory Categorical Exemptions under SB-922 and National Environmental Policy Act Categorical Exclusions. Approvals for the RCN Project's Categorical Exemptions / Exclusions were granted in December 2024. All Construction pursuant to this LOA shall comply with the environmental controls required under the environmental approvals.
- (o) **"As-Built" Drawings:** LACMTA and City shall each maintain a set of "as-built" plans of Improvements performed by LACMTA during Construction. Upon completion of the RCN Project, LACMTA shall furnish reproducible "as-built" drawings showing all Improvements installed by LACMTA in the public rights-of-way after completion of such work. All "as-built" plans shall be produced as CAD files or in the format agreed by the Parties.
- (p) **Inspection and Acceptance:** The Parties shall agree to inspection and acceptance procedures for the Construction of Improvements performed under this LOA.
- (q) **Operation and Maintenance:** The City shall be responsible for the operation and maintenance of Improvements installed in the public rights-of-way after completion of final

inspection and acceptance. LACMTA shall be responsible for Improvements completed on LACMTA property and in LACMTA rights-of-way.

- (r) **Indemnity:** LACMTA shall release, defend, indemnify, and hold harmless the City and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this LOA. Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this LOA.
- (s) **Interpretation:** This LOA is not to be interpreted or construed against the interests of a Party merely because that Party proposed this LOA or some provision of it, or because that Party relies on a provision of this LOA to protect itself.
- (t) **Amendment.** This LOA and any of its terms can only be amended, modified, or superseded by written instrument duly executed by the Parties.
- (u) **Counterparts:** This LOA may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.
- (v) **Limitation on Third Party Beneficiaries:** Nothing in the terms of this LOA is intended: (a) to create duties for, obligations to, or rights in third parties not Parties to this LOA, except to the extent that, specific provisions (such as the indemnity provision) identifies third parties and provided that they are entitled to benefits hereunder; or (b) to affect the legal liability of either Party to the LOA by imposing any standard of care with respect to the development, design, construction, operation or maintenance of the RCN Project and other public facilities that is different from the standard of care imposed by Applicable Law.
- (w) **Survival:** The representations, warranties, indemnities, waivers, all payment obligations hereunder incurred prior to termination of this LOA, and all other provisions that by their inherent nature should survive termination of this LOA, shall survive the termination of this LOA for any reason whatsoever, and shall remain in effect unless and until terminated or modified in writing by mutual agreement.
- (x) **Confidential Information:** It may be necessary or advisable for either Party to share confidential information with the other Party to carry out the objectives of this LOA for the RCN Project and in connection with such sharing of confidential information, the Parties may enter into a non-disclosure agreement ("**Non-Disclosure Agreement**").

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Name: Shawn Atlow

Title: Executive Officer, Countywide Planning & Development

Date: \_\_\_\_\_

-----  
**CITY OF BELL**

By: \_\_\_\_\_

Name: Michael L. Antwine II

Title: City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:



\_\_\_\_\_  
David J. Aleshire, City Attorney

## EXHIBIT 1

### DEFINITIONS

**"Annual Work Plan"** is defined in Section 1.2(g)(i) (Annual Work Plan).

**"Applicable Law"** means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the Improvements, any work performed under this LOA or any relevant person, whether taking effect before or after the date of this LOA. Applicable Law excludes Governmental Approvals, customs, duties, and tariffs.

**"Basis of Design"** means with respect to any Improvements, the scope, criteria, specifications and requirements for those Improvements agreed by LACMTA and the City.

**"Compliance Comments"** means a comment on, objection to, or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

- (i) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittals fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term, or provision of this LOA; or
- (ii) LACMTA has not provided all content or information required with respect to the LACMTA Submittals in accordance with the terms of this LOA.

**"City"** is defined in Section 1.1.

**"City Representative"** is defined in Section 1.2(c) (Governance).

**"City Standards"** is defined in Section 2(b) (General Design Criteria) of Part A (Design) of Exhibit 2 (Design and Construction Requirements).

**"Construction"** is defined in Section 1.2(a) (Scope).

**"Costs"** means:

- (i) labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work; and
- (ii) indirect costs as computed based upon the indirect costs rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts, for which the City shall require reimbursement with respect to the RCN Project,

provided that:



- (iii) the cost of office furnishings, consumables (printing and paper supplies, office supplies, etc.), information technology (computers, printers, software licenses etc.), fax machines, laptops, cell phones, tablets etc. are not eligible costs;
- (iv) unless the Internal Revenue Service and the California Public Utilities Commission (CPUC) issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this LOA; and
- (v) fixed price costs shall be as agreed to by LACMTA and the City for work, services or other activities performed or materials acquired in accordance with the provisions of this LOA.

**"Design"** is defined in Section 1.2(a) (Scope).

**"Design Development"** means the phase of the Design process that occurs after advanced conceptual engineering and that develops, on a progressive basis, a clear indication of the Design solutions for the applicable requirements and the major features of the architectural and structural Design and third-party interfaces that are intended to form the basis for the approved for construction Design.

**"Design Documentation"** means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and LACMTA Submittals necessary for, or related to, the Design of Improvements. "Design Document" shall be construed accordingly.

**"Design Support"** means Design support to assist LACMTA, to progress Design Development and preparation of a Final Design of Improvements including by:

- (i) estimating duration of street closures or restrictions necessary to construct Improvements; and
- (ii) conducting exhaustive research to locate all: as-built plans including site-specific schematics, maps, research or provision of topographical maps/surveys, site surveys, and/or substructure maps, legal description of land, prior physical work logs, soils and hazardous substance data if any, and other available or related data; prior LOAs including franchise, license, and other LOAs with railroads, LACMTA, local agencies or other third parties; and any other City-specific or proprietary design details relevant to the Design Development and preparation of a Final Design for Improvements.

**"Effective Date"** is defined in Section 1.1.

**"Final Design"** means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review, Compliance Comments, and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record.'

**"Final Design Document"** means, with respect to an Improvement (or an element of an Improvement), the complete (to 100%) final Construction drawings, including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams, Design criteria, specifications, reports, studies, calculations, electronic files, records, and LACMTA Submittals for the Improvement (or the element of the Improvement).

**"Governmental Approval"** means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out Improvements for the RCN Project, or any other work to be performed under the terms of this LOA.

**"Governmental Entity"** means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA.

**"Improvements"** is defined in Section 1.1.

**"LACMTA"** is defined in Section 1.1.

**"LACMTA Fiscal Year"** means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

**"LACMTA Representative"** is defined in Section 1.2(c) (Governance).

**"LACMTA Submittal"** means, with respect to the RCN Project:

- (i) Design Documentation for Improvements performed as part of the RCN Project;
- (ii) Construction management plans for Construction work for the RCN Project performed by LACMTA within the public rights-of-way; and
- (iii) any other documents which LACMTA must submit to the City with respect to the RCN Project in accordance with this LOA.

**"LACMTA Submittal Review Period"** means, for each LACMTA Submittal (other than Requests for Information as described in Section 4 (Request for Information) of Part C (LACMTA Submittal Review Procedure) of Exhibit 2 (Design and Construction Requirements), a period of up to 15 Working Days from the date of delivery of the LACMTA Submittal to the City under the provisions of this LOA or as the Parties may agree on under the applicable Work Order or otherwise under the terms of this LOA.

**"LOA"** is defined in Section 1.1.

**"Non-Disclosure Agreement"** is defined in Section 1.2(x) (Confidential Information).

**"Notice"** means any communication under this Agreement including any notice, consent, approval, request, and demand.

**"Party"** or **"Parties"** is defined in Section 1.1.

**"Project Meetings"** is defined in Section 1.2(d) (Project Meetings).

**"RCN Grant Program"** is defined in Section 1.1.

**"RCN Project"** is defined in Section 1.1.

**"Temporary Facilities"** means a facility constructed for the purpose of ensuring continued service while a City facility is taken out of full or partial service for an Improvement and/or any work on a City facility, which will be removed or restored to its original condition after such Construction activities are completed.

**"Working Day"** means any date that is not a Saturday, a Sunday, a federal or state of California public holiday, or any other legal holiday for LACMTA employees (as adopted by the board of LACMTA) or City employees.

## EXHIBIT 2

### DESIGN AND CONSTRUCTION REQUIREMENTS

#### PART A – DESIGN

##### 1. DESIGN RESPONSIBILITIES

Unless otherwise agreed:

- (a) LACMTA will be responsible for the Design of the RCN Project and shall prepare all Design Documentation with respect to Improvements; and
- (b) The City shall provide Design Support services (including Design review) with respect to the Design of any Improvements performed by LACMTA.

The Parties may mutually agree for the City to perform the Design work and produce all Design Documentation for an Improvement pursuant to a Work Order in accordance with Section 1.2(g)(ii) (Annual Work Plan and Work Order).

##### 2. GENERAL DESIGN CRITERIA

Any Design work for any Improvements shall be performed in accordance with:

- (a) the Design requirements set out in these exhibits or otherwise under the provisions of this LOA and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law, and the City Standards.

##### 3. CITY STANDARDS

The Parties agree for the purposes of this LOA that "**City Standards**" means the design standards and ordinances applicable to the RCN Project in effect as of the Effective Date of this LOA.

## **PART B – CONSTRUCTION**

### **1. NO COMMENCEMENT OF CONSTRUCTION WORK**

- (a) Any Construction work for Improvements must not commence until the Construction work has become an AFC Design. Any Final Design Documentation for an Improvement, or any element of an Improvement only becomes an AFC Design when:
  - (i) LACMTA has approved the Final Design Document;
  - (ii) the City has approved the Final Design Document;
  - (iii) the Final Design Document has been signed and sealed by the Engineer of Record that is responsible for that Final Design Document;
  - (iv) any other conditions for the Final Design Document to be ready for Construction set out under this LOA have been satisfied; and
  - (v) LACMTA contractor has approved the Final Design Document as being ready for Construction and has re-issued the Final Design Document with the notation "Approved for Construction" accordingly.
- (b) LACMTA is responsible for ensuring that LACMTA, where performing Construction work for the Improvements in the public rights-of-way or on City-owned property, has obtained all performance and payment bonds required under Applicable Law.
- (c) LACMTA shall be responsible for conducting public outreach to provide proper Notices to the affected communities prior to and during Construction. LACMTA will coordinate its outreach with the City's Public Information Office, as needed.

### **2. WORKING HOURS**

The Parties acknowledge a minimum of an eight-hour window on Monday through Friday each week during Construction will be required to complete the RCN Project, with night and weekend work as necessary. Following joint review of the RCN Project schedule and activities to be carried out by LACMTA, the Parties will discuss in good faith and agree on any changes required to the required working hours.

### **3. HAUL ROUTES**

The Parties will agree to haul routes reasonably necessary to facilitate Construction of the RCN Project. If a change is required to an agreed-to haul route, the Parties will negotiate in good faith on such change. The City permits issued to LACMTA will include provisions for maintenance and cleaning of the haul routes.

### **4. INTERRUPTIONS**

- (a) The Parties acknowledge that certain components of the work will require interruption of City services. The Parties will agree to a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed

necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.

- (b) LACMTA will Notify affected parties, including residents, businesses, and elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided in the event of an emergency, which Notification will occur as soon as reasonably practicable after the occurrence of the emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

## **5. WORK IN STREETS**

- (a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and the other public rights-of-way. Accordingly, LACMTA shall give the City at minimum, 14 days' advance written Notice where Construction work is to be performed in the public rights-of-way. All full or directional street closures shall require a minimum 14-day Notice.
- (b) LACMTA shall take all appropriate actions to ensure safe performance of the Construction work within the public rights-of-way. The City reserves the right to stop such work if public health and safety is or will be compromised by such work.
- (c) If LACMTA fails to perform any Construction work within the public rights-of-way in accordance with the Final Design under this LOA, then upon written Notice of the non-compliance from the City, LACMTA (directly or through its third-party contractor or consultant) must cure the non-compliance as soon as reasonably practicable.

## **6. TRAFFIC CONTROL AND LIGHTING**

LACMTA must provide the City at minimum, 15 days' prior Notice before conducting the traffic control and lighting work that will result in an interruption to service of traffic control devices or lighting systems, and LACMTA shall cooperate with the City to minimize such interruption.

## **7. CITY COMMUNICATION FACILITIES**

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, to minimize system downtime and minimize the City network traffic disruption.

## **8. TEMPORARY STREET CLOSURES**

Upon Notice of a proposed temporary street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings and Notify LACMTA of the requirements for the closures. LACMTA shall be responsible for any reasonable Costs associated with a requested street closure.

9. **TEMPORARY FACILITIES**

9.1 **LACMTA Facilities**

Temporary Facilities may be necessary to facilitate Construction of the RCN Project (including Improvements). The City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to construct the RCN Project. This shall include considering reasonable requests by LACMTA for LACMTA or its designee to use lands owned or controlled by the City for the erection and use of Temporary Facilities thereon, provided that the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

9.2 **City Facilities**

In the event that Temporary Facilities are necessary to effect Improvements being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon, provided that LACMTA shall first approve in writing the availability, location, and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the Improvements in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

10. **UNDERGROUND SERVICE ALERT**

Prior to any commencement of underground work by either Party, an underground service alert shall be notified in accordance with California law by such Party or its contractor ("**Underground Service Alert**").

## **PART C – LACMTA SUBMITTAL REVIEW PROCEDURE**

### **1. PREPARATION AND SUBMISSION OF DESIGN DOCUMENTATION**

For those Improvements where LACMTA is responsible for the Design work under the provisions of this LOA, LACMTA will:

- (a) prepare and submit all Design Documentation to the City:
  - (i) in packages in accordance with the schedule under the applicable design management plan defined by LACMTA and notified to the City (as may be updated and notified to the City from time to time); and
  - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City a reasonable opportunity to review the submitted Design Documentation;
- (b) ensure that the Design Documentation submitted for the Final Design:
  - (i) is of a level of detail to permit the City to determine whether the Design Documentation complies with this LOA and
  - (ii) highlights any material amendments made since any earlier LACMTA Submittal for Design;
- (c) invite the City to attend any over-the-shoulder design review Project Meetings to review design in a collaborative setting and allow for early review of LACMTA Submittals for Design for completeness, and to avoid delays associated with deficient or incomplete LACMTA Submittals, and the Project Meetings would be held prior to or immediately following a design submission;
- (d) if reasonably requested by the City, make available the appropriate design personnel to participate in design review meetings after submission of any LACMTA Submittal for Design for Improvements to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request; and
- (e) finalize the Basis of Design based upon the 30% Design Level plan sets as set out in Section 1.2(a).

### **2. REVIEW PROCEDURE**

- (a) **Continuity of Assigned Personnel:** The City agrees to assign qualified personnel with the capability and experience required to perform Design review and to maintain continuity of assigned personnel (including third-party contractors or consultants) to perform Design review where reasonably practicable.
- (b) **Design Review:** The City shall review LACMTA Submittals within the 15 Working Day LACMTA Submittal Review Period (or such longer time period as may be agreed to by the Parties).



- (c) **Completeness Review:** The City shall notify LACMTA, if applicable, within seven Working Days of receipt of a LACMTA Submittal if it considers (acting reasonably based on the preliminary review) that the LACMTA Submittal is incomplete or deficient for the City's review purposes and requires re-submission, together with a detailed description of the information that it deems to be missing or deficient. If no such Notice is delivered by the City within such period of seven Working Days, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.
- (d) The City shall (or must require that the relevant City Contractor) within the LACMTA Submittal Review Period:
  - (i) review the LACMTA Submittal; and
  - (ii) notify LACMTA, if applicable, that it:
    - (A) approves the LACMTA Submittal; or
    - (B) rejects the LACMTA Submittal with detailed reasons including all Compliance Comments.
- (e) All Compliance Comments shall be transmitted as annotations of LACMTA submittals via a Bluebeam review session established by LACMTA.
- (f) If no comments are received within the LACMTA Submittal Review Period (or such longer time period as may be agreed to by the Parties), the LACMTA Submittal shall be deemed complete and approved by the City.
- (g) The Parties acknowledge that the LACMTA Submittal review process set out in this Section 2 is intended to facilitate the LACMTA Submittal review process and be consistent (with necessary changes) with the LACMTA Guidelines on Enhanced Partnered Coordination and shall supersede the LACMTA Submittal / shop drawing review schedules specified in any standards referenced in this LOA.

### 3. **GROUNDINGS FOR OBJECTION OR COMMENT**

- (a) The City will only be entitled to reject a LACMTA Submittal under Section 2 (Review Procedure) if such LACMTA Submittal fails to comply with the requirements set out in this LOA, as specified in the City's Compliance Comments.
- (b) If the City rejects a LACMTA Submittal in accordance with Section 2 (Review Procedure), LACMTA must:
  - (i) address the Compliance Comments and resubmit the LACMTA Submittal for review; or
  - (ii) notify the City that it does not agree with the grounds for rejection.
- (c) The City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier LACMTA Submittals, or with any changes already agreed to by the City.

- (d) The City's approval of the Final Design for any Improvements will not be withheld if the relevant LACMTA Submittal is consistent with the most recent prior LACMTA Submittal for such Improvement, modified as appropriate to respond to the City's Compliance Comments on such earlier LACMTA Submittal (to the extent such comments were made in accordance with the provisions of this LOA) and to reflect any subsequent changes agreed to by the City and LACMTA.
- (e) Notwithstanding Section 3(c), the City may raise new comments at the Final Design stage of an Improvement as a consequence of Design changes made by LACMTA after the City's review of the most recent prior LACMTA Submittal of Designs for such Improvement.

4. **REQUEST FOR INFORMATION**

Either Party may submit to the other a request for information or clarification. Upon delivery of any such request, the receiving Party must provide the requested information if available to the other Party within seven Working Days of delivery of the request (or such longer period as the Parties may agree to having regard to the quantum of information requested).

### EXHIBIT 3

### FORM 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)			
Home Office Address					
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):			
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	<b>Direct Labor</b>	<b>Est. Hours</b>	<b>Rate Per Hour</b>	<b>Est. Cost</b>	<b>TOTAL</b>
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	<b>TOTAL DIRECT LABOR HOURS</b>	<b>0.00</b>	<b>TOTAL DIRECT LABOR</b>		<b>\$0.00</b>
6.	<b>Labor Overhead (O/H)</b>  NOTE: Labor O/H refers to indirect costs of any nature not already accounted for in the Direct Labor costs, including indirect labor costs arising from home and field office overhead, all taxes of any nature (unless accounted for elsewhere), all fringe benefits of any nature, incidental job burdens, and insurance, in each case to the extent not already accounted for under the Direct Labor costs.	<b>O/H Rate</b>	<b>x Base</b>	<b>Est. Cost</b>	
7.		0%		\$0.00	
8.	<b>TOTAL LABOR OVERHEAD</b>				<b>\$0.00</b>
9.	<b>Direct Material</b>			<b>Est. Cost</b>	
10.	<b>a. Purchase Parts</b>			\$0.00	
11.	<b>b. Subcontracted Items</b>			\$0.00	
12.	<b>c. Other</b>			\$0.00	
13.	<b>TOTAL DIRECT MATERIAL</b>				<b>\$0.00</b>

14	<b>Equipment</b>		<b>Unit Cost</b>	<b>Est. Cost</b>	
15			\$0.00	\$0.00	
16			\$0.00	\$0.00	
17	<b>TOTAL EQUIPMENT</b>				<b>\$0.00</b>
18	<b>Subcontractors*</b>			<b>Est. Cost</b>	
19				\$0.00	
20				\$0.00	
21				\$0.00	
22	<b>TOTAL SUBCONTRACTORS</b>				<b>\$0.00</b>
23	<b>TOTAL BURDENED COST (add lines 5, 8, 13, 17, and 22)</b>				<b>\$0.00</b>
24	<b>Other Direct Costs</b>			<b>Est. Cost</b>	
25				\$0.00	
26				\$0.00	
27				\$0.00	
28	<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>
29	<b>Travel</b>			<b>Est. Cost</b>	
30	<b>a. Transportation</b>			\$0.00	
31	<b>b. Per Diem or Subsistence</b>			\$0.00	
32	<b>TOTAL TRAVEL</b>				<b>\$0.00</b>
33	<b>General and Administrative Expenses</b>	<b>Rate %</b>	<b>% x Line 23</b>		
34		0%	\$0.00		
35	<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSES</b>				<b>\$0.00</b>
36	<b>TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)</b>				<b>\$0.00</b>
37	<b>Profit/ Fee</b>	<b>Total Labor and Overhead (line 5 + line 8)</b>	<b>Rate %</b>	<b>% x Total Labor and Overhead</b>	
38			0%	\$0.00	
39	<b>TOTAL FEE</b>				<b>\$0.00</b>
40	<b>TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)</b>				<b>\$0.00</b>

41	<b>Milestone /Task Number</b>	<b>Milestone/ Task</b>	<b>Hours</b>	<b>Completion Date</b>	<b>Payment Amount</b>	
42					\$0.00	
43					\$0.00	
44					\$0.00	
45		<b>TOTAL MILESTONES/TASKS (Must equal line 40)</b>				<b>\$0.00</b>
	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.					
46	Fill in applicable sections only					
47. Has any Agency of the United States Government, State government, local public agency, or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates, and general and administrative rates in connection with any public prime contract or subcontract within the past 12 months?    Yes    No    If yes, when? Reference Contract No.						
48.a. Agency Name/Address				48.b. Individual to contact/Telephone Number		
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.						
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.						
51. CERTIFICATE						
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has ____, has not ____, employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has ____, has not ____, paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.						
52. CERTIFICATE OF CURRENT COST OR PRICING DATA						
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____ * are accurate, complete, and current as of _____						

<p>**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.</p>		
<p>53. This proposal as submitted represents our best estimates and/or actual costs as of this date.</p>		
<p>54. Type Name and Title of Authorized Representative</p>		<p>Signature</p>
		<p>Date***</p>
55		<p>* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g., Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)</p>
56		<p>** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.</p>
57		<p>*** Insert the day, month, and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).</p>
<p>Form 60 Attachments (Applicable if Box is checked)</p>		
<p>Scope of Work Expanded Description for which Cost Estimate is based on:</p>		
1		
2		
3		
4		
<p>Schedule in which Scope of Work is based on:</p>		
1		
2		
3		
4		
<p>The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:</p>		
1		
2		
3		
4		
<p>Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:</p>		
1		
2		
3		
4		
<p>FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:</p>		
<p>1 CITY AS-BUILT RESEARCH BY CITY FOR TRANSPORTATION PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST</p>		

# AGENDA ITEM 2

## City of Bell Agenda Report

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DATE: November 12, 2025

TO: Mayor and Members of the City Council

FROM: John Oskoui, P.E., Interim Public Works Director  
Rey Alfonso, P.E., City Engineer

APPROVED BY: Michael L. Antwine II (e-signature)  
\_\_\_\_\_  
Michael L. Antwine II, City Manager

SUBJECT: Memorandum of Understanding for Maintenance and Operations of John Anson Ford Park Infiltration Cistern Project

### RECOMMENDATION:

It is recommended that the City Council read by title only, waive further reading and adopt Resolution No. 2025-66 titled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD AND VERNON FOR THE MAINTENANCE AND OPERATIONS OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN AND APPROVING THE APPROPRIATION OF \$14,410 FROM MEASURE W FUND (FUND 600) FOR THE CITY OF BELL'S SHARE OF THE COST FOR FISCAL YEAR 2025-2026**

### BACKGROUND:

The State of California Los Angeles Regional Water Quality Control Board (LARWQCB) adopted Board Order No. R4-2012-0175, Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the LA Coastal Watersheds of Los Angeles County (LA County MS4 Permit) effective December 28, 2012.

The LA County MS4 Permit regulates all surface water discharges from all municipal jurisdictions in the LA Coastal Watersheds of Los Angeles County. The cities, that are discharging to Reach 2 of the Los Angeles River, collectively agreed to form the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) to comply with certain provisions of LA County MS4 Permit. The City of Bell is a member of this group.

The LAR UR2 WMA Group informed the Los Angeles Regional Water Control Board of its intent to form the LAR UR2 WMA, and to collectively prepare a Reasonable Assurance Analysis (RAA), to guide development of the Watershed Management Plan (WMP) and a Coordinated Integrated Monitoring Program (CIMP) to track progress in attaining the LA County MS4 Permit objectives.

The LAR UR2 WMA Group's RAA and WMP identified six regional Best Management Practices

## AGENDA ITEM 2

(BMP) projects to meet the MS4 Permit numeric limits. The RAA and WMP identified the John Anson Ford Park Infiltration Cistern (JAF Park) Project as the highest BMP.

In 2018, the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon entered into a Sub-recipient Agreement with Gateway Regional Water Management Joint Powers Authority (GWMA) to administer the grant. The JAF project received grant funding for construction in the amount of \$9,904,842 requiring the cities to provide matching funds in the amount of \$1,100,538. The Sub-recipient Agreement requires the costs associated with operating and maintaining the JAF Park to be shared among the Sub-recipients.

### DISCUSSION:

In 2018, the City approved a Sub-Recipient Agreement Between the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the purpose of providing administrative support for the design, construction, maintenance and payment of the cost of the JAF Park Project.

Although the project site is in the City of Bell Gardens, it will benefit each of the other Sub-recipients, including the City of Bell, as it will facilitate their compliance with the WMP and compliance with the LA County MS4 Permit.

The 2018 Sub-Recipient Agreement has acknowledged the that the Sub-recipient cities will share in the cost according to a cost sharing formula and that the Sub-recipient cities will enter in an MOU outlining the parties' rights and obligations with respect to continued operation and maintenance of the JAF Park Project.

### CONFLICT OF INTEREST:

According to the State's "conflict of interest" laws, when a decision involves new infrastructure or more than mere maintenance, the distance from a councilmember's real property to the new infrastructure is key. For instance:

(a) A councilmember with an interest in real property "located 500 feet or less" from a proposed improvement may not participate in the vote. If the councilmember can show, with "clear and convincing evidence," that the improvement "will not have *any* measurable impact on the official property," then the conflict is overcome, and the councilmember may participate in the vote. (2 CCR §18702.2(a)(7).)

(b) A councilmember with an interest in real property located "more than 500 feet but less than 1,000 feet" from a proposed improvement may participate in the vote unless the improvement will change the councilmember's property's: (i) development potential; (ii) income producing potential; (iii) highest and best use; (iv) market value; or (v) character by substantially altering traffic levels, intensity of use, parking, view, privacy, noise levels, or air quality. (2 CCR §18702.2(a)(8).)

(c) A councilmember with an interest in real property located 1,000 feet or more from the improvement may participate in the vote, because it is presumed that no conflict exists. But this presumption may be rebutted with "clear and convincing evidence" that the improvement will have a "substantial effect" on the property. (2 CCR §18702.2(b).)



## AGENDA ITEM 2

However, please be advised that there are three (3) exceptions that overrides all of the above:

(1) **Maintenance of Existing Infrastructure:** The maintenance of already existing infrastructure does not create a material conflict of interest for any councilmember, including those who own or have an interest in real property in the vicinity. (2 CCR §18702.2(d)(1).

(2) **No Disproportionate Impact:** Regardless of the distance between the improvement and the real property, no conflict exists if the improvement does not provide a benefit or detriment to the councilmember's property that is "disproportionate to other properties" receiving the services. (2 CCR §18702.2(6).

(3) **Public Generally Exception:** If a decision's impact on the councilmember's real property is indistinguishable from the decision's impact on the "public generally," the councilmember may participate in the vote. An "indistinguishable impact" is defined here as a change impacting a "significant segment of the public" as determined by either:

(a) 25% of: (i) businesses or non-profits; (ii) real property; or (iii) the individual people in the councilmember's district; or

(b) 15% of the real residential property within the councilmember's district, so long as the only property at issue for the councilmember is their residence.

### FISCAL IMPACT:

The City's annual share in the cost of operations and maintenance of the John Anson Park Infiltration Cistern Project is estimated at \$14,410 which includes a 10 percent contingency. The cost can be covered by Measure W Fund. Measure W funds stormwater initiatives that improve water quality, increase local water supply, and provide community benefits, like green spaces and parks.

There is no impact on the General Fund.

### ATTACHMENTS:

- 1) Resolution No. 2025-66
- 2) Exhibit A- Memorandum of Understanding Maintenance and Operations of John Anson Ford Park Infiltration Cistern Project

**RESOLUTION NO. 2025-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITIES OF BELL, BELL GARDENS, COMMERCE, CUDAHY, HUNTINGTON PARK, MAYWOOD AND VERNON FOR THE MAINTENANCE AND OPERATIONS OF THE JOHN ANSON FORD PARK INFILTRATION CISTERN AND APPROVING THE APPROPRIATION OF \$14,410 FROM MEASURE W FUND (FUND 600) FOR THE CITY OF BELL'S SHARE OF THE COST FOR FISCAL YEAR 2025-2026**

**WHEREAS**, the City of Bell (City) is subject to the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the LA Coastal Watersheds of Los Angeles County (LA County MS4 Permit); and

**WHEREAS**, the City agreed to participate to collectively form the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA); and

**WHEREAS**, the cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon (collectively the "Cities") entered into an Agreement on April 29, 2013 to develop a Water Management Plan (WMP) and a Coordinated Integrated Monitoring Plan (CIMP) for the LAR UR2 WMA to comply with the LA County MS4 Permit; and

**WHEREAS**, the LAR UR2 Reasonable Assurance Analysis (RAA) and the WMP identified six regional Best Management Practices projects, estimated to cost a total of \$210 million, and an additional \$90 million in residential and commercial LID street renovations that may need to be implemented to achieve Permit numeric limits; and

**WHEREAS**, the LAR UR2 RAA and WMP identified the John Anson Ford Park Infiltration Cistern (JAF Park) Project as the highest priority BMP; and,

**WHEREAS**, the Cities sought funding of the JAF Park; and

**WHEREAS**, while the JAF Park Project is located in the City of Bell Gardens, it will benefit each of the Cities, as it will facilitate compliance with the WMP; and

**WHEREAS**, on January 15, 2018, the Cities entered into a Sub-recipient Agreement with Gateway Water Management Authority (GWMA) to provide for funding the administrative support for the design, construction, maintenance and operation costs of the Project in compliance with the Grant Agreement and for payment of the local match. Section 1.9 of the Sub-Recipient Agreement provides the Cities to share the costs of the maintenance and operation of the Project based upon a pre-determined percentage share.

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

**SECTION 1.** The City Council hereby approves the "Memorandum of Understanding Maintenance and Operations of John Anson Ford Park Infiltration Cistern Project (MOU)," attached hereto as Exhibit "A" to this Resolution.

**SECTION 2.** The City Council authorizes the Mayor and City Manager to execute any and

all documents related to the MOU approved in Section 1 and expenditure of funds related to this project.

**SECTION 3.** The City Council approves the appropriation of \$13,100 from Measure W Fund (Fund 600) to Account 600-74-73-0000-000-7755 Special Departmental Expense.

**SECTION 4.** The City Clerk shall attest to the passage of the Resolution and it shall thereupon be in full force and effect.

**PASSED, ADOPTED AND APPROVED** this 12<sup>th</sup> day of November 2025.

\_\_\_\_\_  
Ali Saleh, Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
Dave 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 12<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Angela Bustamante, City Clerk

**Memorandum of Understanding  
Maintenance and Operations of  
John Anson Ford Park Infiltration Cistern Project**

This Agreement is made and dated this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon (collectively the “Cities”) for the maintenance and operations of the John Anson Ford Park Infiltration Cistern Project.

**WHEREAS**, the State of California Los Angeles Regional Water Quality Control Board (LARWQCB) adopted Board Order No. R4-2012-0175, Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the LA Coastal Watersheds of Los Angeles County (LA County MS4 Permit) effective December 28, 2012; and

**WHEREAS**, the LA County MS4 Permit regulates all surface water discharges from all municipal jurisdictions in the LA Coastal Watersheds of Los Angeles County; and

**WHEREAS**, the LA County MS4 Permit allows permittees the option to develop either a Watershed Management Plan or an Enhanced Watershed Management Plan for implementation of the permit requirements on a watershed schedule through customized strategies, control measures, and Best Management Practices (BMPs) to comply with Part V.A (Receiving Water Limitations), Part VI.E and Attachments L through R (Total Maximum Daily Load Provisions), by customizing the control measures in Parts III.A (Prohibitions – Non-Storm Water Discharges) and VI.D (Minimum Control Measures), except the Planning and Land Development Program of the LA County MS4 Permit; and

**WHEREAS**, the Cities lie exclusively within the Los Angeles River Watershed and each permittee discharges to Reach 2 of the Los Angeles River, a concrete-lined river channel and the Cities of Bell Gardens and Commerce also drain southeast to the Rio Hondo, a concrete-lined tributary channel to Reach 2 of the Los Angeles River; and

**WHEREAS**, the Cities agreed to collectively form the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) defined as the drainage area made up of the Cities collective boundaries; and

**WHEREAS**, the Cities entered into an Agreement on April 29, 2013 to develop a WMP and a Coordinated Integrated Monitoring Plan (CIMP) for the LAR UR2 WMA to comply with the LA County MS4 Permit; and

**WHEREAS**, the Cities on June 27, 2013 submitted a Notice of Intent (NOI) letter, to the LARWCB Executive Officer, announcing the formation of the LAR UR2 WMA Group, and their intent to prepare a Reasonable Assurance Analysis (RAA), to guide development of the WMP Plan, and a Coordinated Integrated Monitoring Program (CIMP) Plan to track progress in attaining the LA County MS4 Permit objectives, through the Adoptive Management Process (AMP) identified within LA County MS4 Permit Part VI.C.8.a; and

**WHEREAS**, the Cities submitted a RAA and WMP to the LARWQCB on June 26, 2014; and

**WHEREAS**, the LARWCB gave final approval of the LAR UR2 WMA RRA and WMP on August 13, 2015; and

**WHEREAS**, the LAR UR2 RAA and WMP identified six regional BMP projects, estimated to cost a total of \$210 million, and an additional \$90 million in residential and commercial LID street renovations that may need to be implemented to achieve Permit numeric limits; and

**WHEREAS**, the LAR UR2 RAA and WMP identified the John Anson Ford Park Infiltration Cistern (JAF Park) Project as the highest priority BMP; and

**WHEREAS**, the cost of the JAF Park Project is beyond the Cities' budget, the Cities sought outside funding support for its construction; and

**WHEREAS**, in May 2013 the Cities entered into a Memorandum of Understanding with the Los Angeles Gateway Regional Water Management Joint Powers Authority (GWMA) for GWMA to act as lead agency for applying to the State Water Resources Control Board (Water Board) for a Grant to fund the planning, design, and construction of the Project; and

**WHEREAS**, on January 15, 2018 the Cities entered into a Sub-recipient Agreement with GWMA to provide for funding the administrative support for the design, construction, maintenance and operation costs of the Project in compliance with the Grant Agreement and for payment of the local match. Section 1.9 of the Sub-Recipient Agreement provides for the Cities to share the costs of the maintenance and operation of the Project based upon a pre-determined percentage share; and

**WHEREAS**, on January 2018 the State Board executed an Agreement with GWMA for the JAF Park Infiltration Cistern: Phase I in the amount of \$9,904,842 requiring the Cities to provide matching funds in the amount of \$1,100,538; and

**WHEREAS**, the Sub-recipient Agreement requires Bell Gardens to maintain and operate the Project throughout its useful life as required in the Grant Agreement and WMP; and

**WHEREAS**, the Sub-recipient Agreement requires the costs associated with operating and maintaining the Project shall be paid by each Sub-recipient in accordance with each Sub-recipients' individual Percentage Share for the useful life of the Project as defined in the Grant Agreement.

**NOW THEREFORE**, in consideration of the mutual terms and conditions in this Agreement the parties agree as follows:

1. The City of Bell Gardens shall maintain and operate the JAF Park Infiltration Cistern Project throughout its useful life.
2. The City of Bell Gardens shall prepare and submit an annual budget for the purposes of funding the maintenance and operations of the JAF Park Infiltration Cistern Project.
3. The City of Bell Gardens shall submit invoices annually to each of the Sub-recipient Cities for the annual maintenance and operations costs of the JAF Park Infiltration Cistern Project in the individual Sub-recipient City's Percentage Share of the annual costs as further defined in the Attachment to this Agreement.
4. Each Sub-recipient City shall pay the invoice submitted by the City of Bell Gardens within 60 days of the invoice date.

**IN WITNESS WHEREOF**, the Parties have caused this document to be fully executed with all formalities required by the laws of the State of California. The parties are signing this Agreement as of the date stated in the introductory clause.

[Signatures for Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, and Vernon begin on next page]

City of Bell  
a California municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_

Name: David J. Aleshire

Title: City Attorney

## Attachment 1

The Watershed permittees of each UR2 Watershed City shall pay an equal one seventh (1/7<sup>th</sup>) share of fifty percent (50%) of the annual cost and each Watershed permittee shall pay its pro-rate share, based on its percentage of land area of the total UR2 Watershed Area of fifty percent (50%) of the annual cost provided in Table 1.

Watershed City	Land Area in square miles	Percentage of Total Land Area
Bell	2.64	11.90%
Bell Gardens	2.49	11.22%
Commerce	6.57	29.61%
Cudahy	1.12	5.05%
Huntington Park	3.03	13.65%
Maywood	1.18	5.32%
Vernon	5.16	23.25%
TOTAL	22.19	100%



# UNDER SEPARATE COVER

## AGENDA ITEM NO. 3

3. Approval of a Purchase and Sale Agreement between the City of Bell and Blended Seven, LLC. for certain real property located at 4850 Gage Avenue. (Council)

**Recommendation:** *It is recommended that the City Council read by title only, waive further reading and adopt Resolution 2025-67 titled:*

**A RESOLUTION OF THE CITY COUNCIL OF THE OF THE CITY OF BELL, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF BELL AND BLENDED SEVEN, LLC. FOR CERTAIN PROPERTY LOCATED AT 4850 GAGE AVENUE IN THE CITY OF BELL**