



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, FEBRUARY 26, 2024, 6:00 PM
AGENDA

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

The meeting will be held at Bell Gardens City Hall in the Council Chambers. The public may attend the meeting in-person or virtually as instructed below. You may view the meeting live on the City's website at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings>.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the City Clerk's office by telephone at 562-806-7704 or via email to CityClerkDesk@bellgardens.org no later than 72-hours before the scheduled meeting.

PUBLIC PARTICIPATION: The members of the public may address the City Council / Agency Members on any item listed on the agenda or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments for non-agenda items will be limited to a total of 30 minutes. Public comments can be made by any of the following ways:

IN-PERSON: Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to three (3) minutes for each designated public comment period(s) per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the City Council / Agency Members should do so by submitting a "Public Comment Card" card by 5:00 p.m. for Closed Session items and by 6:00 p.m. for all other designated public comment periods as listed.

BY TELEPHONE: Phone Number: (669)900-9128 Webinar ID: [813 3236 4343#](#) Passcode: [2021#](#)
To address the City Council press *9 to raise your hand then *6 to unmute yourself when instructed.

VIRTUALLY LIVE: Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: [813 3236 4343](#) Passcode: [2021](#)
Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

WRITTEN COMMENTS: Public comments may be emailed to PublicComments@bellgardens.org or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the members of the City Council / Agency Members prior to consideration of the agenda, please submit

comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

PUBLIC HEARING: Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS

Gabriela Gomez, Council Member / Agency Member
Maria Pulido, Council Member / Agency Member
Francis De Leon Sanchez, Council Member / Agency Member
Marco Barcena, Mayor Pro Tem / Vice Chair
Jorgel Chavez, Mayor / Chair

PRESENTATIONS

- **WOMEN'S HISTORY MONTH**
- **CERTIFICATE OF RECOGNITION - NMS WAFFLE AND GRILL**

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY

During this time, the members of the public may address the City Council / Successor Agency regarding any items within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to 3 minutes per person subject to an overall 30-minute period for non-agenda items. Government Code Section 54590 prohibits the City Council / Successor Agency from taking action or engaging in discussion on a specific item unless it appears on the agenda.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

During this time, the members of the public may address the City Council / Agency Members regarding any items listed on the agenda. Public comments are limited to 3 minutes per person.

CITY MANAGER'S REPORT

CONSENT CALENDAR (Item Nos. 1 - 9)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action.

Items called for separate discussion will be heard as the next order of business.

1. **GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934**

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. **APPROVAL MINUTES OF FEBRUARY 12, 2024 CITY COUNCIL CLOSED SESSION AND CITY/ SUCCESSOR AGENCY JOINT MEETINGS**

Approve the minutes of the February 12, 2024 City Council Closed Session and City/Successor Agency Joint Meetings.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the February 12, 2024 Closed Session and City/Successor Agency Joint Meetings.

3. **WARRANT REGISTERS AND WIRE TRANSFERS**

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 01/23/2024, 01/25/2024, 01/30/2024 and 02/06/2024.

4. **WARRANT REGISTER SUCCESSOR AGENCY**

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 02/06/24.

5. **JANUARY 2024 TREASURER'S REPORT**

The Treasurer's Report is a list of cash, investment portfolio and restricted bond cash held by the City.

Recommendation:

It is recommended that the City Council receive, approve, and file the January 2024 Treasurer's Report.

6. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR AS-NEEDED BUILDING INSPECTION AND PLAN CHECK SERVICES

Award of professional services agreement for as-needed building inspection and plan check services.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution;
2. Authorize the City Manager to execute a Professional Services Agreement with BPR Consulting Group, LLC to provide as-needed building inspection and plan check services, subject to City Attorney approval as to form; and
3. Appropriate \$100,000.00 to fund as-needed services through Fiscal Year 2023-2024.

7. APPROVAL OF SAFE STREETS AND ROADS FOR ALL PROGRAM FUNDING AGREEMENT

Consideration of a Resolution approving a Safe Streets and Roads for All Program Funding Agreement with the Los Angeles County Metropolitan Transportation Authority.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution approving the Safe Streets and Roads for All Program Funding Agreement with the Los Angeles County Metropolitan Transportation Authority;
2. Authorize the City Manager to execute the Safe Streets and Roads for All Program Funding Agreement; and
3. Appropriate \$50,132.25 of Gas Tax funds as the City's local match.

8. INSTALLATION OF SPEED HUMPS ON IRA AVENUE BETWEEN CLARA STREET AND GOTHAM STREET

Consideration of the installation of speed humps on Ira Avenue between Clara Street and Gotham Street.

Recommendation:

It is staff's recommendation that the City Council authorize the installation of two speed humps on Ira Avenue between Clara Street and Gotham Street.

9. ACCEPTANCE OF VARIOUS ALLEY IMPROVEMENTS PROJECT (CIP NO. 3930) AS COMPLETE

Consideration of acceptance of the Various Alley Improvements Project as complete.

Recommendation:

It is staff's recommendation that the City Council:

1. Accept the Various Alley Improvements Project (CIP No. 3930) as complete; and
2. Authorize staff to file the Notice of Completion.

DISCUSSION (Item Nos. 10 - 12)

10. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

Recommendation:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

11. NATIONAL BIKE DAY EVENT AND BICYCLE MARKING IMPROVEMENTS

Review of event logistics and details for the National Bike Day Event and Bicycle Marking Improvements.

Recommendation:

It is staff's recommendation that the City Council receive and file this report.

12. CONSIDERATION AND POSSIBLE APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT WITH CITY FOR CONTINUED APPOINTMENT OF EMPLOYEE AS CITY MANAGER

Pending Closed Session Discussion and Deliberation City Council will consider and possibly approve the City Manager Employment Agreement with the City.

Recommendation:

It is recommended that the City Council approve an employment agreement with City Manager, Michael B. O'Kelly for continued City Manager employment to be made available to the public before consideration of this agenda item. The salient terms of the employment agreement will be disclosed to the public before approval of this item, as required by Government Code Section 54953(c)(3).

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

ADJOURNMENT

Daisy Gomez, City Clerk

Agenda posted on February 22, 2024.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 1.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Daisy Gomez, City Clerk
SUBJECT:	GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

BACKGROUND/DISCUSSION:

In order to expedite the conduct of business at Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the Council supports the motion waiving the full reading. Most California cities adopt a standard motion at the beginning of each meeting in order to effectuate this waiver.

Since most of the Ordinances introduced and adopted consist of multiple pages of technical language, reading by title only allows the Council to eliminate the communication of redundant information and attend to other matters during the meetings. Otherwise, the entire Ordinance language will have to be read in full.

CONCLUSION:

Allowing ordinances to be read by title only, according to California State Law, will expedite the conduct of business at Council Meetings.

FISCAL IMPACT:

No fiscal impact.

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 2.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, Executive Director
BY:	Daisy Gomez, City Clerk
SUBJECT:	APPROVAL MINUTES OF FEBRUARY 12, 2024 CITY COUNCIL CLOSED SESSION AND CITY/ SUCCESSOR AGENCY JOINT MEETINGS
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council approve the minutes of the February 12, 2024 Closed Session and City/Successor Agency Joint Meetings.

BACKGROUND/DISCUSSION:

Every Closed Session and City/Successor Agency Joint Meetings the City Clerk documents the actions made by the Agency Members/City Council.

CONCLUSION:

If approved, the minutes of the Closed Session and City/Successor Agency Joint Meetings will be archived in the City Clerk's Office.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of February 12, 2024 Regular City Council/Successor Agency Joint Meeting

Exhibit 2 - Minutes February 12, 2024 Closed Session

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, FEBRUARY 12, 2024, 6:00 PM
MINUTES

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

PUBLIC PARTICIPATION: The members of the public may address the City Council / Agency Members on any item listed on the agenda or on matters which are not listed on the agenda but are within the subject matter jurisdiction of the City Council / Successor Agency. Public comments are limited to three (3) minutes per person for each designated public comment period(s). Public comments for non-agenda items will be limited to a total of 30 minutes. Public comments can be made by any of the following ways:

IN-PERSON: Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to three (3) minutes for each designated public comment period(s) per speaker, unless a different time is announced by the presiding chair. Speakers who wish to address the City Council / Agency Members should do so by submitting a "Public Comment Card" card by 5:00 p.m. for Closed Session items and by 6:00 p.m. for all other designated public comment periods as listed.

BY TELEPHONE: Phone Number: (669)900-9128 Webinar ID: 813 3236 4343# Passcode: 2021#
To address the City Council press *9 to raise your hand then *6 to unmute yourself when instructed.

VIRTUALLY LIVE: Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: 813 3236 4343 Passcode: 2021
Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

WRITTEN COMMENTS: Public comments may be emailed to PublicComments@bellgardens.org or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution to the members of the City Council / Agency Members prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council / Successor Agency and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

PUBLIC HEARING: Public participation will be separately called for the public to provide comments at the time of each public hearing item. Speakers who wish to provide a comment should do so by submitting a "Public Comment Card" to the staff liaison, clerk, prior to the designated public comment period.

CALL TO ORDER

The Council Members of the City of Bell Gardens City Council/Successor Agency held a Joint Regular meeting on February 12, 2024, in the Council Chambers, 7100 Garfield Avenue, Bell Gardens, CA with Mayor Jorgel Chavez presiding. Mayor Jorgel Chavez called the joint meeting to order at 6:11 p.m.

INVOCATION

The invocation was given by Minister Daniel Anguiano.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Manager Michael O'Kelly.

ROLL CALL OF CITY COUNCIL MEMBERS / SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION MEMBERS

Present:

Gabriela Gomez, Agency Member/Council Member
Francis De Leon Sanchez, Agency Member/Council Member
Marco Barcena, Vice Chair/Mayor Pro Tem
Jorgel Chavez, Chair/Mayor

Absent:

Maria Pulido, Agency Member/Council Member

PRESENTATIONS

• GATEWAY CITIES COUNCIL OF GOVERNMENTS ENERGY ACTION AWARD

Hector De La Torre, Executive Director of the Gateway Cities Council of Governments, provided a brief presentation and presented an award to the City of Bell Gardens.

• RECOGNIZING BLACK HISTORY MONTH

Mayor Jorgel Chavez read the certificate of recognition.

PUBLIC COMMENTS ON NON-AGENDA ITEMS UNDER THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL / SUCCESSOR AGENCY

City Clerk Daisy Gomez announced that there were no comments provided.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

City Clerk Daisy Gomez announced that there were eleven (11) written comments received.

Michelle Pinion spoke in support of Item Nos. 9 and 11.

Jocelyn DelReal spoke in support of Item Nos. 9 and 11.

Mirna Torres provided documentation distributed to the full Council and spoke in favor to modify Ordinance No. 925.

Melody Cuevas spoke in opposition to rent stabilization.

Margarita Revuelta spoke in support to rent stabilization as is.

Cassandra spoke in support to rent stabilization as is.

Maria Martinez spoke in support to rent stabilization as is.

Jesus Rojas spoke in support to modify Ordinance No. 925.

Brook Ervin spoke in support to rent stabilization as is.

Jose Sanchez spoke in support to rent stabilization as is.

Irma Lopez spoke in support to modify Ordinance No. 925.

Ciro Alvarez spoke in support to modify Ordinance No. 925.

Rogelio Rodriguez spoke in support to modify Ordinance No. 925.

Norma Cabral spoke in support to modify Ordinance No. 925.

Lilia Chavez spoke in support of rent stabilization as is.

Abraham Rios spoke in support to modify Ordinance No. 925.

Raul Nevarez spoke in support to modify Ordinance No. 925.

Gladis Velazquez spoke in support to modify Ordinance No. 925.

Guadalupe Medina Urias spoke in support of rent stabilization as is.

Raul Godinez spoke in support to modify Ordinance No. 925.

Doris Serrano spoke in support of rent stabilization as is.

Martin Hernandez spoke in support to modify Ordinance No. 925.

Nicolas Patino-Villalpando spoke in support of rent stabilization as is.

Linda Castellanos spoke in support to modify Ordinance No. 925.

Omar spoke in support to modify Ordinance No. 925.

Catalina spoke in support to modify Ordinance No. 925.

Jonathan Jager spoke in support of rent stabilization as is.

CITY MANAGER'S REPORT

City Manager Michael O'Kelly provided a brief report.

CONSENT CALENDAR (Item Nos. 1 - 9)

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council / Successor Agency request specific items to be removed from the Consent Calendar for separate action. Items called for separate discussion will be heard as the next order of business.

A motion was made by Mayor Pro Tem Marco Barcena seconded by Councilmember Gabriela Gomez to approve Consent Calendar Item Nos. 1 - 9.

The motion carried 4-0-1 with the following vote for Item Nos. 1 - 8:

AYES: Gomez, Sanchez, Barcena, Chavez
NOES: None
ABSENT: Pulido
ABSTAIN: None

The motion carried 3-1-1 with the following vote for Item No. 9:

AYES: Gomez, Barcena, Chavez
NOES: Sanchez
ABSENT: Pulido
ABSTAIN: None

1. GENERAL MOTION TO WAIVE FULL READING AND APPROVE ORDINANCES BY TITLE ONLY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 36934

In order to expedite the conduct of business at City Council meetings, California State Law (California Government Code Section 36934) allows Ordinances to be read by title if a majority of the legislative body supports the motion to waive the full reading.

Recommendation:

It is staff's recommendation that the City Council approve a general motion to waive full reading and approve Ordinances by title only pursuant to California Government Code Section 36934.

2. APPROVAL MINUTES OF JANUARY 22, 2024 CITY COUNCIL CLOSED SESSION AND CITY/ SUCCESSOR AGENCY JOINT MEETINGS

Approve the minutes of the January 22, 2024 City Council Closed Session and City/Successor Agency Joint Meetings.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the January 22, 2024 Closed Session and City/Successor Agency Joint Meetings.

3. WARRANT REGISTERS AND WIRE TRANSFERS

In approving the action of receiving and filing the warrant registers, the official minutes of the Bell Gardens City Council should state that each individual member of the City Council is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same council member, or pays for any costs or expenses, or otherwise benefits the same named council member. Each council member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named council member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 01/11/2024 and 01/16/2024.

4. WARRANT REGISTER SUCCESSOR AGENCY

In approving the action of receiving and filing the warrant registers, the official minutes of the Successor Agency should state that each individual member of the Successor Agency is not voting on, influencing the outcome of, or participating in approving, accepting, receiving or filing any warrant which bears the name of the same Successor Agency Member, or pays for any costs or expenses, or otherwise benefits the same named Successor Agency Member. Each Successor Agency Member will not be participating, influencing or voting on any such warrant bearing their name or which benefits the same named Successor Agency Member, but with that exception is voting in favor of receiving and filing all other warrants contained in this report, unless otherwise noted on the record at the time of the approval of the action required by this report.

Recommendation:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 01/16/24.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, UPDATING THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN AND APPROVING A BUDGET APPROPRIATION TO ESTABLISH / AMEND STAFF POSITIONS IN THE COMMUNITY DEVELOPMENT DEPARTMENT FOR THE IMPLEMENTATION OF THE RENT STABILIZATION AND TENANT EVICTION PROTECTIONS PROGRAM AS ESTABLISHED BY ORDINANCE NO. 925

Adopt the updated Citywide Classification and Compensation plan and approval of Class Specifications in the Community Development Department to properly support and implement the Bell Gardens Rent Stabilization Program as established by Ordinance No. 925.

Recommendation:

It is recommended that the City Council:

1. Establish the positions of Housing Specialist II, Housing Programs Supervisor, and Housing Inspector/Code Enforcement Officer;
2. Amend the title of Director of Community Development to Deputy City Manager / Director of Community Development;
3. Update the job specification of Housing Specialist to reflect updated chain-of-command; and
4. Adopt the attached Resolution establishing the salary range of the newly established positions and reflecting recommended position title amendments.

Resolution No. 2024-06 was approved.

6. **APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT BIDS FOR THE SOIL REMEDIATION PROJECT AT THE FORMER BERK OIL SITE (CIP NO. 3927)**

The plans and specifications for the Soil Remediation Project at the former Berk Oil Site have been prepared. Approval of this item will allow the City to advertise the project for bids.

Recommendation:

It is staff's recommendation that the City Council:

1. Approve plans and specifications for the Soil Remediation Project at the former Berk Oil Site; and
2. Authorize staff to solicit competitive bids and publish the Notice Inviting Sealed Bids.

7. **AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES**

Consideration of a Resolution to approve a Professional Services Agreement with Bowman Infrastructure Engineers Ltd. for Municipal Engineering Services.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution; and
2. Authorize the City Manager to execute a Professional Services Agreement with Bowman Infrastructure Engineers Ltd. (Bowman Infrastructure) for ongoing as-needed Municipal Engineering Services, subject to City Attorney approval as to form.

Resolution No. 2024-07 was approved.

8. **CALIFORNIA OFFICE OF EMERGENCY SERVICES ALLOTMENT APPROVAL**

The California 9-1-1 Emergency Communications Branch awarded the Bell Gardens Police Department an allotment of funds from the Governor's Office, which oversees the California Office of Emergency Services (CAL OES). The funds are to be used to complete state mandated upgrades to the Police Department's Dispatch center.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution accepting funds from the California Office of Emergency Services (CAL OES) and appropriate these funds for use by the Bell Gardens Police Department.

Resolution No. 2024-08 was approved.

9. **A RESOLUTION DECLARING A CLIMATE EMERGENCY AND ENDORCING THE CALL FOR A GLOBAL FOSSIL FUEL NON-PROLIFERATION TREATY**

Approval of a Resolution declaring a climate emergency and endorsing the call for a global fossil fuel non-proliferation treaty.

Recommendation:

It is the staff's recommendation that the City Council adopt a Resolution declaring a climate emergency and endorsing the call for a global fossil fuel non-proliferation treaty.

Resolution No. 2024-09 was approved.

DISCUSSION (Item Nos. 10 - 11)

Mayor Jorgel Chavez recessed the meeting at 7:54 p.m. and reconvened the meeting at 8:05 p.m.

10. LOCAL COMMISSIONS APPOINTMENT LIST

The Local Commissions Appointments List outlines the City of Bell Gardens Commissions and Commissioners. Per the Bell Gardens Municipal Code, City Commissions consist of Bell Gardens residents appointed by each member of the City Council. Council Members may remove commissioners during any regular City Council meeting and may appoint commissioners following 10 working days after the posting of the vacancy notice.

Recommendation:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

No action was taken.

11. UPDATE ON CITY RENT STABILIZATION AND TENANT EVICTION PROTECTIONS ORDINANCE (BGMC CHAPTERS 5.62 AND 5.63)

Update on the City's Rent Stabilization and Tenant Eviction Protections Ordinance No. 925 pertaining to BGMC Chapters 5.62 and 5.63.

Recommendation:

It is staff's recommendation that the City Council discuss and consider one of the following actions:

1. Receive and file this report and take no further action; or
2. Direct staff to further analyze BGMC Chapters 5.62 and 5.63 and bring back recommended amendments at a noticed public hearing.

Gustavo Romo, Director of Community Development, provided a presentation.

A motion was made by Mayor Pro Tem Marco Barcena, seconded by Councilmember Gabriela Gomez to receive and file this item.

The motion carried 3-1-1 with the following vote:

AYES: Gomez, Barcena, Chavez

NOES: Sanchez

ABSENT: Pulido

ABSTAIN: None

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

Members of the Council and Successor Agency made community announcements and comments.

ADJOURNMENT

Mayor Jorgel Chavez adjourned the meeting at 8:40 p.m.

Daisy Gomez, City Clerk

Agenda posted on February 8, 2024.



**CITY OF BELL GARDENS
CITY COUNCIL
REGULAR MEETING – CLOSED SESSION
MONDAY, FEBRUARY 12, 2024
5:00 PM
MINUTES**

LOCATION: CITY COUNCIL CHAMBERS, 7100 GARFIELD AVENUE, BELL GARDENS, CA 90201

The meeting will be held at Bell Gardens City Hall in the Council Chambers. The public may attend the meeting in person or virtually as instructed below. You may view the meeting live on the City's website at <https://www.bellgardens.org/i-want-to/watch-city-council-meetings>.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the City Clerk's office by telephone at 562-806-7704 or via email to CityClerkDesk@bellgardens.org no later than 72-hours before the scheduled meeting.

PUBLIC PARTICIPATION: The members of the public may address the City Council on any item listed on the agenda. Public comments are limited to three (3) minutes. Public comments for non-agenda items will be limited to a total of 30 minutes. Public comments can be made by any of the following ways:

IN-PERSON: Members of the public can provide in-person comments at the podium in the Council Chamber. The Council Chambers will have seating available for members of the public to attend the meeting in person, subject to capacity limits. Public comments are limited to (3) minutes per speaker, unless different time is announced by the presiding chair. Speakers who wish to address the City Council should do so by submitting a "Public Comment Card" by 5:00 pm.

BY TELEPHONE: Phone Number: [\(669\)900-9128](tel:6699009128) Webinar ID: [813 3236 4343#](#) Passcode: [2021#](#) To address the City Council press [*9](#) to raise your hand then [*6](#) to unmute yourself when instructed.

VIRTUALLY LIVE: Members of the public may participate via Zoom by <https://zoom.us/join> and entering the Zoom Meeting ID: [813 3236 4343](#) Passcode: [2021](#)

Comments may also be made via the Zoom app by using the "Raise Hand" feature when it is your turn to speak the host will unmute you. Comments will not be accepted in the QandA Chat function of the zoom app.

WRITTEN COMMENTS: Public comments may be emailed to PublicComments@bellgardens.org or mailed to: City Clerk's Office, 7100 Garfield Ave., Bell Gardens, CA 90201. To ensure distribution

to the members of the City Council prior to consideration of the agenda, please submit comments no later than one (1) hour prior to the meeting. Those comments, as well as any comments received after, will be distributed to the members of the City Council and will be part of the official public record of this meeting.

For more information, you may contact the City Clerk's office during regular business hours 7:30 a.m. to 6:00 p.m., Monday through Thursday at (562) 806-7704.

CALL TO ORDER

The Council Members of the City of Bell Gardens City Council held a regular meeting on February 12, 2024, in the Council Chambers, 7100 Garfield Avenue, Bell Gardens, CA with Mayor Jorgel Chavez presiding at 5:11 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Gabriela Gomez, Agency Member/Council Member
Francis De Leon Sanchez, Agency Member/Council Member
Marco Barcena, Vice Chair/Mayor Pro Tem
Jorgel Chavez, Chair/Mayor

Absent: Maria Pulido, Agency Member/Council Member

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

City Clerk Daisy Gomez announced that there were no written comments and no public comments were provided.

CLOSED SESSION (Item Nos. 1 - 3):

City Attorney Stephanie Vasquez announced the Closed Session items. The City Council recessed into closed session at 5:12 p.m. to discuss the items listed on the agenda.

1. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 SUBDIVISION (D)(2)

One (1) Matter

2. PURSUANT TO GOVERNMENT CODE SECTION 54957 – ANNUAL PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO TERMS OF AGREEMENT

Title: City Manager

**3. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE
WITH LABOR NEGOTIATOR**

City Designated Representative: Stephanie Vasquez, City Attorney

Unrepresented Employee: City Manager

CLOSED SESSION REPORT

The City Council reconvened to open session at 6:09 p.m., City Attorney Stephanie Vasquez announced that there was no reportable action.

ADJOURNMENT

Mayor Jorge Chavez adjourned the meeting at 6:11 p.m.

Daisy Gomez, City Clerk

Agenda was posted on February 8, 2024.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 3.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance & Administrative Services
SUBJECT: **WARRANT REGISTERS AND WIRE TRANSFERS**
DATE: February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 01/23/2024, 01/25/2024, 01/30/2024 and 02/06/2024.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 01/23/2024, 01/25/2024, 01/30/2024 and 02/06/24. The warrant registers, wire transfers, and net payrolls reflect the financial obligations of the City for the above referenced dates.

CONCLUSION:

If the recommendation to the City Council is approved, then the warrant registers, wire transfers, and net payrolls dated 01/23/2024, 01/25/2024, 01/30/2024 and 02/06/2024 will be received and filed.

FISCAL IMPACT:

Warrant register	01/23/2024	188981-189072	\$475,368.68
		Total Bank	\$475,368.68
Wire transfer	1/25/2024	1897-1901	\$287,433.95
Warrant register	1/30/2024	189073-189151	\$662,487.53
		Total Bank	\$949,921.48
Net payroll transfer	01/25/2024	-	\$541,629.48
		Total Voucher	\$1,491,550.96
Warrant register	2/06/2024	189152-189218	\$555,605.26
		Total Bank	\$555,605.26
		Grand Total Vouchers	\$2,522,524.90

ATTACHMENTS:

Exhibit 1-Warrant Register

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188981	1/23/2024	010497 AIRESRING INC.	181006292		IT AIRESRING SD-WAN 1/16/24-2/	1,314.49
					Total :	1,314.49
188982	1/23/2024	010275 ALADDIN LOCK & KEY, BENITO ROBERTC	33687		PW KEYS FOR RECREATION	202.23
					Total :	202.23
188983	1/23/2024	008623 ALAN'S LAWN & GARDEN CENTER	1207774		PW PARK EQUIP.MAINT SUPPL	257.48
					Total :	257.48
188984	1/23/2024	000098 ALIN PARTY SUPPLY	572569		RCS SR. CTR. WINTER WONDERL/	303.11
					Total :	303.11
188985	1/23/2024	010693 ALVARADO, HUGO ISAIAS	010224		PW TRAFF & SAFETY COMM MTG	100.00
					Total :	100.00
188986	1/23/2024	010833 AMAZON CAPITAL SERVICES, INC.	1CP3-7H69-3G1P 1HYW-3GL3-H1M4 1KFC-D7VX-HC16 1QKQ-MFPQ-GNLH 1VT1-6KNK-KXRK		RCS SR. CTR.ZUMBAILE 12/19 RCS STAR ART CLASS SUPPL RCS NYC CRAFT JAN.29 RCS SR.CTR. WORLD DELICACY 1, RCS CFSC PANTRY SUPPL	149.81 33.06 163.24 124.12 320.14
					Total :	790.37
188987	1/23/2024	000160 APEX DRUM CO. INC.	12576		PW PARKS SUPPLIES	980.79
					Total :	980.79
188988	1/23/2024	010641 ARAMARK	2570234073		RCS AQUATICS SERVICES	90.62
					Total :	90.62
188989	1/23/2024	010784 ARDURRA GROUP, INC	144817	05547	RCS AQUATIC CTR. PROJ.-DEC	21,350.00
					Total :	21,350.00
188990	1/23/2024	009752 ARTE PRINTING, SAEED RADMEHR	30551 30558		PD POLICE MAILING LABELS (QTY PD POLICE REFERRAL CARDS (QT	995.20 183.02
					Total :	1,178.22
188991	1/23/2024	008041 AVANT GARDE INC.	9142A 9142B	04693 05508	PW TREES FOR BG PLANTING PRO PW BG KEEP PARKS CLEAN BEAL	154.39 83.11

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188991	1/23/2024	008041 AVANT GARDE INC.	(Continued) 9143	05223	PW BG KEEP PARKS CLEAN BEAU'	1,140.00
					Total :	1,377.50
188992	1/23/2024	010231 BARRERA, CARLOS	010224		PW TRAFF & SAFETY COMM MTG	100.00
					Total :	100.00
188993	1/23/2024	006978 BELL GARDENS AUTO BODY CENTER	12638		PD 2022 FORD EXPLORER-REPAIR	18,213.47
					Total :	18,213.47
188994	1/23/2024	008453 BLACK & WHITE EMERGENCY VEH	3520		PD 2022 FORD EXPL.-PUSH BUMPE	2,315.76
					Total :	2,315.76
188995	1/23/2024	008584 BRADLEYS PLASTIC BAG CO	350251		PD SUPPLIES FOR JAIL (PLASTIC E	45.48
					Total :	45.48
188996	1/23/2024	005910 BRIGHTVIEW LANDSCAPE SRVCS INC	8727744 8746064	05487 05594	RCS SPRT CTR. MAINT.-JAN	6,754.65
					RCS SPTR. CTR. IRRIG.CTRL.RPLC	9,831.75
					Total :	16,586.40
188997	1/23/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25724		PD UNIT #278,#256,#280,#274-MOU	745.00
					Total :	745.00
188998	1/23/2024	005678 BURRO CANYON SHOOTING PARK	3101		PD RANGE FEES	120.00
					Total :	120.00
188999	1/23/2024	008114 CALIFORNIA CLEANING SUPPLIES	56662		PW CUSTODIAL SUPPL	609.24
			56970		PW CUSTODIAL SUPPL	69.42
			56971		PW CUSTODIAL SUPPL.	61.68
			56974		PW CUSTODIAL SUPPL	158.63
			57024		PW CUSTODIAL SUPPL.	568.23
			57040		PW CUSTODIAL SUPPL	189.41
			57041		PW CUSTODIAL SUPPL	683.12
			57042		PW CUSTODIAL SUPPLIES	981.83
			57053		PW CUSTODIAL SUPPLIES	69.42
			57143		PW CUSTODIAL SUPPLIES	236.76
			57148		PW CUSTODIAL SUPPLIES	906.19
			57149		PW CUSTODIAL SUPPLIES	689.58
			57151		PW CUSTODIAL SUPPLIES	571.79

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188999	1/23/2024	008114 CALIFORNIA CLEANING SUPPLIES	(Continued) 57152 57161		PW CUSTODIAL SUPPLIES PW CUSTODIAL SUPPLIES	727.98 254.48
					Total :	6,777.76
189000	1/23/2024	001447 CHARTER COMMUNICATIONS	0689734011524		IT FORD PARK- WI-FI 1/15/24-2/14/2	1,150.00
					Total :	1,150.00
189001	1/23/2024	001447 CHARTER COMMUNICATIONS	0646155011524		IT YOUTH CTR. WI-FI 1/15/24-2/14/2	309.98
					Total :	309.98
189002	1/23/2024	001447 CHARTER COMMUNICATIONS	0646114011424		IT SR. CTR. WI-FI 1/14/24-2/13/24~	309.98
					Total :	309.98
189003	1/23/2024	001447 CHARTER COMMUNICATIONS	0646130011524		IT BGVP PARK WI-FI 1/15/24-2/14/24	309.98
					Total :	309.98
189004	1/23/2024	001447 CHARTER COMMUNICATIONS	0672896011724		IT PW WI-FI 1/17/24-2/16/24~	309.98
					Total :	309.98
189005	1/23/2024	001447 CHARTER COMMUNICATIONS	0010037122523		PD CONTRACT SCVRS. 12/16/23-01	281.18
					Total :	281.18
189006	1/23/2024	001447 CHARTER COMMUNICATIONS	0685153011724		IT CITY HALL WI-FI 1/17/24-2/16/24	199.98
					Total :	199.98
189007	1/23/2024	009266 CHARTER COMMUNICATIONS	107007601010124		PD FIBER LINES 01/01/24-01/31/24	690.59
					Total :	690.59
189008	1/23/2024	007750 CORELOGIC SOLUTIONS,LLC	82199307		CD TILES REPORTS 12/23	384.00
					Total :	384.00
189009	1/23/2024	006056 DASH MEDICAL GLOVES	INV1300546		PD PRISONER MAINT. GLOVES-JAI	356.78
					Total :	356.78
189010	1/23/2024	009975 DDC ELECTRIC SUPPLY, INC.	B-111307		PW LIGHTS FOR NYC	288.37
					Total :	288.37
189011	1/23/2024	003917 DIAL COMMUNICATIONS	52816		PW INST. RADIO ON PARK VEH.	579.26

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189011	1/23/2024	003917 DIAL COMMUNICATIONS	(Continued)			
			52824		PW 5-AIRTIME MT.WILSON RADIO	190.00
			52832		PW INST. RADIO ON PARK VEH.	789.31
			52833		PW RADIO REPAIR UNIT D4	163.62
			52837		PW RADIO REPAIR UNIT D7	313.23
					Total :	2,035.42
189012	1/23/2024	010374 DUARTE HERNANDEZ, GUADALUPE	2		RCS CONTRACT SWIM INSTRUCTC	187.00
					Total :	187.00
189013	1/23/2024	010534 ESQUIVIAS, BRIANNA	MTG REIM 012424		FA- HARASSMNT MTG TRNG SUPP	596.51
					Total :	596.51
189014	1/23/2024	000815 FEDEX	8-376-28914		FA DELIVERY EXPENSES	43.38
					Total :	43.38
189015	1/23/2024	001481 FINANCIAL SERVICES, INC., DE LAGE LAI	81750667		PD COPIER LEASE JAN 2024	358.41
					Total :	358.41
189016	1/23/2024	010938 FLORES, HORLANDO	1019497.002		RCS SHELTER DEPOSIT REFUND C	125.00
					Total :	125.00
189017	1/23/2024	006112 GALLS LLC	026466045		PD UNF-RECORDS CLERK-V.AРАН	27.53
			026466069		PD UNF-RECORDS CLERK V.AРАН	92.51
			026488680		PD UNF-BIKE PATROL SGT.A.PUEN	122.25
			026488682		PD UNF-BIKE PATROL-SGT. A,PUEI	94.43
			026488684		PD UNF-OFFICER D.GONZALEZ	8.57
			026509533		PD UNF-JAIL- K.ASTUDILLO	34.81
			026649875		PD UNIFORM FOR RECORDS CLEF	46.46
			026649881		PD UNIFORM FOR RECORDS CLEF	124.44
					Total :	551.00
189018	1/23/2024	008132 GAVILANES, JAYSON	010224		PW TRAFF & SAFETY COMM. MTG	100.00
					Total :	100.00
189019	1/23/2024	009809 GLOBAL URBAN STRATEGIES INC.	502	05632	FIRST TIME BUYER PROG.-12/23	2,181.25
			503	05632	OWNER-OCC. REHAB PROG.-12/23	2,975.00
					Total :	5,156.25

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189020	1/23/2024	002092 GOLDEN STATE WATER COMPANY	01627100009-12222		PW GARFIELD AVE & PARK LN	877.93
			06542100000-12202		PW 6640 MARLOW	525.17
			14489566193-12182		PW 8114 PARK LN (SOCCER FIELD	150.25
			1744100007-122223		PW 6458 FLORENCE IRRG	182.20
			21744100005-12222		PW 6221 FLORENCE AVE.	564.24
			22744100003-12222		PW 8327 GARFIELD AVE	329.72
			24412200008-12292		PW 8000 SCOUT (1') IRR	73.87
			31145100009-12222		PW 8000 SCOUT (6'C) IRR	2,529.37
			32916100004-12222		PW 8000 SCOUT (6') IRR	8,545.93
			40584200006-12192		PW 8323 GARFIELD AVE.	84.89
			49226200001-12222		PW 8000 SCOUT (2') BTHROMS	266.73
			49644100007-12222		PW CLARA ST/IN SIDEWK (IRRG)	86.89
			50744100004-12222		PW N/E/C AJAX & FLORENCE IRRG	433.41
			5215200004-122023		PW 5856 LUDELL ST (1 OF 2)	316.69
			52744100000-12222		PW GARFIELD AVE. & EASTERN AV	310.16
			56810300006-12202		PW 8341 EASTERN IRRG	171.80
			56943418386-12220		PW 6626 MARLOW	50.10
			57319200002-12222		PW GAGE AVE & SPECHT	245.00
			59644100006-12222		PW EASTERN S/O LIVE OAK (IRRG	245.00
			65551868949-12182		PW 7800 SCOUT IRR	1,102.97
			76132100009-12202		PW5856 LUDELL ST (2 OF 2)	35.26
			80824200002-12220		PW 8321 JABONERIA RD	758.15
			81145100004-12222		PW S/SIDE PARK LN @ GILLILAND	41.31
			81916100001-12222		PW 8000 SCOUT (6')	3,662.58
					Total :	21,589.62
189021	1/23/2024	009785 GREENTECH LANDSCAPE INC.	57302	05510	PW CITYWIDE LANDSCAPE SRVCS	9,607.83
					Total :	9,607.83
189022	1/23/2024	010202 HEREDIA, DAVID E.	010224		PW TRAFFIC & SAFETY COMM MEI	100.00
					Total :	100.00
189023	1/23/2024	001025 HOME DEPOT	002207/5613618		PW FORD PARK TOOLS	94.96
			002285/5280983		PW CH LANDSCAPE	88.99
			003445/4084260		PW FP TOOLS	54.29
			004900/3281068		PW FP SUPPLIES	133.65
			005051/2532428		PW YARD SUPPL/	38.46
			005233/2613846		PW YARD SUPPL.	126.84

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189023	1/23/2024	001025 HOME DEPOT	(Continued)			
			026048/2033185		PW SMALL EQUIP. (STREET CREW	94.80
			2084455		RCS GC SUPPL	108.90
			8084818		RCS BGVP FACILITY SUPPL	196.90
			8084819		RCS BGVP FACILITY SUPPL	306.12
			8084820		RCS SUPPL BGVP GAMEROOM	159.60
			8084821		RCS SUPPL BGVP GAMEROOM	243.89
					Total :	1,647.40
189024	1/23/2024	005169 HOUSE OF WINNERS,INC.	DECEMBER 2023	05636	2023 SRVCS. AWARD CRYSTALS	2,216.03
					Total :	2,216.03
189025	1/23/2024	009818 IBE DIGITAL	462792		RCS BGVP 2ND COPIER LEASE 12/	436.28
					Total :	436.28
189026	1/23/2024	009818 IBE DIGITAL	462837		PD COPIER LEASE 12/15/23-1/14/24	388.96
					Total :	388.96
189027	1/23/2024	005177 INFRASTRUCTURE ENGINEERS	28976		PW NPDES MGMNT. PROG. (DEC 2	4,817.50
			29004	05353	PW VARIOUS RESIDENTIAL STR. IN	2,065.00
			29005	05615	PW ATP CYCLE 5 COMPLETE STR.	20,401.00
			29008	05608	PW FLORENCE AVE. (GARFIELD TC	1,352.50
			29016	05299	PW ATP CYCLE 5 CITYWIDE COMP	13,633.00
			29018	05451	PW CITYWIDE STRIPING/MAKING F	711.00
			29025	05614	PW BGVP YARD IMPROV. CONST.L	740.50
			29026	05607	PW SLURRY SEAL IMPROV. ZONE	90.00
			29027	05559	PW VARIOUS ALLEY IMPROV. PRO	10,638.00
			29028		PW CITY ENG. (DEC 2023)	24,422.00
			29031	05352	PW SLURRY SEAL IMPROV.PROJ. :	2,614.25
					Total :	81,484.75
189028	1/23/2024	010757 INFRASTRUCTURE, WSP USA ENVIRON	S79100355	05420	CD CONSULTAT SRVC. ECRG GRAI	63,159.70
					Total :	63,159.70
189029	1/23/2024	009373 INTERNATIONAL, THE COUNSELING TEA	89644	05464	PD PSYCH SRVCS. JAN 2024	1,000.00
					Total :	1,000.00
189030	1/23/2024	009579 J THAYER COMPANY LLC	1675293-0		PW OFFICE SUPPLIES	30.14
			1676957-0		FA OFFICE SUPPLIES	477.66

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189030	1/23/2024	009579 009579 J THAYER COMPANY LLC	(Continued)		Total :	507.80
189031	1/23/2024	010538 J. GALT, INC.	1227		PW 25LB POND CLEAR @ FP POND	573.74
					Total :	573.74
189032	1/23/2024	009448 JACKSON, ROBERT	0001		RCS 1ST FRIDAY SKATE PARK	300.00
					Total :	300.00
189033	1/23/2024	008730 JHM SUPPLY	92489/3		PW IRRIG. CONTROLLER (CTR. ME	886.29
			92494/3		PW IRRIG.VALVE & SUPPLIES	393.87
			92512/3		PW IRRIG. SUPPL. (FORD PARK)	82.62
					Total :	1,362.78
189034	1/23/2024	001153 JPM GLASS CO., JOSE P. MENDOZA	51795		PW REMOVED & INSTALL DARK FIL	622.52
			51848		PW REPAIR GLASS DOOR @ GC O	739.78
			51869		PW REPAIR CLEAR GLASS WINDO	182.53
					Total :	1,544.83
189035	1/23/2024	006145 LAN WAN ENTERPRISE, INC.	74389		IT DELL MONITOR, ACCS.. & MOUS	853.35
			74398		HR HIGH YIELD TONER	423.59
			74689		FA DESKTOP SCANNER	423.11
			74740		IT SLINSTUDIO HUB LIVE STREAMI	745.72
			74742		IT SLINGSTUDIO HUB LIVE STREA	763.35
			74749		IT ON SITE SRVC. WINTER WONDE	720.00
			74750		IT ON-SITE SRVC. NEW SPECTRUM	960.00
			74751		IT ON-SITE SRVC. CC 12/11 MTG.	480.00
			74752		IT ON-SITE SRVC. EDEN UPDATE	960.00
			74758		IT AGRMT.ANNUAL RENEWAL LUM.	199.99
			74788	05462	PD MAINT. CONTRACT 12/26,12/27	3,600.00
			74789	05480	IT MAINT/NETWORK SRVCS.DEC 2	7,200.00
			74798	05462	PD MAINT. CONTARCT 01/02,01/03	3,600.00
			74799		I UTP, MOUSE, KEYBOARD, USB	401.76
			74816		PD NETWORK INFRAS. WARRANTI	3,930.00
					Total :	25,260.87
189036	1/23/2024	007252 LEAF	15833691		RCS HP L365 COPIER SYSTEM	427.87
					Total :	427.87
189037	1/23/2024	003476 LESLIE'S POOLMART INC.	71922		RCS AQUATICS SUPPLIES	176.46

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189037	1/23/2024	003476 003476 LESLIE'S POOLMART INC.	(Continued)		Total :	176.46
189038	1/23/2024	008684 LGP EQUIPMENT RENTALS INC	127984D		PW TRACTOR RENTAL @ PW YARD	992.25
					Total :	992.25
189039	1/23/2024	001695 LIBERTY UTILITIES CORP	200006892042-1221;		PW IRRIG.GAGE/GARFIELD AVE.	55.20
			200006892059-1220;		PW IRRIG. GAGE/PERRY RD	339.17
			200006892067-1221;		PW 6400 GAGE AVE.	432.76
			200006892091-1218;		PW 7100 GARFIELD AVE	52.40
			200006892125-1218;		PW 6662 LOVELAND ST.	2,062.67
			200006892141-1218;		PW IRRIG. SCOUT/SUVA	274.72
					Total :	3,216.92
189040	1/23/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	20949454		PD JAIL UNIFORMS & LINEN CLEAN	56.64
					Total :	56.64
189041	1/23/2024	010443 MIRANDA, MARIA	0285609		PD SUPPL FOR CHIEF'S SWEARING	445.00
					Total :	445.00
189042	1/23/2024	010561 NWESTCO,LLC	INV481101		PW DO INSPECTION (DEC 2023)	120.00
					Total :	120.00
189043	1/23/2024	002293 OF SO. CALIF., UNDERGRND SRVC ALER	1220230056		PW UNDGND SRVC. 34 TICKETS IN	55.50
			23-242048		PW CALIF.STATE FEE REGULATOR	41.25
					Total :	96.75
189044	1/23/2024	007292 PARKING CO. OF AMERICA, PCAM,LLC	INVM0018309	05476	PW DART SRVCS. DEC 2023	19,482.98
			INVM0018310		PW SR.BUS DRIVER DEC 2023	3,136.90
			INVM0018311	05476	PW TROLLEY SRVCS. DEC 2023	44,212.50
					Total :	66,832.38
189045	1/23/2024	000494 PETTY CASH, CITY OF BELL GARDENS	DEC2023		PD REIM DEC 2023	155.30
					Total :	155.30
189046	1/23/2024	005907 PUBLIC WORKS, LOS ANGELES COUNTY	PW23121103205		PW INDUSTRIAL WASTE PERMITS	3,159.72
					Total :	3,159.72
189047	1/23/2024	004661 QUILL CORPORATION	26055658		PD OFFICE SUPPL.-DEPT. TONER	214.19
			35985237		PD OFFICE SUPPL.-DEPT.SUPPL.	197.63

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189047	1/23/2024	004661 QUILL CORPORATION	(Continued) 35986119 36055688 36056464		PD OFFICE SUPPL- DEPT. SUPPL PD OFFICE SUPPL- DEPT.TONER PD OFFICE SUPPL.-DEPT. SUPPL Total :	156.07 477.70 79.55 1,125.14
189048	1/23/2024	009485 R&S OVERHEAD DOORS OF COMMERCE	12-28-947614		PW REPAIRED NORTH ROLLING G, Total :	941.00 941.00
189049	1/23/2024	001827 RAYVERN LIGHTING SUPPLY CO.INC	69790-0 69815-0		PW FACILITIES LIGHT BULBS PW FACILITIES LIGHT BULBS Total :	881.25 881.25 1,762.50
189050	1/23/2024	000186 READYREFRESH BY NESTLE	03I6702768201-0103 03L6702768202-0103		PW WATER FILTERING SRVC. @ FI PW WATER FILTERING SRVC. @ B Total :	51.50 51.50 103.00
189051	1/23/2024	008332 RICARDO EXTERMINATOR	0139780 0139781 0139782 0139783 0139784 0139785 0139787 0140315 0140830		PW EXT.SRVC. @ CH PW EXTRM. SRVCS. @ PD PW EXTRM. SRVC.@ GC PW EXTRM. SRVC. @ NYC PW EXTRM. SRVC. @ BGVP PW EXTRM. SRVC. @ SIERRA BLD PW EXTRM.SRVC. @ PW PW EXTERMINATOR SRVC. @ FP PW EXTERMINATOR SRVC.@ PAR Total :	100.00 100.00 100.00 100.00 170.00 100.00 100.00 100.00 65.00 935.00
189052	1/23/2024	001885 ROADLINE PRODUCTS,INC	19464		PW ARROW BORAD REPAIR-VEHIC Total :	627.05 627.05
189053	1/23/2024	007259 ROBERT HALF	63090259 63090537	05631 05631	FA PROF. SRVCS.-V. SUMOGE 1/05 FA PROF.SRVCS.-V.SUMOGE 1/12/ Total :	1,032.00 1,408.00 2,440.00
189054	1/23/2024	010777 SCHOOL'S IN, LLC	INV0080283	05626	RCS YOUTH CTR. EQUIP. Total :	2,197.54 2,197.54
189055	1/23/2024	002063 SMART & FINAL	0225		PW SUPPLIES	170.37

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189055	1/23/2024	002063 SMART & FINAL	(Continued)			
			149233		RCS STAR MLK 1/19	28.38
			420744		RCS SR.CTR.WINTER WONDERLAI	55.20
			577377-11023		RCS SR.CTR. KARAOKE 1/12	155.09
			981099		RCS STAR JUST DANCE CLASS 1/1	28.38
					Total :	437.42
189056	1/23/2024	002088 SOCALGAS	03560611000-122923		PW 8327 GARFIELD AVE	78.79
			06477094269-122723		PW 8100 PARK LN.	30.57
			09650638001-122923		PW 5856 LUDELL ST.	18.35
			11300897007-122723		PW 8110 PARK LN	14.30
			12170673003-010224		6662 LOVELAND ST.	165.56
			12560694098-122723		PW 8000 PARK LN	174.38
			13010672007-010224		PW 7100 GARFIELD AVE.	387.24
					Total :	869.19
189057	1/23/2024	008887 SOURCE ONE OFFICE PRODUCTS	OE-QT-73952-1		F AOFFICE SUPPLIES	210.47
					Total :	210.47
189058	1/23/2024	002087 SOUTHERN CALIFORNIA EDISON	600001511489-01032		PW VARIOUS LOCATIONS	6,309.80
			700332863224-12223		PW 7100 GARFIELD AVETPP2	164.89
			700704214586-01063		PW 6626 MARLOW AVE.	41.50
			700815907359-01093		PW 8000 PARK LN. UNIT A & UNIT E	7,148.30
			700815907359-12193		PW 8000 PARK LN UNIT A & B	2,434.19
					Total :	16,098.68
189059	1/23/2024	002105 SPARKLETTTS	21430322-012024		FA WATER SRVCS. 1/04-/1/16/24	146.83
					Total :	146.83
189060	1/23/2024	002854 STAPLES ADVANTAGE	3555747439		RCS OFFICE SUPPLIES	92.42
			3555747442		RCS COMM FAMILY SRVC.CTR.	140.17
			3555747443		RCS COMM FAMILY SRVC.CTR.	154.29
					Total :	386.88
189061	1/23/2024	007554 STEAMX,LLC, MIKE J. MANCE	67680		PW EQUIP.MAINT. (PW TRAILER)	645.37
			67721		PW EQUIP. MAINT. (PW TRAILER)	400.31
					Total :	1,045.68
189062	1/23/2024	002169 SUPER A FOODS	4832		RCS SUPPL BGVP GAMEROOM	30.56

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189062	1/23/2024	002169 002169 SUPER A FOODS	(Continued)		Total :	30.56
189063	1/23/2024	002178 SWRCB ACCOUNTING OFFICE	LW1043906 SW0282825		PW ANNUAL PERMIT FEE WATER S PW ANNUAL PERMIT FEE JAF INFIL	5,604.92 548.00
					Total :	6,152.92
189064	1/23/2024	009230 TERRA REALTY ADVISORS, INC	2024-01670	05478	CD CTRCT. SRVCS: BILLBOARD SV	1,167.75
					Total :	1,167.75
189065	1/23/2024	009775 THOMSON INC.	49952465 49980353		PW QTRLY. SYSTEM CHECK @ CIT PW QTRLY. SYSTEM CHECK @ BG	624.00 585.00
					Total :	1,209.00
189066	1/23/2024	006443 TOTAL EXTERMINATING INC.	94274 94275 94276 94277 94278 94279 94280 94281		PW MNTHLY SRVC.@ CH & PD 1/2C PW MNTHLY SRVC.@ FP/SPORTS PW MNTHLY SRVC. @ WATER WEL PW MNTHLY SRVC. @ PW (ANTS/~ PW PW MNTHLY SRVC. @ SIERRA PW MNTHLY SRVC. @ BGVP (BLAC PW PE MNTHLY SRVC. @ SIERRA PW MNTHLY SVC.@ CITY HALL & P	195.00 100.00 70.00 50.00 60.00 125.00 98.00 170.00
					Total :	868.00
189067	1/23/2024	002262 TRIANGLE SPORTS, INC	42288 42305		RCS COED SOFTBALL AWARDS RCS SMALL FRY BASKETBALL AW/	473.04 903.38
					Total :	1,376.42
189068	1/23/2024	010075 VELASCO, RAUL	010224		PW TRAFF & SAFETY COMM. MTG	100.00
					Total :	100.00
189069	1/23/2024	002380 VISION SERVICE PLAN	819383531 819383558		FA VISION INS.-DEC 2023 RET VISION INS.-DEC 2023	5,493.60 2,092.86
					Total :	7,586.46
189070	1/23/2024	010811 VITAL RECORDS CONTROL	3987247LAXI		PD ONSITE SHREDDING SRVC.	121.24
					Total :	121.24
189071	1/23/2024	005583 WEST COAST ARBORISTS INC.	209057	05512	PW TREE PRUNNING SOUTH SIDE	53,065.60

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189071	1/23/2024	005583	005583 WEST COAST ARBORISTS I (Continued)			
					Total :	53,065.60
189072	1/23/2024	009492 XPRESS WASH INC	17895		CD VEH MAINT. B&S-10/23	320.00
			17896		CD VEH MAINT. B&S-11/23	352.00
			17897		CD VEH. MAINT. B&S-12/23	240.00
					Total :	912.00
92 Vouchers for bank code : common						
					Bank total :	475,368.68
92 Vouchers in this report						
					Total vouchers :	475,368.68

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1897-WIRE	1/25/2024	003359 BANK OF THE WEST	Ben597707		FEDERAL INCOME TAX: PAYMENT	90,254.90
					Total :	90,254.90
1898-WIRE	1/25/2024	003358 BANK OF THE WEST	Ben597711		STATE INCOME TAX: PAYMENT	28,298.00
					Total :	28,298.00
1899-WIRE	1/25/2024	001725 CALPERS	Ben597709		PERS - MISC: PAYMENT	145,031.34
					Total :	145,031.34
1900-WIRE	1/25/2024	006722 CITY EMPLOYEES ASSOC.	Ben597705		BGPWA DUES: PAYMENT	507.00
					Total :	507.00
1901-WIRE	1/25/2024	009439 MASS MUTUAL	Ben597713		MASS MUTUAL: PAYMENT	23,342.71
					Total :	23,342.71
189073	1/30/2024	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben597697		PARS: PAYMENT	5,491.04
					Total :	5,491.04
189074	1/30/2024	000076 AFLAC	647573		FA VOLUNTARY INS-JAN 2024	8,602.73
					Total :	8,602.73
189075	1/30/2024	010275 ALADDIN LOCK & KEY, BENITO ROBERTC	33696		PW KEYS FOR CH & HR DEPT.	184.71
					Total :	184.71
189076	1/30/2024	008623 ALAN'S LAWN & GARDEN CENTER	1209379		PW CHOP SAW REPAIR	216.57
					Total :	216.57
189077	1/30/2024	010490 ALL TRAFFIC SOLUTIONS INC	SIN099687		PD SPEED TRAFFIC TRAILER-REPA	1,500.00
					Total :	1,500.00
189078	1/30/2024	010949 ALVAREZ, ESTHER	1018353.002		RCS FOLKLORICO REFUND DEC E	12.50
					Total :	12.50
189079	1/30/2024	010833 AMAZON CAPITAL SERVICES, INC.	14RJ-GQ3Y-RY4R 1611-9HDV-G9NG 16PR-TPPV-KPKK 1K76-NC4D-TX6C		RCS CFSC OFFICE SUPPL	35.26
					RCS CFSC OFFICE SUPPL	470.77
					RCS AQUATICS STORAGE SHED	319.69
					RCS SR. CTR. GAME SAY 1/18	107.59

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189079	1/30/2024	010833 AMAZON CAPITAL SERVICES, INC.	(Continued) 1QT7-XHM9-DVFQ		RCS SR.CTR. OFFICE SUPPL	187.40
					Total :	1,120.71
189080	1/30/2024	000301 ANTHEM BLUE CROSS	001593989G		FA HEALTH INS- JAN 2024	218,425.97
					Total :	218,425.97
189081	1/30/2024	000301 ANTHEM BLUE CROSS	000311714064		RET HEALTH INS.-JAN 24	18,113.42
					Total :	18,113.42
189082	1/30/2024	010641 ARAMARK	2570236079		RCS AQUATICS SRVS.	90.62
					Total :	90.62
189083	1/30/2024	000284 ASSOC., BELL GARDENS POLICE	Ben597701		NON-SWORN POA MEMBER-DUES,	2,730.00
					Total :	2,730.00
189084	1/30/2024	000299 BLAUVELT SIGNS, LARRY BLAUVELT	7013		PW NAME PLATES/CH (V. MIREMBE	55.00
					Total :	55.00
189085	1/30/2024	006337 BLICK ART MATERIALS	2241160		RCS SUPPL RCS ASP	445.06
					Total :	445.06
189086	1/30/2024	006083 CEA BG CITY EMPLOYEES	Ben597695		BGCEA: PAYMENT	1,536.00
					Total :	1,536.00
189087	1/30/2024	000452 CENTRAL BASIN MWD	BG-DEC23		PW MNTHLY WATER SRVC. DEC20	102,717.12
					Total :	102,717.12
189088	1/30/2024	010286 CWE	23583		PW FP CISTERN PROJ. DESIGN MC	6,462.89
					Total :	6,462.89
189089	1/30/2024	004807 DAPEER,ROSENBLIT & LITVAK	22429 22430		CD-LEGAL MUNI CODE 12/2023	571.90
					PD-LEGAL 12/2023	934.00
					Total :	1,505.90
189090	1/30/2024	000659 DELTA DENTAL OF CALIFORNIA	BE005847170		FA DENTAL INS-JAN 2024	16,879.64
					Total :	16,879.64
189091	1/30/2024	000658 DELTA DENTAL INSURANCE COMPANY	BE005844572		FA DENTAL INS- JAN 2024	1,209.03

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189091	1/30/2024	000658 000658 DELTA DENTAL INSURANCE (Continued)			Total :	1,209.03
189092	1/30/2024	002805 DEPARTMENT OF JUSTICE	705015		PD FINGERPRINT APPS FOR THE M	2,816.00
					Total :	2,816.00
189093	1/30/2024	001978 DISTRICTS OF LA COUNTY, COUNTY SAN	1593A-12-23		PW DUMP FEE (DEC 2023)	2,423.54
					Total :	2,423.54
189094	1/30/2024	010944 ESPARZA, LAURA	1018315.002		RCS FOLKLORICO REFUND DEC A	10.00
					Total :	10.00
189095	1/30/2024	006424 FERNANDO'S HARDWARE & LUMBER	91608		PW PAINT ROLLER (FACILITIES CR	5.50
					Total :	5.50
189096	1/30/2024	010940 FLORES, OSCAR	122223		RCS REIM NYC AFTER SCHOOL PF	63.99
					Total :	63.99
189097	1/30/2024	009080 GALLARDO, FRANCISCO	1017979.002		RCS FOLKLORICO REFUND DEC L.	5.00
					Total :	5.00
189098	1/30/2024	006354 GONZALEZ, FREDDIE	122023FG		CARPPOOLING REIM.-DEC.2023	35.00
					Total :	35.00
189099	1/30/2024	010942 GRANDE, MARIA P.	1017990.002		RCS FOLKLORICO REFUND DEC S	5.00
					Total :	5.00
189100	1/30/2024	010943 GUTIERREZ, XIMENA	1018310.002		RCS FOKLORICO REFUND DEC X.(5.00
					Total :	5.00
189101	1/30/2024	000991 HDL COREN & CONE	SIN035236	05495	FA PROPERTY TAX JAN-MAR 2024	3,170.26
					Total :	3,170.26
189102	1/30/2024	010948 HERNANDEZ, EVELIN	1018438.002		RCS FOKLORICO REFUND DEC E.H	5.00
					Total :	5.00
189103	1/30/2024	010945 HERRERA, YURICO	1000492.001		RCS FOLKLORICO REFUND JAN Y.	25.00
					Total :	25.00
189104	1/30/2024	001025 HOME DEPOT	004644/3621646		PW UTILITY CREW SUPPL	169.91

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189104	1/30/2024	001025 HOME DEPOT	(Continued)			
			008654/9521267		PW UTILITY CREW SUPPL	134.35
			009941/8011752		PW STR. CREW SIPPL	211.03
			010801/7011800		PW UTILITY CREW SUPPL	339.27
			010980/702064		PW FACILITY SUPPL	334.20
			011317/6020510		PW FACILITY SUPPL	147.54
			016845/102875		PW FACILITY SUPPL	629.11
			5521704		RCS CK FACILITY SUPPL	129.00
			6231775		RCS GC EQUIP.	-66.14
			6231776		RCS GC EQUIP.	-132.28
			6511190		RCS JAFP CLEANING SUPPL	195.53
			9543734		RCS CFSC GEN. CLEANING SUPPL	148.42
					Total :	2,239.94
189105	1/30/2024	005169 HOUSE OF WINNERS,INC.	122823-1		PW PICS. FRAMES & NAME PLAQU	413.44
					Total :	413.44
189106	1/30/2024	005177 INFRASTRUCTURE ENGINEERS	29020	05616	PW DESIGN OF THE WELL #1 ION I	2,127.50
					Total :	2,127.50
189107	1/30/2024	008569 JCL TRAFFIC	122462		PW WAY FINDING SIGN-STR. CREV	998.20
					Total :	998.20
189108	1/30/2024	010284 JOHN L. HUNTER & ASSOC., INC.	BG1FPP12311		PW PROJ. MGMT. & CONST.MGMT	29,690.00
					Total :	29,690.00
189109	1/30/2024	004019 KAISER FOUNDATION HEALTH PLAN	JAN 2024		FA HEALTH INS. (226486-0000)	141,917.65
					Total :	141,917.65
189110	1/30/2024	010498 LACHER, DONALD CHISTOPHER	BG 2024-001		PD BACKGROUND INVEST. (1) (SU:	850.00
					Total :	850.00
189111	1/30/2024	006145 LAN WAN ENTERPRISE, INC.	74384		IT AGRMT ANNUAL REPORT-CH FT	9,988.84
			74835		IT ON-SITE SRVC. CC 1/22 MTG	480.00
					Total :	10,468.84
189112	1/30/2024	007252 LEAF	15938115		COPIER LEASE ALL DEPTS 2/2024	1,169.94
					Total :	1,169.94

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189113	1/30/2024	007252 LEAF	15938114		RCS COPIER LEASE 2/2024~	285.08
					Total :	285.08
189114	1/30/2024	008684 LGP EQUIPMENT RENTALS INC	127909		PW FORKLIFT RENTAL (RCS FOOD	772.30
					Total :	772.30
189116	1/30/2024	001695 LIBERTY UTILITIES CORP	200006841171-01152		D.ORDONEZ 6535 PRIAM DR.	56.00
			200006888636-1152		M.GONZALEZ 5810 AGRA ST.	70.33
			200006888768-01152		T.VILLALVAZO 5837 AGRA ST.	162.40
			2000068896642-01152		E.GUZMAN 6224 AGRA ST.	58.05
			200006889915-01152		M. GONZALEZ 6313 AJAX AVE.	53.96
			200006890194-01152		J. CAMARENA 6732 ALVINA ST.	78.51
			200006890269-01152		A.PEZO 6753 ALVINA ST.	119.43
			200006891226-01152		J.N. ANAYA 6646 CHALET SR.	111.25
			200006892174-01152		T. LOPEZ 5900 LANTO ST.	49.87
			200006892323-01152		R.GUTIERREZ 6512 EMIL ST.	47.82
			200006893354-01152		T. ZAMORA 6608 FOSTER BRIDGE	82.60
			200006893420-01152		I. GUTIERREZ 6644 FOSTER BRIDGE	47.82
			200006894089-01152		M. HERNANDEZ 5917 GAGE AVE.	53.96
			200006894386-01152		C.BELTRAN 6440 GAGE AVE.	68.28
			200006894493-01152		E. RODRIGUEZ 6558 GAGE AVE.	84.65
			200006894576-01152		L. MENDOZA 6714 GRANGER AVE.	156.26
			200006894840-01152		S. LOMELI 6512 GAGE AVE.	184.90
			200006895458-01152		J.PARRA 6720 GRANGER AVE.	74.42
			200006895581-01152		R. VARGAS 6816 GRANGER AVE.	70.33
			200006896274-01152		A. RUBIO 6515 HANNON ST.	90.79
			200006896456-01152		C. FANDINO 6616 HANNON ST. B	45.77
			200006896571-01152		R. LOPEZ 6719 HANNON ST.	70.33
			200006897439-01152		A.CASTILLO 5526 LANTO ST.	90.79
			200006897637-01152		D.VERNER 5807 LANTO ST.	49.87
			200006898072-01152		M. RETEGUIN 5928 LANTO ST.	43.73
			200006898114-01152		B.JESALVA 5944 LANTO ST.	72.37
			200006898122		R.BARAJAS 5951 LANTO ST.	125.57
			200006898312-01152		E. TOSCANO 5968 LANTO ST.	56.00
			200006901785-01152		G. VIDRIO 6617 TOLER AVE.	90.79
			200006902387-01152		J. MAGANA 5539 WATCHER ST.	58.05
			200006902510-01152		A. PATTERSON 5572 WATCHER ST	45.77
			200006902940-01152		M.RECINOS 5868 WATCHER ST.	82.60

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189116	1/30/2024	001695 LIBERTY UTILITIES CORP	(Continued)			
			200006903096-01152		J.M. BORRAYO 5940 WATCHER ST.	123.52
			200006903377-01152		S. ALFONSO 6239 WATCHER ST.	64.19
			200006903799-01152		M.MARTINEZ 6730 ALVINA ST #C	49.87
			200006933861-01152		Y. DAVILA 6559 SUVA ST.	70.33
			200006939678-01152		C.FARIAS 6730 ALVINA ST. #B	47.82
			200006942011-01152		K.ORDONEZ 6533 PRIAM DR.	62.14
			200006945907-01152		J. BELTRAN 6913 HANNON ST.	88.74
			200006957258-01152		J. CASTILLO 6818 HANNON ST.	98.97
			200006990580-01152		A. CORRALES 6563 CHALET SR.	56.00
			200007026921-01152		G.MARISCAL 5934 WATCHER ST.	58.05
			200007035823-01152		H. FLORES 5563 WATCHER ST.	74.42
			200007082429-01152		T. SOLIZ 5516 WATCHER ST.	80.56
			200007109081-01152		L. ZUNIGA 6661 CHARNER ST.	56.00
					Total :	3,483.88
189117	1/30/2024	007055 LINGLE BROS. COFFEE, INC	L20585		PD COFFEE SUPPL	578.44
					Total :	578.44
189118	1/30/2024	010855 MARTIN MARIETTA MATERIALS, INC	41289581		PW CONCRETE/ASPHALT DUMP FE	285.00
					Total :	285.00
189119	1/30/2024	010950 MATA, OFELIA	1018359.002		RCS FOLKLORICO REFUND DEC I.I	5.00
					Total :	5.00
189120	1/30/2024	010947 MEZA, MARINA	1018354.002		RCS FOLKLORICO REFUND DEC M	12.50
					Total :	12.50
189121	1/30/2024	010939 MONTOYA, BONFILLA	1017995.002		RCS FOLKLORICO DEC.2023 REFU	5.00
					Total :	5.00
189122	1/30/2024	001562 NATIONAL CONSTRUCTION RENTALS	7278923		PD STRINGER POLE-01/04/24-01/31	42.45
					Total :	42.45
189123	1/30/2024	001576 NATIONWIDE ENVIRONMENTAL SRVCS	330703	05474	PW STREET SWEEPING JAN 2023	18,141.59
			33778	05474	PW FUEL ADJUST. (DEC 2023)	1,515.25
					Total :	19,656.84
189124	1/30/2024	008044 PAL PROGRAM	Ben597699		PAL PROGRAM: PAYMENT	205.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189124	1/30/2024	008044 008044 PAL PROGRAM	(Continued)		Total :	205.00
189125	1/30/2024	008666 PARS	54315		PARS TRUST ADMIN. SRVC./MTH E	941.78
			54711		PARS TRUST ADMIN SRVC./MTH EM	933.92
					Total :	1,875.70
189126	1/30/2024	005907 PUBLIC WORKS, LOS ANGELES COUNTY PW 24010803890			PW INDUSTRIAL WASTE PERMITS	3,929.96
					Total :	3,929.96
189127	1/30/2024	004661 QUILL CORPORATION	36387205		PD OFFICE SUPPL- DEPT. SUPPL	178.06
					Total :	178.06
189128	1/30/2024	009049 RAMIREZ-MARIN, ELVIRA	1017724.002		RCS FOLKLORICO DEC. REFUND C	5.00
					Total :	5.00
189129	1/30/2024	004643 RESOURCE BUILDING MATERIALS	3723504		PW SAND FOR SANDBAGS (FIRE C	218.08
			3723507		PW 1000 EMPTY SANDBAGS	53.90
					Total :	271.98
189130	1/30/2024	010288 RJM DESIGN GROUP, INC.	36175	05499	RCS FP AQUATIC CTR. PROJ.	2,406.12
			36176	05499	RCS FP AQUATIC CTR. PROJ.	667.00
					Total :	3,073.12
189131	1/30/2024	001885 ROADLINE PRODUCTS, INC	19121	05625	PW FLASHING LED STOP SIGN W/	9,056.09
					Total :	9,056.09
189132	1/30/2024	005465 RPW SERVICES INC.	37597		PW INSPEC & TREAT GOPHERS @	462.00
					Total :	462.00
189133	1/30/2024	010946 SANTA CRUZ, PATRICIA	1000487.001		RCS FOLKLORICO REFUND DEC H	12.50
					Total :	12.50
189134	1/30/2024	008411 SIERRA ERGONOMICS	242900401		WORKSTATION ERGONOMIC ASSE	501.75
			242900501		WORKSTATION ERGONOMIC ASSE	501.75
			242900601		WORKSTATION ERGONOMIC ASSE	501.75
					Total :	1,505.25
189135	1/30/2024	009738 SOCAL JCB	W01253	05627	PW VHC REPAIR - IN HOUSE TRAC	6,266.54

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189135	1/30/2024	009738 009738 SOCAL JCB	(Continued)			
					Total :	6,266.54
189136	1/30/2024	002087 SOUTHERN CALIFORNIA EDISON	700370407274-0109		PW 6601 CLARA ST.	35.57
					Total :	35.57
189137	1/30/2024	000594 STATE DISBURSEMENT UNIT	Ben597703		GARNISHMENT: PAYMENT	1,005.22
					Total :	1,005.22
189138	1/30/2024	002169 SUPER A FOODS	3894-011224		RCS SUPPL BGVP GAMEROOM	31.92
					Total :	31.92
189139	1/30/2024	010941 TELLEZ, ROSEMARY	1018352.002		RCS FOLKLORICO REFUND DEC R	12.50
					Total :	12.50
189140	1/30/2024	009775 THOMSON INC.	51022389		PW SRVC/REPAIR A/C @ PW PREV	780.00
			51022898		PW SRVC/REPAIR A/C @ FP QTRLY	702.00
			51023282		PW SRVC/REPAIR A/C @ PD DEPT.	975.00
			51247282		PW SRVC/REPAIR A/C @ PD COIL	622.06
					Total :	3,079.06
189141	1/30/2024	010804 TLC LUXURY TRANSPORTATION	17411		RCS SR.CTR. TRANSPORTATION 2/	990.00
					Total :	990.00
189142	1/30/2024	008585 TYLER BUSINESS FORMS	INVOICE-91294		FA 1099 SHEETS	132.48
					Total :	132.48
189143	1/30/2024	010634 ULINE, INC.	173188828		RCS SR.CTR. SUPPL	645.82
					Total :	645.82
189144	1/30/2024	005879 UNITED SITE SERVICES	INV-4128558		RCS PORTABLE RESTROOMS 1/19	159.10
					Total :	159.10
189145	1/30/2024	006130 VERIZON.WIRELESS	9953351139		PD WIRELESS PHONE SRVC.	3,044.02
					Total :	3,044.02
189146	1/30/2024	006130 VERIZON WIRELESS	9954600989		CM DATA COMMN.12/20-01/19	411.36
					Total :	411.36
189147	1/30/2024	002380 VISION SERVICE PLAN	819590891		RET VISION INS.-JAN 24	2,092.86

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189147	1/30/2024	002380 VISION SERVICE PLAN	(Continued) 819590898		FA VISION INS.-JAN 24	5,657.64
Total :						7,750.50
189148	1/30/2024	002383 VORTEX INDUSTRIES INC.	03-1727542		PW REPAIRS TO GLASS ALUM. DO	898.30
Total :						898.30
189149	1/30/2024	002432 WILLDAN	713932	05556	PW NEPA COMPL FP AQUATIC CTR	1,782.00
			713969A	05556	PW NEPA COMPL (NOV 2023)	2,020.00
			713969B		PD NEPA COMPL. (NOV 2023)	473.00
Total :						4,275.00
189150	1/30/2024	002434 WILLIAMS SCOTSMAN INC.	9019919333		PD CONTRACT SRVC. 01/11/24-02/0	78.28
Total :						78.28
189151	1/30/2024	009492 XPRESS WASH INC	17912	05467	PD CAR WASH SRVC. DEC.2023	2,227.00
Total :						2,227.00
83 Vouchers for bank code : common						Bank total : 949,921.48
TRANSFER	1/25/2024	BANK OF THE WEST	P/R		NET PAYROLL	541,629.48
83 Vouchers in this report						Total vouchers : 1,491,550.96

02/07/2024 1:53:00PM

Voucher List
CITY OF BELL GARDENS

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189152	2/6/2024	007599 4IMPRINT, INC	26592755		RCS CALFRESH PROMOTIONAL ITI	948.38
					Total :	948.38
189153	2/6/2024	000026 AAA BURGLAR ALARM	0001218		PW SRVC/REP ALARM AT NYC GYM	324.00
			0001219		PW-SRVC/REP ALARM AT ROSS H/	125.00
					Total :	449.00
189154	2/6/2024	009565 ACTIVE NETWORK LLC	4100181710	05633	RCS ACTIVENET ANNUAL SUBSCR	6,814.92
					Total :	6,814.92
189155	2/6/2024	010952 ALEXANDRA, NICOLE	00012		RCS SENIOR VALENTINE DAY 2/14	350.00
					Total :	350.00
189156	2/6/2024	000098 ALIN PARTY SUPPLY	574145		RCS SR CTR GAME DAY	203.71
			574411		RCS CREATIVE KIDS DECOR	311.72
					Total :	515.43
189157	2/6/2024	000106 ALL CITY MANAGEMENT SERVICES	89851	05473	PW CROSSING GUARD 11/26-DEC	16,525.89
			90300	05473	PW CROSSING GUARD SERVICES	8,276.45
					Total :	24,802.34
189158	2/6/2024	010833 AMAZON CAPITAL SERVICES, INC.	137HCKVM1QL4		RCS THROW BACK FRIDAY 2/23	44.61
			16CCH6FDLGV1		RCS SAINT VALENTINES ASP	317.13
			16CCH6FDNCKN		RCS AFTERSCHOOL PRGM	134.38
			1FNRLMJK4339		RCS BGVP ASP CRAFTY MONDAYS	104.95
			1GHC RHPWMT9X		RCS SUPPLIES BGVP GAMEROOM	149.67
			1LFDHP717D4W		RCS FUSION DANCE TEAM	203.35
			1LW9J9NL3QNH		RCS STAR KAKAOKE DAY 2/2	66.94
			1M4K33L741GH		RCS CFSC OFC SUPPLIES	17.84
			1NFVH3XRHF43		RCS STAR GAME NIGHT 2/9	122.55
			1PVRKKNYKP9QQ		RCS COMM GARDEN SUPPLIES	59.99
			1TGGY9NQK4RC		RCS CFSC OFFICE DECOR	29.75
			1V947FQ131HN		RCS STAR FRIENDSHIP DAY 2/16	122.53
					Total :	1,373.69
189159	2/6/2024	000150 ANAYA'S SERVICE CENTER	39392		PW SRVCS/REP TIRES VEH SM 2	86.78
					Total :	86.78

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189160	2/6/2024	010918 ATHENS INSURANCE SERVICES, INC	FEB2024		REIM FOR OVERPMNT EMPL 4850	1,473.59
					Total :	1,473.59
189161	2/6/2024	006800 ATHENS SERVICES	0124121115	05490	PW RESID TRASH SERVICE JAN	307,879.22
					Total :	307,879.22
189162	2/6/2024	010690 AV GRAPHICS	PS102481		CC BUS CARDS 2 CC MEMBERS	170.91
					Total :	170.91
189163	2/6/2024	006666 BEITH, TORBEN	20240201	05460	PD ADMINI SUPP SERVICES JAN	3,382.50
					Total :	3,382.50
189164	2/6/2024	005948 CALIFORNIA PARK & REC SOCIETY	001781-012924	05628	RCS CPRS MEMBERSHIP RENEWA	2,035.00
					Total :	2,035.00
189165	2/6/2024	004748 CAMACHO, PAUL	JAN2024		PD TRNG LODGING REIM 2/22-24TI	735.12
					Total :	735.12
189166	2/6/2024	001447 CHARTER COMMUNICATIONS	3506011624		CABLE SRVCS CH JAN 2024	121.03
					Total :	121.03
189167	2/6/2024	008098 DIRECTV, INC.	057328772X240120		RCS CELL SRVCS 12/20-1/19	94.99
					Total :	94.99
189168	2/6/2024	007652 DISCOUNT SCHOOL SUPPLY	P42634110101		RCS SUPPLIES BGVP	788.18
					Total :	788.18
189169	2/6/2024	008493 DUNN EDWARDS CORPORATION	2009A22661	05523	PW GRAFFITI PAINT AND SUPPLIE:	1,702.71
					Total :	1,702.71
189170	2/6/2024	008128 ECONOLITE SYSTEMS	41958	05509	PW EXTRAORDINARIES KNOCKDN	1,349.18
			42034	05509	PW EXTRAORDINARIES	5,522.03
			42045	05509	PW EXTRAORDINARIES	2,482.18
			42046	05509	PW TRAFFIC SIGNAL MAINTENANC	4,896.70
			42074	05509	PW ROLLING REPORTS DEC 2023	5,960.37
					Total :	20,210.46
189171	2/6/2024	005206 FIESTA COOPERATIVE INC.	231116	05550	PW MEDICAL TAXI NOV	2,675.65

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189171	2/6/2024	005206 FIESTA COOPERATIVE INC.	(Continued) 231206	05550	PW MEDICAL TAXI DEC 2023	2,624.60
					Total :	5,300.25
189172	2/6/2024	004594 FUN EXPRESS	72936045901		RCS STAR KARAOKE DAY 2/2	50.00
					Total :	50.00
189173	2/6/2024	002092 GOLDEN STATE WATER COMPANY	14489565193-011824 47710200008-011224 50552100005-011724 57710200008-011224 58731400006-011624 65551868949-011824 84655100000-011624 92962400005-011024		PW 8114 PARK LN SOCCER FIELD PW 6546 EASTERN PW 5978 GALLANT ST IRRIG PW-6547 EASTERN PW 7901 EASTERN MEDIAN IRRIG PW 7800 SCOUT IRRIG PW 5619 CLARA ST IRRIG PW 6863 DARWELL AVE.	170.89 88.83 250.91 82.10 169.32 789.56 237.33 128.39
					Total :	1,917.33
189174	2/6/2024	000938 GRAINGER	9964053392		RCS FOOD PANTRY	599.36
					Total :	599.36
189175	2/6/2024	008072 HF & H CONSULTANTS, LLC	9720836	05535	PW RESID WASTE CONSUL SRVCS	6,394.28
					Total :	6,394.28
189176	2/6/2024	001025 HOME DEPOT	0183329040621 019118/8021037 3544294 5904104 8473690 8586635 9530799 9780432		PW FACILITY SUPPLIES PW FACILITY SUPPLIES RCS NYC ASST SUPPLIES RCS JAFP SP OFC SUPPLIES RCS CFSC OFC SUPPLIES RCS NYC ASP CLEANING SRVCS RCS NYC CLEANING SUPPLIES RCS GC EQUIPMENT	533.50 225.48 282.18 108.90 27.10 220.49 342.49 172.82
					Total :	1,912.96
189177	2/6/2024	001034 HUMAN SERVICES ASSOCIATION	HSA112023		RCS BGVP ROSS HALL REFUND	400.00
					Total :	400.00
189178	2/6/2024	005177 INFRASTRUCTURE ENGINEERS	29019 29029	05613 05611	PW UPDATE 2021 WATER RATE AD PW PREPARATION OF RFP FOR CI	1,017.50 10,822.50

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189178	2/6/2024	005177 005177 INFRASTRUCTURE ENGINE (Continued)			Total :	11,840.00
189179	2/6/2024	002035 LA COUNTY SHERIFF'S DEPT.	241671BL		PD PRISONER MAINT MEALS DEC	165.70
					Total :	165.70
189180	2/6/2024	001218 LACMTA, REGIONAL TAP SERVICE CTR.	6021587 6021699		PW TAP,S/D MNTHLY NOV 2023 PW TAP,S/D MNTHLY DEC 2023	192.00 57.60
					Total :	249.60
189181	2/6/2024	006145 LAN WAN ENTERPRISE, INC.	74825 74828 74834	05462 05462 05462	PD MAINT 1/8-1/11 PD MAINT CONTRACT 1/15-18TH PD MAINTCONTRACT 1/22-25TH	4,800.00 4,800.00 4,800.00
					Total :	14,400.00
189182	2/6/2024	007252 LEAF	15987046		RCS HP L365 COPIER SYSTEM	388.97
					Total :	388.97
189183	2/6/2024	001269 LEAGUE OF CALIF. CITIES	11798		2024 STATE MEMBERSHP DUES	14,367.00
					Total :	14,367.00
189184	2/6/2024	008684 LGP EQUIPMENT RENTALS INC	129516 129575 129659		PW CONCRETE TRAILER 7540 EAS PW CONCRETE TRAILER 7540 EAS PW PROPANE FOR FORKLIFT	919.09 586.86 32.02
					Total :	1,537.97
189185	2/6/2024	010668 MARMOLEJO, SAMUEL	JAN2024		PD TRNG EVOC 2/12-15TH	192.00
					Total :	192.00
189186	2/6/2024	007052 MB BILLIARDS, MARIO BLANCO	H8-012224		RCS SENIOR BILLARDS LEVELING	80.00
					Total :	80.00
189187	2/6/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	20957236		PD JAIL UNIFORMS/LINEN CLEANIN	56.64
					Total :	56.64
189188	2/6/2024	010951 MGAS CONSTRUCTIONS, INC	GARCIA		CONTR. 1ST DEP 5830 AGRA ST	18,982.50
					Total :	18,982.50
189189	2/6/2024	010248 MICHAEL BAKER INTERNATIONAL	1201622	05341	CD CDBG ADMIN AND LABOR COM	2,485.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189189	2/6/2024	010248 010248 MICHAEL BAKER INTERNAT	(Continued)		Total :	2,485.00
189190	2/6/2024	010561 NWESTCO,LLC	INV482136		PW DO INSP JAN 2024	120.00
					Total :	120.00
189191	2/6/2024	000453 PARK WATER, LIBERTY PARK UTILITIES	1800000016	05475	PW OPERATION & MAINT DEC 2023	26,656.41
					Total :	26,656.41
189192	2/6/2024	001697 PARKHOUSE TIRE, INC.	1010961928		PW TIRES DISPOSAL	234.50
					Total :	234.50
189193	2/6/2024	007292 PARKING CO. OF AMERICA, PCAM,LLC	INV0005442		RCS LAS POSADAS EXCURSION	770.00
			INV0005443		RCS WINTER DAY CAMP EXCURSION	770.00
					Total :	1,540.00
189194	2/6/2024	010883 PEDRAZA, JUAN	JAN2024		PD TRNG REIM EVOC 2/12-15TH	416.99
					Total :	416.99
189195	2/6/2024	010558 PENA, JONATHAN	FEB 12-15 EVOC		PD TRNG PERDIEM 4 DAYS	192.00
					Total :	192.00
189196	2/6/2024	000494 PETTY CASH, CITY OF BELL GARDENS	OCT-DEC 2023		PETTY CASH ALL DEPT OCT-DEC	500.87
					Total :	500.87
189197	2/6/2024	004661 QUILL CORPORATION	36572838		PD OFC SUPPLIES DEPT	200.13
			36573365		PD OFC SUPPLIES DEPT	171.74
					Total :	371.87
189198	2/6/2024	006494 REEVES CO. INC.	483588		PD NAMEPIN RAISED FLAG EMBLE	23.68
					Total :	23.68
189199	2/6/2024	002884 RESERVE ACCOUNT	10889251-013124		POSTAGE ALL DEPTS	1,412.56
					Total :	1,412.56
189200	2/6/2024	010550 RETURN TO WORK PARTNERS INC.	24906		PROF SRVCS RENDERED 1/10-25T	1,429.48
					Total :	1,429.48
189201	2/6/2024	001868 RIO HONDO COLLEGE	F23246ZBGN		PD PHYSICAL FITNESS TESTING X	50.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189201	2/6/2024	001868 RIO HONDO COLLEGE	(Continued)		Total :	50.00
189202	2/6/2024	001885 ROADLINE PRODUCTS,INC	19119	05630	PW FLASHING LED STOP SIGN W/	9,056.09
					Total :	9,056.09
189203	2/6/2024	007259 ROBERT HALF	63121926	05631	FA PROFSRVCS VALERIE SUMOGI	984.00
					Total :	984.00
189204	2/6/2024	001935 S&S WORLDWIDE	in101327188 IN10138541		RCS SUPPLIES RCS ASP RCS FORD PK ASP	235.67 168.62
					Total :	404.29
189205	2/6/2024	006462 SANCHEZ, VERONICA	12224 REIM		PW NOTICE OF EXEMPT CEQA FILI	151.75
					Total :	151.75
189206	2/6/2024	002063 SMART & FINAL	123177- tax owed 464822-REVERSE C		RCS SENIOR CNTR SHORT PAID O RCS CREDIT CK187921 PAYBACK	30.49 108.78
					Total :	139.27
189207	2/6/2024	000913 SMITH PAINT	916045 916201 916796 917789	05500	PW GRAFFITI PAINT AND SUPPLIE: PW PAINT SUPPLIES FACILITIES PW PAINT SUPPLIES FACILITIES PW PAINT SUPPLIES FACILITIES	1,594.52 297.28 85.36 469.21
					Total :	2,446.37
189208	2/6/2024	002087 SOUTHERN CALIFORNIA EDISON	700143043419-01182 700173489897-01082 700436447302-01192		PW VARIOUS LOCATIONS PW 8000 PK LANE UNIT A PW 6208 LOVELAND ST	14,543.03 9,243.56 120.21
					Total :	23,906.80
189209	2/6/2024	007554 STEAMX,LLC, MIKE J. MANCE	67748Q		PW EQUIPMNT SUPPLIES	38.81
					Total :	38.81
189210	2/6/2024	002169 SUPER A FOODS	3265-011724 3271 3567 3672-012424 5246 5967-012424		RCS SUPPLIES BGVP GAMEROOM RCS SUPPLIES BGVP GAMEROOM RCS NYC KIDS COOKING 1/17 RCS NYC KIDS COOKING RCS BGVP KIDS COOKING JANUAF RCS EFSP PANTRY SUPPLIES	63.41 68.01 36.17 40.58 135.54 232.86

02/07/2024 1:53:00PM

Voucher List
CITY OF BELL GARDENS

Page: 7

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
189210	2/6/2024	002169 002169 SUPER A FOODS	(Continued)		Total :	576.57
189211	2/6/2024	009230 TERRA REALTY ADVISORS, INC	202301496	05478	CD CONSULTANT SERVICES: BILLE	5,049.47
					Total :	5,049.47
189212	2/6/2024	009775 THOMSON INC.	51009260		PW QRTL SYSTEM CK A/C AT NYC	312.00
			51009285		PW SRVC/REP A/C BGVP	585.00
			51009804		PW QRTL SYSTEM CK A/C SENIOI	644.10
			51022407		PW QRTL SYSTEM CK A/C RESOL	814.99
			51022655		PW QRTL SYSTEM CK A/C SENIOI	390.00
			51023042		PW QRTL SYSTEM CK A/C BGVP	585.00
			51023666		PW QRTL SYSTEM CK A/C AT CH	624.00
			51239869		PW SRVC REP A/C AT BGVP	856.97
					Total :	4,812.06
189213	2/6/2024	008112 TIFCO INDUSTRIES INC	71935184		PW SMALL TOOLS	721.73
					Total :	721.73
189214	2/6/2024	002843 US POSTAL SERVICE	PERMIT 213 020624		CD POSTAGE RENTAL ASSIST FLYE	2,100.00
					Total :	2,100.00
189215	2/6/2024	009744 USA & RAFAEL CLEANERS, RAFAEL RODI 46753			RCS DEPT DRY CLEANING	388.00
					Total :	388.00
189216	2/6/2024	006130 VERIZON WIRELESS	9954600991		RCS CELL SRVCS 12/20-1/19	207.88
					Total :	207.88
189217	2/6/2024	005583 WEST COAST ARBORISTS INC.	209681	05512	PW TREE PRUNNING SOUTH SIDE	16,232.80
					Total :	16,232.80
189218	2/6/2024	002434 WILLIAMS SCOTSMAN INC.	9019963198		PD CONTRACT SRVCS 1/17-2/13	187.20
					Total :	187.20
67 Vouchers for bank code : common						Bank total : 555,605.26
67 Vouchers in this report						Total vouchers : 555,605.26



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 4.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Manuel Carrillo, Director of Finance & Administrative Services
SUBJECT: **WARRANT REGISTER SUCCESSOR AGENCY**
DATE: February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 02/06/24.

BACKGROUND/DISCUSSION:

The attached warrant register is for 02/06/24. The warrant register reflects the obligation of the Successor Agency to the Community Development Commission (Successor Agency) for the above referenced date.

CONCLUSION:

If the recommendation to the Successor Agency Members is approved, then the warrant register dated 02/06/24 will be received and filed.

FISCAL IMPACT:

Warrant register	02/06/24	12942	\$4,606.25
		Total Voucher	\$4,606.25
		Grand Total Voucher	\$4,606.25

ATTACHMENTS:

Exhibit 1-Warrant Register SA

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

02/07/2024 2:18:37PM

Voucher List
CITY OF BELL GARDENS

Page: 1

Bank code : cdckg

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12942	2/6/2024	006334 TIERRA WEST ADVISORS, LLC	BG1123A	05590	CD CONSULTANT SERVICES: FORM	3,122.50
			BG1123B	05590	CD CONSULTANT SERVICES: FORM	996.25
			BG1123C	05590	CD CONSULTANT SERVICES: FORM	487.50
Total :						4,606.25

1 Vouchers for bank code : cdckg

Bank total : 4,606.25

1 Vouchers in this report

Total vouchers : 4,606.25



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 5.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Manuel Carrillo, Director of Finance and Administrative Services Jules Tak, Accounting Manager
SUBJECT:	JANUARY 2024 TREASURER'S REPORT
DATE:	February 26, 2024

RECOMMENDATION:

It is recommended that the City Council receive, approve, and file the January 2024 Treasurer's Report.

BACKGROUND/DISCUSSION:

The Treasurer's Report is a list of cash and investments held by the City as of January 31, 2024. Monthly reporting includes cash balances by fund and reconciled bank balances provided by Finance and Administrative Services.

CONCLUSION:

The January 31, 2024, Treasurer's Report has been presented to the City Council with a recommendation to receive, approve and file.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Treasurer's Report January 2024

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2024

CITY CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET - 4823	BMO	\$ 21,286,251.12	1.00%
COMMON CHK - 9658	BMO	894,523.63	1.00%
PAYROLL - 4162	BMO	0.00	1.00%
LA CLEAR - 6488	BMO	401,196.23	1.00%
	TOTAL	<u>\$ 22,581,970.98</u>	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	MAT. DATE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,292,926.75	\$ 20,292,926.75	\$ 20,292,926.75	100.00%	N/A	1.772%
TOTAL	<u>\$ 20,292,926.75</u>	<u>\$ 20,292,926.75</u>	<u>\$ 20,292,926.75</u>	<u>100.00%</u>		

CITY TOTAL CASH AND INVESTMENT \$ 42,874,897.73

5

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
WATER REF.REV. BONDS SERIES 2004 Res - 4003	398,438.35	398,438.35	398,438.35	0.000%
WATER REF. REV. BONDS SERIES 2004 Rev - 4000	1.60	1.60	1.60	0.000%
WATER REF.REV. BONDS SERIES 2004 INT - 4001	9.88	9.88	9.88	0.000%
LEASE REV REF BONDS SERIES 2005 Res - 8005	437,823.81	437,823.81	437,823.81	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	0.39	0.39	0.39	0.000%
TOTAL	<u>\$ 836,274.03</u>	<u>\$ 836,274.03</u>	<u>\$ 836,274.03</u>	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2024

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET - 6703	BMO	\$ 1,046,407.62	1.00%
COMMON CHK - 2703	BMO	3.08	1.00%
	TOTAL	\$ 1,046,410.70	

SUCCESSOR to CDC INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 660,635.39	\$ 660,635.39	\$ 660,635.39	100.00%	N/A	1.772%
TOTAL	\$ 660,635.39	\$ 660,635.39	\$ 660,635.39	100.00%		

TOTAL CASH AND INVESTMENT \$ 1,707,046.09

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
CDC TARR BOND P1 RED AR RES A/C 2014 A - 3003	\$ 0.00	\$ 0.00	\$ 0.00	0.00%
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,007.75	615,007.75	615,007.75	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	69,375.00	69,375.00	69,375.00	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,057.81	1,110,057.81	1,110,057.81	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	178,445.70	178,445.70	178,445.70	0.00%
TOTAL	\$ 1,972,886.26	\$ 1,972,886.26	\$ 1,972,886.26	

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
FIN. AUTH. TRB REV A/C 2005 SERIES(A) - 8000	\$ 6.49	\$ 6.49	\$ 6.49	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR 1 - 8004	193,952.44	193,952.44	193,952.44	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) CC - 7003	421,153.74	421,153.74	421,153.74	0.00%
TOTAL	\$ 615,112.67	\$ 615,112.67	\$ 615,112.67	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2024

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+	(-)	ENDING BALANCE	RATE
			DEPOSITS	WITHDRAWALS		
MARKET - 4823	BOW - BMO(Eff 9/5/23)	\$ 17,470,958.07	\$ 8,727,520.53	\$ (4,912,227.48)	\$ 21,286,251.12	1.00%
COMMON CHK - 9658	BOW - BMO(Eff 9/5/23)	76,347.89	3,571,275.33	(2,753,099.59)	894,523.63	1.00%
PAYROLL - 4162	BOW - BMO(Eff 9/5/23)	0.00	1,238,171.84	(1,238,171.84)	0.00	1.00%
LA CLEAR - 6488	BOW - BMO(Eff 9/5/23)	387,540.78	13,663.70	(8.25)	401,196.23	
	TOTAL	\$ 17,934,846.74	\$ 13,550,631.40	\$ (8,903,507.16)	\$ 22,581,970.98	

CITY INVESTMENT

ISSUER	BEGINNING BALANCE	+	(-)	ENDING BALANCE	STATED RATE
		DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES (+)(-) CHANGES WITHIN FUNDS		
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,091,088.57	\$ 201,838.18	\$ 0.00	\$ 20,292,926.75	1.772%
TOTAL	\$ 20,091,088.57	\$ 201,838.18	\$ 0.00	\$ 20,292,926.75	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BEGINNING BALANCE	+	(-)	ENDING BALANCE	RATE
		INTEREST/ DEPOSITS/ PURCHASES	ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES		
WATER REF. REV. BONDS SERIES 2004-Rev - 4003	398,436.66	1.69	0.00	398,438.35	0.000%
WATER REF. REV. BONDS SERIES 2005 - 4000	1.60	0.00	0.00	1.60	0.000%
WATER REF.REV. BONDS SERIES 2004 INT - 4001	9.88	0.00	0.00	9.88	
LEASE REV REF BONDS SERIES 2005 Res - 8005	437,821.95	1.86	0.00	437,823.81	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	0.39	0.00	0.00	0.39	
	\$ 836,270.48	\$ 3.55	\$ 0.00	\$ 836,274.03	

CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
JANUARY 31, 2024

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 6703	BMO	\$ 75,048.68	\$ 1,245,274.85	\$ (273,915.91)	\$ 1,046,407.62	1.00%
COMMON CHK - 2703	BMO	37,000.01	273,916.48	(310,913.41)	3.08	1.00%
		<u>\$ 112,048.69</u>	<u>\$ 1,519,191.33</u>	<u>\$ (584,829.32)</u>	<u>\$ 1,046,410.70</u>	

ISSUER	BEGINNING BALANCE	+ DEPOSITS PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 654,064.56	\$ 6,570.83	\$ 0.00	\$ 660,635.39	1.772%
TOTAL	<u>\$ 654,064.56</u>	<u>\$ 6,570.83</u>	<u>\$ 0.00</u>	<u>\$ 660,635.39</u>	

CASH WITH FISCAL AGENT- US BANK (CORPORATE TRUST SERVICES) RESTRICTED BOND CASH

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
CDC TARR BOND P1 RED AR RES A/C 2014 A - 3003	\$ 0.71	\$ 0.00	\$ (0.71)	\$ 0.00	0.00%
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,005.14	2.61	0.00	615,007.75	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	31.86	69,343.14	0.00	69,375.00	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,053.10	4.71	0.00	1,110,057.81	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	56.73	178,388.97	0.00	178,445.70	0.00%
TOTAL	<u>\$ 1,725,147.54</u>	<u>\$ 247,739.43</u>	<u>\$ (0.71)</u>	<u>\$ 1,972,886.26</u>	

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES/ MARKET GAIN	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES/ (MARKET LOSS)	ENDING BALANCE	RATE
FIN. AUTH. TRB REV FUND 2005 SERIES A - 8000	\$ 6.49	\$ 0.00	\$ 0.00	\$ 6.49	0.00%
FIN. AUTH. TRB INT A/C 2005 SERIES A PR 1 - 8004	193,951.62	0.82	0.00	193,952.44	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES A CC - 7003	421,151.95	1.79	0.00	421,153.74	0.00%
TOTAL	<u>\$ 615,110.06</u>	<u>\$ 2.61</u>	<u>\$ 0.00</u>	<u>\$ 615,112.67</u>	

In compliance with California Government Code Section 53646, as the City Treasurer of City of Bell Gardens, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and Successor to CDC's expenditure requirements for the next six months, and that all investments are in compliance of the City's Statement of Investment Policy. I also certify that this report reflects all Government Agency pooled investments and all City's and Successor Agency to CDC's bank balances.

Manuel Carillo
City Treasurer

Sign:
Date:


2/15/24



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 6.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Gustavo Romo, Deputy City Manager/Community Development Director
SUBJECT:	AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR AS-NEEDED BUILDING INSPECTION AND PLAN CHECK SERVICES
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution;
2. Authorize the City Manager to execute a Professional Services Agreement with BPR Consulting Group, LLC to provide as-needed building inspection and plan check services, subject to City Attorney approval as to form; and
3. Appropriate \$100,000.00 to fund as-needed services through Fiscal Year 2023-2024.

BACKGROUND/DISCUSSION:

The City's Building and Safety Division, which is a division of the Community Development Department, has been assisted throughout the years by private consultant firms that provide as-needed building inspection and plan check services. For the most part, inspection services are only needed when the City's in-house inspectors are out on leave, or when special projects require additional inspection services. Plan check services, on the other hand, are regularly done by the City's consultant, except for minor plan checks done over the counter by City staff.

To address the needs of the City and have an opportunity to compare services, the City prepared a Request for Proposals (RFP) on September 19, 2023. The following ten (10) firms responded to the RFP (listed in alphabetical order):

1. BPR Consulting Group
2. Bureau Veritas
3. CSG Consultants
4. 4Leaf
5. Infrastructure Engineers/Bowman Company
6. Interwest/SafeBuilt Company
7. RKA
8. Transtech
9. VCA
10. Willdan Engineering

The RFP requested a scope of services proposal to address the following:

1. Plan Checking

- a) The Consultant shall review the plans prepared by or on behalf of the various private developers for compliance with the ordinances of the City.
- b) The Consultant shall maintain close liaison with other City departments in order that the appropriate requirements of those departments are incorporated within such building plans.
- c) The Consultant shall arrange reviews by other appropriate agencies having jurisdiction in such matters relative to the enforcement of the Fire Codes, Sanitation Codes and Health Codes. When satisfied that the appropriate requirements of the City's codes have been met, the Consultant shall issue permits as appropriately set forth in such codes.

2. Building Inspection

- a) The building inspector(s) shall provide building inspection services as needed and as requested during staff time-off and/or the course of construction of such private facilities to enforce compliance with the provisions of the City's ordinances and the code requirements set forth on the plans for which the permit was issued.

In the performance of such duties the building inspector(s) shall provide prompt inspection for each project at the completion of the various stages of construction to determine compliance with the appropriate City code.

EVALUATION OF CONSULTANT PROPOSALS

The City reviewed the ten (10) proposals in response to the September 2023 RFP through a panel made up of the Community Development Director, Public Works Director, Building Services Supervisor and City Planner. After reviewing the proposals, the panel decided to invite six (6) of the consulting firms to interview based primarily on overall experience, qualifications and cost. The panel compiled scoring sheets for each consulting firm rated on the following factors:

- | | |
|--|-----|
| 1. Local Government Experience | 30% |
| 2. Staff qualifications | 30% |
| 3. Cost | 20% |
| 4. Organization size & structure | 10% |
| 5. RFP responsiveness | 5% |
| 6. Amount, type & quality of insurance | 5% |

BPR Consulting Group received the highest score as shown in the following table:

FIRM	SCORE*
BPR Consulting Group	93%
RKA	90%
Willdan	90%
Infrastructure Engineers, a Bowman Co.	88%
Interwest, a SafeBuilt Co.	85%
VCA Code	77%

* Based on average of scores compiled from 4 panelists

CONCLUSION:

It is recommended that the City Council adopt the attached Resolution, approving a Professional Services Agreement with BPR Consulting Group, LLC to provide consulting services to the City for as-needed building inspection and plan check services.

FISCAL IMPACT:

The consulting services are paid by a percentage of the permit fees that are collected. In addition, as-needed building inspection services and plan checks that go beyond the typical are charged at an hourly rate. The total estimated annual not-to-exceed budget is \$300,000. Staff is requesting that the City Council approve an appropriation of \$100,000 for the remaining four months of the fiscal year to fund the services, keeping in mind that 59% of the permit fees collected will pay for the majority of the services.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-10

Exhibit 2 - Professional Services Agreement with Exhibits

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND BPR CONSULTING GROUP, LLC FOR AS-NEEDED BUILDING INSPECTION AND PLAN CHECK SERVICES; AND APPROVAL OF AN ALLOCATION OF FUNDS THROUGH THE END OF FISCAL YEAR 2023-2024

WHEREAS, in accordance with Bell Gardens Municipal Code (“BGMC”) Section 3.04.105, on September 19, 2023, the City of Bell Gardens (“City”) released a Request for Proposals for As-Needed Building Inspection and Plan Check Services (“RFP”); and

WHEREAS, on October 16, 2023, the received proposals from ten (10) firms; and

WHEREAS, City staff reviewed the ten (10) proposals in response to the RFP through a panel made up of the Community Development Director, Public Works Director, Building Services Supervisor and City Planner; and

WHEREAS, upon reviewing the proposals, the panel selected BPR Consulting Group, LLC; and

WHEREAS, the City desires to enter into an agreement with BPR Consulting Group, LLC for a three-year term with an optional two one-year extensions for a Not-to-Exceed Amount of Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, an allocation of ONE-HUNDRED THOUSAND DOLLARS (\$100,000) is needed to fund the work until the end of Fiscal Year 2023-2024, with a new allocation to be proposed during the annual budget process for the next fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council of the City of Bell Gardens hereby finds that the above recitals are true and correct and incorporate them herein by this reference.

SECTION 2. The City Council hereby approves an on-going as-needed Professional Services Agreement for Request for Proposals for As-Needed Building Inspection and Plan Check by and between the City and BPR Consulting Group, LLC in a form approved by the City Attorney, for an annual not-to-exceed amount of Three-Hundred Thousand Dollars (\$300,000), which shall be consistent with the rate schedule set forth in BPR’s proposal.

SECTION 3. The City Council hereby approves an allocation of funds in the amount of One-Hundred Thousand Dollars (\$100,000) to cover the services provided

through Fiscal Year 2023-2024, with a new allocation to be proposed during the annual budget process for the next fiscal year.

SECTION 4. The City Council hereby authorizes the City Manager to execute the agreement along with all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 5. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED and ADOPTED this 26th day of February, 2024.

THE CITY OF BELL GARDENS

Jorgel Chavez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

[Signatures on the following page]

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that City Council Resolution No. _____ was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

2024
PROFESSIONAL SERVICES AGREEMENT
(Engagement: Ongoing As-Needed Building Inspection/Plan Check Services)
(Parties: BPR Consulting Group, LLC and City of Bell Gardens)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 26th day of February 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and BPR CONSULTING GROUP, LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires ongoing as-needed municipal building inspection and plan check services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of three (3) years commencing on March 1, 2024 through March 1, 2027 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term of the Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of two (2) one-year extensions, provided the City Manager issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for As-Needed Building Inspection and Plan Check Services" (hereinafter, "CITY RFP") dated September 19, 2023, and the written proposal of CONSULTANT entitled "Proposal to Provide As-Needed Building Inspection and Plan

Check Services” (hereinafter, the “CONSULTANT PROPOSAL”) dated October 16, 2023. The CITY RFP and the CONSULTANT PROPOSAL are attached and incorporated hereto as **Exhibit “A”** and **“B”** respectively. The term “Scope of Work” shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform the Work contemplated under this Agreement on an as-needed basis. Nothing in this Agreement shall be construed to grant CONSULTANT the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONSULTANT to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONSULTANT and accepted by CITY. CITY requests for the performance of specific as-needed services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a “Task Order”). The standard Task Order form will be provided by the City Representative and shall include the following information:
1. A detailed description of the specific services or tasks requested;
 2. The location of where the particular services or tasks are to be performed, if applicable;
 3. A not-to-exceed budget for performing the services or tasks;
 4. A timeline for completing the requested services or tasks;
 5. Any other information CITY deems necessary and relevant to the requested services or tasks; and
 6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall perform no as-needed work under this Agreement without a signed Task Order provided by the City Representative, containing the information set forth in Section 1.3 (A), above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City

Representative, CONSULTANT shall begin and complete performance of the Work in a timely and a diligently manner as possible.

- 1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with "Section 5: Cost and Pricing" beginning on page 40 of the CONSULTANT PROPOSAL (hereinafter, the "FEE SCHEDULE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted annual aggregate sum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000)**, which shall include a payment of a sum equal to fifty-nine percent (59%) of the total permit revenues collected, plus hourly services requested for inspection services and plan check services over the typical three (3) reviews (hereinafter, the "Annual Not-to-Exceed Sum"), during the Term of this Agreement unless such added expenditures are first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY's approval of any anticipated expenditures in excess of the Annual Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including any applicable Task Order services and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this

Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Gustavo Romo, Deputy City Manager/Director of Community Development (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Ron Beehler, SE, CBO, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
 - A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Work within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Work performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Work. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this

interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATE: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such

Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
 - D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
 - 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
 - 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
 - 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees agents and volunteers.

- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's Work are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the City Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2(B) and 5.2(C), below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
 - i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default

upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(i) that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2(B)(ii) that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend

CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other

covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

BPR Consulting Group, LLC
316 Tejon Place
Palos Verdes Estate, CA 90274
Attn: Ron Beehler, SE, CBO
Phone: 916.204.3178

CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Bell Gardens, CA 90201
Attn: Deputy City Manager/
Directory of Community
Phone: 562.806.7724

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, the venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into

between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

- 6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative 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 City Representative such delay is justified. The City Representative'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.
- 6.21 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

BPR CONSULTING GROUP, LLC:

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Stephanie Vasquez, City Attorney

**EXHIBIT “A”
CITY RFP**



REQUEST FOR PROPOSALS

As-Needed Building Inspection and Plan Check Services

RFP Release Date

Tuesday, September 19, 2023

Proposal Submittal Deadline

5:00 p.m., Monday, October 16, 2023

Contact Person:

Gustavo Romo, Community Development Director

City of Bell Gardens

7100 Garfield Avenue

Bell Gardens, CA 90201

(562) 806-7700

gromo@bellgardens.org

7100 Garfield Avenue • Bell Gardens, CA 90201 • (562) 806-7700 • www.bellgardens.org

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INTRODUCTION	3
SUBMITTAL PROCEDURES/DEADLINE	3
DEFINITIONS, TERMS, AND CONDITIONS	4
BACKGROUND.....	6
SCOPE OF SERVICES.....	7
METHOD OF COMPENSATION.....	8
PROPOSAL FORMAT AND CONTENT REQUIREMENTS	8
EVALUATION CRITERIA	11
SAMPLE PROFESSIONAL SERVICES AGREEMENT	13

INTRODUCTION

The City of Bell Gardens ("City") is seeking proposals from qualified firms with proven expertise to provide as-needed contract building inspection and building plan check services for the Community Development Department. The City currently contracts out these services and is seeking to re-evaluate costs and qualifications. Please review the enclosed Request for Proposals ("RFP") outlining the range of services being sought to determine if you would like to submit a proposal for services.

It is the intent of the City to select a single consultant ("Consultant") to accomplish and/or supply all services outlined in this RFP.

The City reserves the right to accept or reject any or all responses received in response to this request. The City also reserves the right to waive any informality, technical defect or clerical error, or irregularity in any response. The City's potential award of an agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an agreement is awarded, it will be awarded to the Consultant who in the judgment of the City has presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City. Additionally, the City may, for any reason, decide not to award an agreement based on this RFP. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response. The City reserves the right to negotiate deliverables and associated costs.

SUBMITTAL PROCEDURES/DEADLINE

An electronic version shall be emailed to cityclerkdesk@bellgardens.org and gromo@bellgardens.org no later than **5:00 p.m. on Monday, October 16, 2023**. Additionally, three hard copy sets of the proposal (*two (2) bound, one (1) unbound*) **shall be postmarked no later than 5:00 p.m. on Monday, October 16, 2023, to the City Clerk's Office**. The electronic version of the proposal must be an exact duplicate of the hard copies and the subject line must read "City of Bell Gardens As-Needed Building Inspection and Plan Check Services." If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

Postmarks by this date are unacceptable and no facsimiles will be accepted. Please mail or deliver your response in a sealed envelope with "City of Bell Gardens As-Needed Building Inspection and Plan Check Services" written below the address label and addressed as follows:

City Clerk's Office
Attention: Daisy Gomez, City Clerk
As-Needed Building Inspection and Plan Check Services RFP Response
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201

Questions and Inquiries

To ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this RFP shall be addressed in writing to Gustavo Romo, Community Development Director, at gromo@bellgardens.org. The deadline for written questions and inquiries is Monday, October 2, 2023. City Hall is open Monday through Thursday from 7:30 AM to 6:00 PM.

The tentative schedule for this RFP is as follows:

Release of RFP	Date
Deadline for Q&A Written Submittals	Monday, October 2, 2023
Virtual Meeting Question and Answer Session	Thursday, October 5, 2023
Proposal Submission Deadline	Monday, October 16, 2023
Interviews for Qualified Consultants	Monday, October 30, 2023
Tentative City Council Consultant selected/Agreement Approval	Monday, December 11, 2023

DEFINITIONS, TERMS, AND CONDITIONS

Definitions: To simplify and clarify the language throughout this RFP, the following definitions shall apply:

CITY COUNCIL: The elected officials of the City of Bell Gardens, who have been given the authority to exercise such powers and jurisdiction on all City business as conferred by the State Constitution and the City of Bell Gardens Municipal Code.

AGREEMENT: An agreement between the City and the selected Consultant to furnish professional services over a designated period (such as the sample form attached as Exhibit A).

CONSULTANT: Organization, firm or individual offering a proposal in response to this RFP.

Proposal General Terms and Conditions:

Electronic Documents

Consultants may be supplied with the original RFP documents in electronic form to aid in the preparation of proposal(s). By accepting these electronic documents, each Consultant agrees not to edit or change the language or format of these documents. Submission of a proposal by Consultants signifies full agreement with this requirement.

Receipt of Proposals

Submitted proposal(s) must be properly addressed and received by the City prior to the date and time specified. The mere fact that the proposal was dispatched will not be considered; the Consultant must ensure that the proposal is delivered.

Proposals received after the date and time specified shall be returned and will be considered

void and unacceptable. The City is not responsible for the lateness of the mail carrier, etc.; and the time/date stamp of receipt by the City Clerk's Office shall be the official time of receipt.

Alterations

Proposal documents cannot be physically altered or amended after the closing date. Alterations made before closing must be initialed by the Consultant to guarantee authenticity. Proposals may not be withdrawn after the proposal closing date, and each Consultant agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before an agreement is awarded as further described below.

Communication

The City shall not be responsible for any verbal communication between any employee of the City and any proposed Consultant. Only written requirements and qualifications will be considered.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

Reservations

The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of an Agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an Agreement is awarded, it will be awarded to the Consultant who in the judgment of the City has presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal(s) is best for the City. The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award an Agreement.

Reimbursements

The Consultant shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a Consultant is awarded an Agreement pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the Consultant's participation in this RFP process.

Certification

Any proposal that does not contain all the information requested in this RFP will be considered incomplete and may be rejected by the City.

Funding

The City operates and is funded on a fiscal yearly basis. Accordingly, the City reserves the right to terminate, without any liability, any Agreement for which funding is not available.

Negotiations

Negotiations may be conducted with responsible Consultants who submit proposals that are reasonably susceptible of being selected. All Consultants reasonably susceptible of being

selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single Agreement, the City reserves the right to negotiate an Agreement with more than one firm.

Additional Information

During the proposal evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Consultants. The City also reserves the right to investigate the qualifications of the proposed Consultant(s) as it deems appropriate.

RFP

Consultants should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP.

Following the Proposal Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, Consultants acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers. All responses to the RFP received become a matter of public record and shall be regarded as public records, except for those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Award of the Agreement

Award of the Agreement will be by the City Council at a public meeting.

BACKGROUND

The City of Bell Gardens is a General Law City governed by an elected five-member City Council that appoints the City Manager. The City has a population of approximately 39,000 in an area of 2.4 square miles located in the southeastern part of Los Angeles County. The City shares a common boundary with the Cities of South Gate, Bell, Downey, and Commerce. Bell Gardens is considered an integral part of the Los Angeles-Long Beach metropolitan area.

Bell Gardens has its own Police Department but contracts out Fire services to Los Angeles County. Private firms provide contract Building & Safety, CDBG Program Administration, and Engineering services.

The City of Bell Gardens was incorporated on August 1, 1961, as a general law city, thus, operating under the Council/Manager form of government. The five (5) City Council members are elected at-large by the residents for staggered four-year terms and serve as the City's legislative, policy-making body. The Mayor position is shared among the Council members who select one another as Mayor annually. The City Council holds bi-monthly public meetings. The City Manager is responsible for directing City affairs as prescribed by the City Council.

SCOPE OF SERVICES

The primary goal of this RFP is to solicit proposals from qualified Consultants who can assist the City with “as-needed” building inspection and plan check services. The Building and Safety Division is part of the Community Development Department, which also consists of City Planning, Economic Development, Housing, Code Enforcement, Business License, and Community Development Block Grant (“CDBG”) Management.

The City presently contracts building plan check, building inspection, and building rehabilitation inspection completely to a private firm. The firm provides an off-site Building Official who gives direction to the City’s Building Division, which consists of one full-time Building Services Supervisor, who also serves as the Senior Building Inspector, one full-time Building Inspector, and off-site plan check services. The City would like to continue with this staffing arrangement with the duties listed below unless a better solution is proposed.

1. Plan Checking

- a. The Consultant shall review the plans prepared by or on behalf of the various private developers for compliance with the ordinances of the City.
- b. The Consultant shall maintain close liaison with other City departments in order that the appropriate requirements of those departments are incorporated within such building plans.
- c. The Consultant shall arrange reviews by other appropriate agencies having jurisdiction in such matters relative to the enforcement of the Fire Codes, Sanitation Codes and Health Codes. When satisfied that the appropriate requirements of the City's codes have been met, the Consultant shall issue permits as appropriately set forth in such codes.

2. Building Inspection

- a. The building inspector(s) shall provide building inspection services as needed and as requested during staff time-off and/or the course of construction of such private facilities to enforce compliance with the provisions of the City’s ordinances and the code requirements set forth on the plans for which the permit was issued.
- b. In the performance of such duties the building inspector(s) shall provide prompt inspection for each project at the completion of the various stages of construction to determine compliance with the appropriate City code.

The City currently processes, on average, 1000 building permits (including electrical, mechanical, plumbing, and miscellaneous permits) per year and 50 plan checks. The current contract services agreement compensates the contractor with an hourly rate for plan check services and a percentage of all building permits. Building inspection services are required only when staff is on leave.

The Scope of Services may be modified through negotiation and/or by written addendum after the Agreement is approved.

METHOD OF COMPENSATION

Work Item	Compensation Method
Plan Checking	Percentage of fees collected
Building Inspection	Hourly rates
Building Official	Hourly rates

PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the requirement items will be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a Consultant from furnishing additional reports, functions, and costs as deemed appropriate.

The proposal must contain the following eight (8) elements describing how the Consultant will perform the assignment:

1. Transmittal Letter:

- a. A letter of transmittal signed by an individual authorized to bind the proposer stating the proposer has read and will comply with all terms and conditions of the RFP. The transmittal letter will contain, at a minimum: a) company name and address; and b) an executive summary briefly describing the proposer's ability to perform the work requested, a history of the Consultant's background and experience providing

services.

- b. Conflict of Interest Statement: The Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this Agreement. Particular attention should be paid to compliance with Government Code section 1090.

2. Methodology and Timeliness

- a. Include description of a) the approach and methodology to be taken in addressing the scope of work, b) a listing of the specific tasks, milestones and deliverables required to properly perform the services, and c) an estimated timeline from inception to completion for plan check services based on complexity of request.
- b. The City expects the selected Consultant to adhere to the established timeline and provide an expedited timeline with associated fees.

3. Management and Staffing:

Describe the management and staffing configuration to be utilized to complete the scope of work. Describe the qualifications of staff to be assigned to the project, their title, and types and amount of equivalent experience. Resumes of all proposed personnel must be included. The proposal must indicate who will have primary responsibility for this project.

4. Minimum Qualifications, Prior Related Experience, and References

- a. Firms or individuals must demonstrate competence and capability to satisfactorily perform the scope of work. Proposals that do not meet the minimum qualifications will be determined nonresponsive and ineligible for award. The proposer must provide evidence to show that members of the proposer's project team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to resumes, letters of reference, and project summaries that highlight the team's specific experience.
- b. A list of at least three (3) recent references, including local government agencies where a similar service is or has been provided and any private clients. Include a) the names and telephone numbers of the firm and the key managers and professionals assigned to the project, b) brief description of the project, and c) time period for the project.

5. Cost and Pricing:

- a. Compensation shall be based on the percentage of fees collected for plan check services. As-needed building inspection and building official consultation services

shall be based on hourly rates.

- b. Percentage of fees collected shall include up to three (3) plan checks. A fourth plan check will be charged hourly to the applicant/developer.
- c. Any meetings/consultations directly with the plan checker shall be charged at an hourly rate.
- d. Proposals must include staff hourly rates, plus overhead, travel and any additional project costs proposed. All items must be itemized in detail.
- e. In addition, an hourly fee schedule must be submitted with the proposal. If the scope of work is substantially modified, the extra cost or credit must be negotiated based on the submitted hourly rates.
- f. No retainers will be allowed.

6. Additions or Exceptions:

- a. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all the Consultant's exceptions to the provisions and conditions of the attached City standard professional services contract.

7. Pending Litigation:

Include an explanation and status, if in the last five years, the firm or an office or principal of the firm has been involved in any substantiated complaints, litigation, legal proceedings, or investigations by a regulatory authority.

8. Insurance:

Evidence of commercial liability, professional liability, and workers compensation insurance coverages must be included. Insurance requirements are listed on the sample agreement attached as **Exhibit "A."**

EVALUATION CRITERIA

The award of this agreement will be made to the most qualified Consultant whose proposal complies with the prescribed requirements. The City reserves the right to reject any or all proposals and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Consultant to whom it is proposed to make such an award.

Proposals will be reviewed and evaluated by the Community Development Director and City staff and ranked based on the following considerations:

- Demonstrated experience in building inspection and plan check services;
- Qualifications and expertise of the proposed project team; and
- Cost-effectiveness and reasonableness of the proposed budget.

If further clarifications or negotiations are required, on-site or virtual interviews may be conducted. Participation in these interviews will be at the expense of the Consultant(s). The interview panel will be made up of staff members or representatives from the city. Recommendations will be forwarded to the City Council for final selection and award.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Consultants with regard to the amount, terms, or conditions of this proposal;
- Any attempt to improperly influence any member of the selection staff or City Council members;
- Existence of any lawsuit, unresolved contractual claim, or dispute between Consultant and the City;
- Evidence of incorrect information submitted as part of the RFP;
- Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Consultant's default under any agreement, which results in termination of the

Agreement.

Each proposal will be considered along with those of other responding Consultants, with respect to ability to perform effectively and efficiently those Scope of Services outlined above.

The successful Consultant shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the Agreement.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any or all proposals responding to this RFP without indicating any reasons for such rejection(s).

EXHIBIT "A"
SAMPLE PROFESSIONAL SERVICES AGREEMENT

DRAFT

2023
PROFESSIONAL SERVICES AGREEMENT
(Engagement: **INSERT ENGAGEMENT**)
(Parties: **INSERT CONSULTANT NAME** and City of Bell Gardens)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____ 2023 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and **INSERT CONSULTANT NAME** (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services **INSERT THE KIND OF SERVICES REQUIRED**; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the Bell Gardens City Council at its Regular Meeting.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through **INSERT DATE** (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "**INSERT TITLE OF REQUEST FOR PROPOSALS**" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "**INSERT TITLE OF PROPOSAL**" (hereinafter, the "CONSULTANT PROPOSAL") dated **INSERT DATE OF PROPOSAL**. The CITY RFP and the CONSULTANT PROPOSAL are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the

CONSULTANT PROPOSAL. The capitalized term “Work” shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. **IF NO RFP ISSUED**: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled **“INSERT TITLE OF PROPOSAL”** dated **INSERT DATE OF PROPOSAL** (hereinafter, the “CONSULTANT Proposal”) which is attached and incorporated hereto as **Exhibit “A”**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental, and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.”

1.3 PROSECUTION OF WORK:

- A. CONSULTANT shall perform Work continuously and with due diligence so as to complete the Work within the Term of this Agreement;
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT’s employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- 1.4 **COMPENSATION**: CONSULTANT shall perform the Work in accordance with **“INSERT TITLE OF COMPENSATION DOCUMENT”** (hereinafter, the “COMPENSATION RATE”). The foregoing notwithstanding, CONSULTANT’s total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$INSERT NUMBER)** (hereinafter, the “Not-to-Exceed Sum”) during the prosecution of this Agreement, unless such added expenditure is first

approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.5 PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the

City Representative or their designee.

- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE**, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the City Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
 - C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
 - D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
 - E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - F. All of CONSULTANT's employees and agents possess sufficient skill,

knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail

or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY.

- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon

CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly

for any costs associated with CONSULTANT's obligations to indemnify the City Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 [ONLY USE IF FOR DESIGN PROFESSIONALS]WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the City Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation

reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either: (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions

identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or

task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or

available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in

the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

INSERT CONSULTANT NAME
INSERT ADDRESS

Attn: INSERT PERSON OF
CONTACT NAME
Phone: INSERT PHONE NUMBER

CITY:

City of Bell Gardens
7100 S. Garfield Avenue
Attn: INSERT DEPARTMENT
Phone: 562-806-7700

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 **COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this

Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The Term shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to 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 three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative 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 City Representative such delay is justified. The City Representative'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.

- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF BELL GARDENS:

CONSULTANT NAME:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick Olivarez, City Attorney

**EXHIBIT “A”
CITY RFP**

DRAFT

**EXHIBIT “B”
CONSULTANT PROPOSAL**

DRAFT

**EXHIBIT “B”
CONSULTANT PROPOSAL**

October 16, 2023

**Proposal to Provide
As-Needed Building Inspection
and Plan Check Services**

Prepared for:
City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201



Prepared by:
BPR Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274

TABLE OF CONTENTS

SECTION 1 | TRANSMITTAL LETTER1

Letter and Executive Summary1

Conflict of Interest Statement.....2

SECTION 2 | METHODOLOGY AND TIMELINES3

Approach and Methodology4

Timelines.....10

SECTION 3 | MANAGEMENT AND STAFFING13

Organization Chart13

Management Team.....14

Staff Qualifications14

Licenses and Certifications21

SECTION 4 | MINIMUM QUALIFICATIONS, EXPERIENCE, REFERENCES.....28

Project Summaries29

Client References35

Letters of Recommendation36

SECTION 5 | COST AND PRICING.....38

SECTION 6 | ADDITIONS OR EXCEPTIONS39

SECTION 7 | PENDING LITIGATION.....40

SECTION 8 | INSURANCE41

APPENDIX | RESUMES

Section 1

TRANSMITTAL LETTER

October 16, 2023

City of Bell Gardens
Gustavo Romo, Community Development Director
7100 Garfield Avenue
Bell Gardens, CA 90201



RE: Proposal to Provide As-Needed Building Inspection and Plan Check Services

Thank you for the opportunity to present our proposal to provide As-Needed Inspection and Plan Check Services to the City of Bell Gardens. Our proposal provides a detailed introduction to our firm and an overview of the services provided by BPR Consulting Group (BPR). We understand that the City of Bell Gardens is looking to partner with a highly qualified consultant who can provide **ongoing and remote plan check services along with as-needed and on-call building inspection and building official consulting services**. BPR fully understands the scope of work as outlined in the RFP and is well-equipped to provide the City with the requested services in a professional and customer-focused manner.

LOCAL ADDRESS:

BPR Consulting Group
316 Tejon Place
Palos Verdes Estates, CA 90274

AUTHORIZED REPRESENTATIVE:

Ron Beehler, SE, CBO
Principal-in-Charge
916.204.3178

rbeehler@bpr-grp.com

As our proposal will demonstrate, our talented staff of ICC certified Plans Examiners, Building Inspectors, Building Officials, Licensed Engineers, Architects, and OSHPD and CASp experts have extensive experience providing plan review, building inspection, and building official services similar to those being requested by the City of Bell Gardens. BPR's staff members have previous experience providing these services for numerous public agencies throughout the State of California including the cities of Ontario, Eastvale, Gardena, Maywood, Chino Hills, Costa Mesa, Fontana, Rancho Cucamonga, Santa Ana, Garden Grove, Inglewood, Monterey Park, Anaheim, Corona, El Monte, and Wildomar, to name a few.

BPR's staff of experienced building safety personnel provide high quality, thorough plan review and as-needed building inspection and building official services for our clients and their permit applicants. Our qualified professionals and expertise allow us to assist you and your department in maintaining timely plan review service levels and next day building inspection services during periods of increased workload, vacations, and staffing fluctuations. **Unlike the large national firms, BPR's services are focused on communities in the delivery of high-quality, building plan review and as-needed building inspection and building official services, tailored to your community's specific needs, with the goal of exceeding our clients' expectations by:**

- Providing all services in a **cost-effective** manner.

- Providing **qualified and experienced personnel** who have the ability to perform thorough plan reviews and inspect all aspects of projects and effectively identify, communicate and explain relevant code requirements to designers, contractors, and owner builders.
- Providing a **high level of customer service** for internal and external customers.
- Balancing the need to ensure conformance to standards and regulations with the need for **predictability, uniformity, and efficiency**.
- Providing services in a **timely** manner.

The team proposed to serve the City of Bell Gardens are all appropriately licensed in the State of California or ICC Certified and are experienced and well-versed in providing the requested plan review, as-needed building inspection and as-needed building official services in support of California Building Departments. We will not be utilizing any subconsultants to provide the requested services.

BPR was founded by a group of experienced building safety professionals with the sole focus of providing thorough and efficient plan review, building official, and building inspection services to support California Building Departments. Our leadership team has worked together for **over 17 years** and collectively possesses **more than 100 years of experience** providing building safety services to cities, counties, state agencies and other municipal agencies throughout California and the western United States.

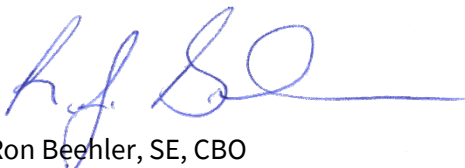
Ron Beehler, SE, CBO, will serve as Principal-in Charge and be the primary point of contact during the proposal process. Ron is authorized to bind the firm to all commitments made in our proposal. **Mark Berg, CBO, MCP, ICC**, will serve as **Project Manager** and **as-needed Building Official** and work with the City to ensure all services are delivered in an efficient and timely manner. **Bill Rodgers, SE**, will serve as **Plan Review Manager**. These three individuals will be supported by a team of experienced multi-disciplinary building department professionals to include ICC certified plans examiners, licensed engineers, ICC certified inspectors, registered architects and other building safety professionals.

Conflict of Interest Statement: BPR Consulting Group does not have any financial, business, or other relationship with the City of Bell Gardens that will have an impact on the outcome of entering into an agreement. More specifically, we can ensure compliance with Government Code section 1090.

Please feel free to contact me at rbeehler@bpr-grp.com or 916.204.3178 if you have any questions concerning our qualifications or the services we provide. Thank you for taking the time to review our proposal. We look forward to the opportunity to work with the City of Bell Gardens.

Sincerely,

BPR CONSULTING GROUP



Ron Beehler, SE, CBO
Director of Client Services

Section 2

METHODOLOGY AND TIMELINES

BPR Consulting Group is qualified and interested in supporting the City of Bell Gardens by providing the requested **Plan Review Services and As-Needed, On-Call Inspection and Building Official Services**. We provide these same services to communities throughout the state, including many nearby Southern California municipalities. We maintain a highly qualified staff of experienced building safety professionals who are able to support the plan review, building inspection, and building official needs of our clients. We are familiar with and possess a strong understanding of State, County, Local and other applicable code-related requirements.

The founders of BPR share the values of providing quality services and a very high level of customer service to our clients. Our focus is to support California building departments in a professional manner allowing our clients the ability to provide efficient, timely and professional building safety services for the communities they serve.

In addition to the experience and qualifications required to successfully perform the requested services, BPR and the staff proposed to serve the City also possess the desire to provide unmatched customer service which stems from ongoing dedication to building relationships with City staff and its constituents.

BPR Consulting Group understands that the City of Bell Gardens is looking to partner with a highly qualified consultant with proven expertise in providing contract building plan check services as well as on-call building inspection and building official consulting services. We further understand that plan review services will be remote and ongoing. Building inspection and building official services will be on-call and as-needed to cover staffing absences and/or large projects where additional support is needed.

BPR is highly qualified and interested in providing the requested services and has proposed staff that possess the appropriate experience, qualifications, education and licenses or certifications.

From the RFP, we understand, and are able to provide the following:

Plan Check Services

- BPR's Plans Examiners will review plans prepared by or on behalf of the various private developers, homeowners, and project owners for compliance with applicable building codes and City adopted ordinances.
- All plan reviews will be conducted in coordination with other City departments to ensure appropriate requirements of those departments are incorporated prior to approval.
- BPR Plans Examiners will work with project applicants to ensure reviews by other appropriate agencies relative to the enforcement of the Fire Codes, Sanitation Codes and Health Codes are completed prior to recommendation for approval.

As-Needed Building Inspection Services

- BPR Building Inspectors will provide as-needed building inspection services to ensure compliance with all applicable building codes and adopted City ordinances as required.

- BPR Inspectors will be available to support the City during staff shortages and for large projects requiring additional support.
- When requested, BPR Building Inspectors will provide timely inspections for each project at the completion of the various stages of construction to determine compliance with the appropriate City codes.

As-Needed Building Official Services

- BPR's Project Manager and proposed Building Official is Certified by the International Code Council as both a Building Official and Master Code Professional and will provide off-site and as-needed Building Official consulting services as requested.

PROJECT APPROACH

On the following pages you will find additional details on BPR's ability, qualifications and approach in providing the requested services to include an **estimated timeline for plan check services**.

PLAN REVIEW

BPR's staff possesses significant technical capabilities in all areas of plans examination competency gained from years of experience providing these same services to multiple California building departments. All plans examiners are California Licensed Engineers or ICC Certified Plans Examiners with multiple years of experience providing plan review services. Our staff will conduct accelerated or project-specific phased plan reviews on an as-needed basis as requested by clients.

Plans examiners will provide comprehensive plan review services to the city and review submitted project documents for compliance with all applicable Federal, State and local codes and ordinances. Disciplines will include, and are not limited to Civil, Building, Plumbing, Electrical, Mechanical, Green Building, Energy Conservation, Geotechnical, Structural and CASp.

Our plans examiners have a thorough understanding of code requirements, are able to read, understand and interpret construction documents, topography and grading plans, energy calculations, geotechnical reports, structural calculations, electrical load calculations, commissioning reports, and other associated design documents. Our plans examination staff have the ability to prepare well-written plan review letters, communicate effectively orally and in writing and work effectively with City staff, project design teams, contractors and permit applicants. Our plans examiners possess knowledge of the most current state and local adopted building standards.

Architectural

BPR's non-structural plans examiners have provided plan review services for a vast array of projects including large residential, commercial, institutional, industrial, retail, and OSHPD 2, 3 and 5 medical office buildings. Many of our plans examiners are CASp certified. Completed plan review projects range from single-story residential projects to complex high-rise commercial buildings and numerous building additions and remodels.



We are experienced and familiar with the use and application of the most current editions of the following model codes:

- California Building Standards Code (Title 24) Parts 1 through 6 and 9
- International Building Code (IBC)
- Americans with Disabilities Act Standards for Accessible Design
- ANSI Standards
- NFPA Codes & Standards
- CA Code of Regulations (CCR) Titles 19 and 25
- Jurisdiction-Adopted Amendments or Ordinances
- CA Existing Building Code
- CA Historical Building Code

Structural

Our structural engineers have extensive experience reviewing and designing building projects subjected to the significant seismic loads necessitated by the geographic location of the City of Bell Gardens. Our structural engineers have reviewed all types of projects including residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings, schools, medical office buildings and court facilities.

Our structural engineers have experience designing and reviewing projects constructed with all building materials including the following:

- Wood
- Reinforced Masonry
- Heavy Timber / Timber Frame / CLT
- Reinforced and Prestressed Concrete
- Stressed Skin Panels
- Structural Steel
- Light Gauge Steel Framing
- Straw Bale
- Rammed Earth
- Insulated Concrete Forms, (ICF)

Our engineers have designed or reviewed a wide array of structural lateral force resisting systems including:

- Structural steel moment frames
- Buckling-restrained braced frames
- Eccentric braced frames
- Concentric braced frames
- Concrete moment frames
- Wood shear wall systems
- Masonry shear wall systems
- Concrete shear wall systems
- Cantilevered column systems
- Pre-stressed and post-Tensioned Concrete
- Various proprietary lateral force resisting systems

Our structural engineers and inspectors are experienced with the provisions of most model codes including current versions of:

- CCR Title 24, Part 2, Volumes 2 & 2.5
- International Building Code (IBC)
- AISC 341, 358 and 360
- ASCE 7
- ASCE 41
- AISI Standards for Cold Formed Steel
- ANSI / AF&PA NDS for wood framing
- ACI 318
- ACI 530 / TMS 402/602
- CA Historic Building Codes
- CA Existing Building Codes
- NEHRP

Mechanical, Plumbing & Electrical

BPR's Mechanical and Electrical Engineers are well versed in the California Mechanical, Plumbing and Electrical codes. We will review submitted design documents to ensure compliance to the current edition of the following codes:

- California Building Code
- California Residential Code
- California Plumbing Code
- California Mechanical Code
- California Electrical Code
- Jurisdiction-adopted amendments

Fire Code Plan Reviews

Our experienced and licensed professional Fire Protection Engineering staff and certified Fire Plans Examiners are properly trained and prepared to address any fire safety plan review needs. If requested, our fire safety plan review staff can quickly and accurately check plans for compliance with applicable fire codes and standards. Our fire protection staff routinely review and inspect projects for compliance with CA Fire Code fire and life safety regulations.

Our Fire Plans Examiners have extensive experience in the use and application of the following model codes, standards, and regulations:

- California Fire Code (CFC) and California Building Code (CBC), with local amendments and regulations.
- Adopted National Fire Protection Standards
- California Health and Safety Code
- Appropriate listings (CSFM, U.L., etc.) for common systems and materials
- Fire Department Standards
- Municipal, State or Federal regulations enforced by local Fire Agencies
- NFPA Standards 13 (automatic fire sprinkler systems)
- NFPA Standards 14 (standpipes)
- NFPA Standards 20 (fire pumps)
- NFPA Standards 72 (fire alarms)
- NFPA Standards 96 (smoke control)
- NFPA 101 Life Safety Code

BPR's staff is active with California Fire Prevention Officer's Association, as well as local chapters of International Code Council Building Officials Organizations throughout the State of California.

Energy Compliance

Our engineers and plans examiners are up to date on all California Energy Code requirements as they relate to both new and remodel construction for all project types. Our staff have experience verifying California Energy Code requirements for projects located within all climate zones. The Energy Efficiency Standards for Residential and Non-Residential Buildings were established in 1978 in response to a legislative mandate to reduce California's energy consumption. These standards have



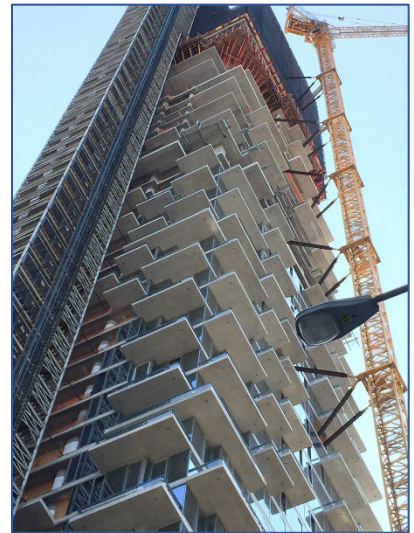
been updated since that time to address a multitude of building components, systems and equipment with the goal of having new and updated buildings be more energy efficient, comfortable for building occupants, and less reliant of fossil fuels.

Green Building Standards

BPR's plans examination staff have a working knowledge of the proper incorporation of CALGreen building criteria into project designs and the resulting potential impact of these standards related to building code compliance and the environment. Our plans examiners will review project documents to verify compliance with adopted Green Building Code Standards as required by state law and local amendments and ordinances.

LEED

Developed by the US Green Building Council (USGBC), LEED provides building owners and operators a framework for identifying and implementing measurable green building design methodologies, construction, operations, and building maintenance. LEED certification consists of a variety of rating systems applicable to multiple building types including commercial as well as residential. Ratings reflect a measure of how well a building performs across many sustainability metrics including: energy savings, water efficiency, CO2 emissions reduction, indoor environmental quality, energy usage and the projects impact on the local environment.



Access Compliance & CASp Review

All BPR CASp-certified plan review and inspection professionals are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. Our staff are experts in the industry, maintaining appropriate certifications demonstrating their expertise, and are experienced providing services for building departments in a seamless manner balanced and in coordination with our client's expectations and needs. We work collaboratively with our clients to address accessibility plan review and inspection related issues as efficiently as possible.

Our plans examiners are fully trained and familiar with CA Building Code Accessibility requirements and ADA compliance requirements and are available for plan review and/or inspection services. We offer support to municipalities for compliance enforcement and/or developing transition plans. We can assist our clients in researching and providing interpretations of various specific issues related to access compliance including access compliance obligation, transition plan development, construction costs and phasing, and regulation interpretations.

Flood Zones

BPR's staff of engineers and plans examiners have experience in providing plan reviews for projects located in FEMA designated flood zones and areas prone to flooding. BPR Consulting Group's staff has provided numerous plan reviews for projects located in flood zones using FEMA's Technical Bulletins as well as locally adopted

ordinances. Additionally, members of our team have participated in state-sponsored committees to establish guideline and building code requirements for projects planned in areas designated as flood zones.

OSHPD 2, 3 & 5

BPR Consulting Group's staff of plans examiners and building inspectors have extensive experience providing plan review and inspection services for OSHPD 2, 3 and 5 projects. BPR staff members have successfully plan reviewed many OSHPD3 hemodialysis centers, outpatient surgery centers, hyperbolic chamber wound care facilities, and acute psychiatric facilities. BPR maintains an OSHPD certified inspectors on staff specifically to provide inspection services for OSHPD 2, 3, and 5 projects during construction. Our staff is well versed with the OSHPD 2, 3 and 5 requirements included in the California Building Code. Our inspection staff has recent experience providing inspection services for hemodialysis, outpatient surgery, hyperbolic chamber, medical clinics and acute psychiatric facilities.

Customer Service | Responsiveness

BPR's staff is always available and willing to discuss plan review issues for projects that we have reviewed with Building Division staff, applicants, designers and contractors via in-person or electronic meetings, telephone, or e-mail as required to resolve plan review related issues. We maintain Microsoft Teams, Zoom and GoToMeeting accounts to foster efficient communication with project proponents regardless of their physical location. Voice mails and e-mails will be responded to the same day they are received, if possible, always within 24 hours.



BPR's staff when not available immediately, will respond within one business day to questions from the Building Official or inspection staff which may be generated during field inspections of projects which were reviewed by BPR staff.

On-Site Consultant Services & Meeting Attendance

Our plan review staff is available for pre-construction or pre-design meetings, field visits, contacts with the design team, and support for field inspection personnel in person or virtually as needed. We understand, fully grasp, and utilize the efficiency afforded by the many electronic meeting platforms that have become available in recent years. We find electronic meeting platforms such as Microsoft Teams, Zoom, and others allow for efficient and constructive communication between parties located throughout the United States and are an efficient tool for resolution of challenging issues both during plan review and field inspections. Our staff is available to meet with the City, project applicants and their design teams either in person or via electronic platform to resolve plan review issues efficiently and collaboratively.

Electronic Document Review

We understand that plan reviews are currently performed via paper submittal but that the City is working with a consultant to provide permitting software in the future. BPR's staff are thoroughly experienced providing electronic plan review and will perform electronic plan reviews as requested by the City. BPR will comply with the City's established policies and procedures for



electronic plan reviews. BPR maintains an efficient cloud-based, electronic-document, submittal system for receiving and sending large electronic document files. Our electronic document portal utilizes a **ShareFile** system to allow permit applicants and client staff the ability to upload construction documents for our plan review services. We are also able to use **Dropbox** to share and collaborate with the City. Multiple BPR clients allow our staff direct access to their Accella system in order to download assigned plan review documents and to update project status upon completion of their reviews.

BPR has provided electronic plan review services, serving building departments and other public agencies with efficient electronic plan review services. We currently utilize the **Bluebeam** electronic plan review system and we are experienced and prepared to provide electronic plan check services for your community utilizing this same system. We have worked with multiple clients to purchase and deploy Bluebeam software, develop jurisdiction-specific stamps, develop tools to increase efficiencies for electronic plan reviews, and participate and provide ongoing training on the use of the software.

Transporting Plans

For paper submittal documents, we will arrange for all pick-up and delivery of the plan review documents from your office at no additional cost. We utilize specific methods for project document pick-up and delivery with the goal of providing same-day service.

Communicating Plan Review Results

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiencies and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, bearing BPR's plan review stamps and ready for final approval and permit issuance by the jurisdiction.

Standard Plan Review Completion Timeframes

We complete all **plan reviews** within the timeframes shown below for both commercial and residential projects as our standard business practice. We will accommodate any turnaround schedule agreed to with our clients. We can provide expedited plan review services when requested.

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	10	5

ON-CALL / AS-NEEDED BUILDING INSPECTION

BPR maintains the staffing and ability to provide experienced and qualified building inspectors who are appropriately ICC-certified to provide the requested inspection services. If needed, BPR can provide experienced and Certified Building Inspector(s) to perform all building inspections.

Our inspection staff will perform inspection services to verify that the work of construction is in conformance with the approved project construction documents as well as identifying issues of non-compliance with applicable building codes. Our field inspection services will include inspection of all portions of projects including project sites as applicable. Our building inspectors will write legible and understandable correction notices and field reports, and will be available to answer in-person, emailed, or telephone inquiries. All inspection personnel assigned will be ICC and/or CASp certified as required.

We understand that many municipalities have amended code sections, policies and ordinances that impact the work that is inspected and shown on approved project plans. Our inspection staff will familiarize themselves with local requirements to ensure that the projects we are inspecting are compliant with local and current code requirements. Specifically, our inspectors will ensure compliance with the applicable provisions of the Title 24 California Building Standards Code, Parts 1 through 12, covering structural, fire prevention, life safety, disabled access, energy conservation, green building, plumbing, mechanical and electrical installations in residential, commercial, industrial, existing, and historical buildings.

BPR's ICC/CASp certified inspectors have performed building inspection services on a wide variety of construction projects including master planned developments, single-family production, custom homes,

commercial, manufacturing, institutional, assembly, essential service, industrial projects, and historically designated buildings. When necessary for large or fast-paced projects, multiple inspectors can be made available. BPR's inspectors will inspect projects to verify conformance with approved project drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for size, setbacks, heights and other applicable requirements. At the completion of inspections, BPR's inspectors will update database information and complete necessary forms and documents as required to provide seamless service.



Inspector Qualifications & Certifications: BPR will work with the City of Bell Gardens to select appropriately qualified inspectors with applicable experience and specific code knowledge based on the types of projects assigned for inspection. All BPR inspectors are ICC-certified, with many maintaining CASp certification. In addition, BPR employs OSHPD certified inspectors available for inspection of OSHPD designated facilities. Qualified inspectors having experience with inspection of new, existing and historical buildings/sites, building code enforcement, will be assigned as appropriate.

Inspection personnel will have the ability to read, understand and interpret construction plans, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, permit applicants, homeowners and agency staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building and fire standards. Our inspectors are familiar with most of the common scheduling and tracking systems utilized by building departments and can quickly adapt to your systems and requirements.

ON-CALL / AS-NEEDED BUILDING OFFICIAL SERVICES

BPR Building Officials have extensive experience implementing and maintaining the procedures and processes critical to ensuring a Building Department runs smoothly. Our staff have worked with numerous public agencies throughout California and possess the skills required to work effectively with all parties involved.

Our proposed Building Official is an ICC Certified Building Official and Master Code Professional with years of experience directing and managing the full spectrum of building department services and has held a variety of building division positions, including working as a Building Official, Inspector, Plans Examiner, and supervisor of building department services, knows the importance of communication with the City, staff, and other departments and is comfortable representing the Building Division at City Council meetings. We are confident that our proposed Building Official's nearly 30 years of relevant experience will translate into efficient, technically sound, and customer-focused leadership for the City of Bell Gardens when requested.

Areas of responsibility for the On-Call, As-Needed Building Official may include but are not limited to:

- Provide support to the Supervisor/Senior Building Inspector, Building Inspector, and other staff on an as needed basis.

- Attend City Council and/or Commission meetings on an as needed basis.
- Building Department administration
- Oversee plan review services to ensure assignments are completed within specified timeframes.
- Oversee all plan review services to ensure compliance with all applicable Federal, State, and local codes and ordinances.
- Oversight of all inspection activities
- Quality control review of plan checks and inspections.
- Building Code updates for Municipal Code adoption
- Respond to resident inquiries and complaints.
- Provide on-going support of the City's automated permitting system.
- Review discretionary applications for preliminary compliance with construction codes.
- Coordinate a proactive abatement program.
- Create and/or update the City's internal Building and Safety Procedures Manual
- Monthly/Annual Reporting of Building Safety Activities



Section 3

MANAGEMENT AND STAFFING

We have identified **Ron Beehler, SE, CBO** as **Principal-in-Charge** to serve the City of Bell Gardens. Ron will serve as your primary contact throughout the RFP process, will manage all contract and billing issues and will be the individual authorized to negotiate and execute the Consultant Services Agreement with the City. **Mark Berg, CBO, MCP**, will serve as Project Manager / Building Official and will be your primary representative throughout the term of the contract. Mark will manage the successful delivery of services. **Bill Rodgers, SE** will serve as Plan Review Manager to ensure all plan reviews are performed efficiently, consistently and on schedule.

The Organization Chart below provides an overview of the staff selected to serve the City of Bell Gardens. As a full-service building department consulting firm, BPR maintains a staff of over 70 individuals with the experience, aptitude, and qualifications to perform all aspects of the plan review and inspection services the City is requesting.



The founders of BPR share the values of providing quality services and a very high level of customer service to our clients. Our focus is to support California building departments in a professional manner allowing our clients to provide efficient, timely and professional building safety services for the communities they serve. As demonstrated by the brief biographies below, we have a highly qualified and experienced team of building safety professionals available to provide timely and high-quality plan review, as-needed building inspection and as-needed building official services to the City. Complete **resumes** of the management team and staff have been included in the **Appendix**.

MANAGEMENT TEAM

Ron Beeler, SE, CBO

PRINCIPAL-IN-CHARGE



Ron is licensed as a Civil and Structural Engineer in California and Nevada, certified by the International Code Council as a Building Official, Plans Examiner and Building Inspector. Ron is uniquely qualified to evaluate and manage all building department services. He utilizes experience gained through more than 35 years of hands-on experience performing life safety, accessibility and structural plan reviews to successfully manage building departments, building department services and high-profile projects on behalf of public agencies throughout California. Ron's experience includes establishing and coordinating on-site building department services for large multi-building projects and unique fast paced development projects. His background includes the position of Chief Building Official with the City of Sacramento directing a staff of 120 engineers, plan reviewers and building inspectors, Chief of Engineering Design and Construction for the California National Guard and Senior Structural Engineer with the Office of Statewide Health Planning and Development (OSHPD). Ron has served as Chief Building Official for multiple California public agencies including interim assignments. Ron will manage all contract and billing issues and will be the individual authorized to negotiate and execute the Consultant Services Agreement with the City. **Years of Experience:** 35

Mark Berg, CBO, MCP, ICC

PROJECT MANAGER



Mark is an ICC Certified Building Official, Fire Code Official, Plans Examiner, Building Inspector, and **Master Code Professional** with experience performing life-safety, architectural, mechanical, plumbing, electrical, and fire reviews in residential, multi-family and commercial projects. Mark has successfully guided department staff with inspection and plan review of all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing and performing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mark also possesses exceptional skills in complaint resolution, problem solving, damage assessment and team building. **Years of Experience:** 31

Bill Rodgers, SE

PLAN REVIEW MANAGER | STRUCTURAL PLAN REVIEW



Bill is a California licensed civil and structural engineer with over 30 years of experience in the field of structural engineering, including over 20 years of experience as a plan review engineer. Bill has worked closely with Building Departments across the State of California, including many years serving the City of West Sacramento, and has assisted government agencies with numerous projects of varying size and type. His wealth of experience includes managing plan review services throughout California and Nevada on behalf of public agency clients and performing structural plan review for commercial and residential projects. Bill will serve as the City's Plan Review Manager. **Years of Experience: 30**

STAFF QUALIFICATIONS

Our focus is to maintain the highest and best qualified building department staff in the industry. BPR's staff has a proven track record of providing high quality and timely services on behalf of the public agencies we serve. Below you will find brief biographies of the team proposed to serve the City.

Roger Peterson, SE

STRUCTURAL PLAN REVIEW

Roger is a California licensed civil and Structural Engineer, and an experienced building safety professional with 35 years of experience in structural design and building plan review. Roger has designed and provided plan review services for single and multi-story steel, and concrete-framed buildings, as well as structures utilizing timber, and masonry framing systems. Roger's experience includes plan review of numerous high-profile and fast paced multi-story building projects for multiple public agency clients including management of inspection programs for these same types of projects. Roger utilizes his detailed code knowledge, extensive design experience and on-site construction project experience to ensure accurate, thorough, and timely plan review and inspection services on behalf of municipal client agencies. **Years of Experience: 35**

Elena Hartsough, SE

STRUCTURAL PLAN REVIEW

Elena is a California licensed structural engineer with over 20 years of experience plan reviewing and designing building structures utilizing the California building codes, from small home renovations to large warehouse spaces, custom homes and steel and concrete framed buildings. Elena's strengths include experience with multiple building materials including wood, light-gage, masonry, steel and concrete; knowledge of the California Building Code and proficiency in relevant software programs including Enercalc, SAP2000, L-Pile and AutoCAD. **Years of Experience: 22**

Joseph Leonard, SE

STRUCTURAL PLAN REVIEW

Joseph has 20 years of experience as a structural engineer experienced with light framed construction, including single family dwellings, commercial buildings, and public schools, throughout California. Joe is an accomplished structural plans examiner having reviewed all types of projects to verify compliance with California Building Code requirements. Joe utilizes his skills and experience to provide efficient and transparent plan reviews in support of

our clients' plan review operations. Joe is personable and works closely with project applicants to successfully address and resolve identified plan review issues. **Years of Experience:** 20

Charles Nganga, SE

STRUCTURAL PLAN REVIEW

Charles is a California Licensed Structural engineer with a Master of Science degree in Civil Engineering from California Polytechnic State University in San Luis Obispo. He is also a certified ICC plans examiner with nearly 10 years of experience. His work experience, excellent education and solid commitment to the industry has enabled Charles to develop a solid track record of consistently providing clients with exceptional service. Charles shares his skill and knowledge with other building safety professionals by developing and teaching building code related classes. **Years of Experience:** 9

Kyle Hansen, PE

STRUCTURAL PLAN REVIEW

Kyle is a California Licensed Civil Engineer with relevant experience providing plan review services to California public agencies to ensure compliance with all relevant and applicable building codes, ordinances and requirements. Kyle offers incredible attention to detail and an admirable focus on customer service. **Years of Experience:** 7

Chandra Desai, PE

STRUCTURAL PLAN REVIEW

Chandra is a California Licensed Civil Engineer with over 35 years of experience in structural engineering, which includes the design of structures for residential, commercial and industrial facilities. He has over 16 years of experience providing plan review, permit processing and field issue resolution for all types of buildings. **Years of Experience:** 35

Peter Simonsen, PE

STRUCTURAL PLAN REVIEW

Peter is a California Licensed Civil Engineer with relevant experience providing plan review services to California public agencies to ensure compliance with all relevant and applicable building codes, ordinances and requirements. Peter brings careful attention to detail and a clear focus on customer service. Peter focuses primarily on structural review as he works towards becoming a licensed structural engineer. **Years of Experience:** 5

Valentina Olivieri, Structural Plans Examiner

PLAN REVIEW

Valentina is skilled at evaluating and reviewing building plans, engineering/structural calculations, specifications, geotechnical investigations, engineering reports, etc. for compliance with building codes, policies, and jurisdictional requirements for residential buildings, minor commercial and industrial projects. **Years of Experience:** 3

David Castillo, ME, FPE

PLAN REVIEW

David brings more than 35 years of breadth, depth, and knowledge of mechanical engineering, design, and plan review to any project. A California licensed professional Mechanical Engineer and Fire Protection Engineer, his expertise encompasses HVAC, Plumbing, Medical Gases, and Fire Sprinklers. David's background includes mechanical engineering, design, and plan review on Central Treatment Centers, Substance Abuse Treatment Facilities, Inpatient Mental Health Clinics, and Inmate Housing Units for the Department of Corrections. He has engineered and designed Acute Care Hospitals, Skilled Nursing Facilities, Surgery Clinics, Psychiatric Hospitals, Pharmaceutical Plants, Industrial Plants, Educational Facilities, and Hi-Rise Commercial Buildings. **Years of Experience:** 37

Thomas Trimberger, ME, CBO, ICC

PLAN REVIEW

Thomas has more than 30 years of experience working within building departments both successfully providing and supervising virtually all building department functions. Thomas is a CA Registered Mechanical Engineer, ICC Certified Building Official, Plans Examiner and Building Inspector. His extensive experience and knowledge enable him to provide excellent services to our clients. Thomas is skilled at developing relationships with developers, designers and the community to ensure plan reviews, inspections and development review functions are performed in an effective and efficient manner. He continuously assists clients by providing guidance and education on the construction and inspection process. Always helpful, personable, professional and successful in delivering a high level of customer service. **Years of Experience:** 30

Jingpei Zhang, EE

PLAN REVIEW

Jingpei is a licensed electrical engineer in California and has over 30 years of experience. He holds a master's degree in Electrical and Electronic Engineering. His extensive experience in designing a variety of facilities and systems lends to his ability to provide excellent plan review services. His experience includes the design of electrical distribution systems for healthcare centers, data centers, commercial and industrial building and educational facilities. **Years of Experience:** 27

Jerry Schreiber, EE, ICC

PLAN REVIEW

Jerry has more than 40 years of electrical industry experience. He is a licensed electrical engineer in California and Hawaii and is certified by the International Association of Electrical Inspectors as an Electrical Plans Examiner and Electrical Inspector. Jerome's experience is wide and varied, having provided engineering services to the military, public utilities, private organizations and municipal agencies. **Years of Experience:** 40

Jerome Hoberg, AIA, CASp

ARCHITECT

Jerome is a licensed architect and CASp certified professional with over 39 years of experience in both the public and private sectors. His in-depth familiarity and understanding of building codes and regulations coupled with his hands-on experience in design development, construction documentation and plan review makes him an asset to building projects of all types. **Years of Experience:** 39

Denise Reese, CBO, ICC

PLAN REVIEW

Denise is an ICC Certified Chief Building Official and Life Safety Plans Examiner. She has experience performing life-safety, architectural, mechanical, plumbing, electrical, and minimal structural reviews in residential, multifamily and commercial projects, including OSHPD-3 licensed facilities. This valuable experience is also evident in that Denise specializes in working with applicants, designers and jurisdictions, having successfully served multiple California communities. **Years of Experience:** 13

Andrew Burke, CASp, ICC

PLAN REVIEW

Andrew is a Certified Access Specialist and ICC certified Plans Examiner with more than 11 years of industry experience in plan review, inspection, administration and estimating. Andrew has extensive plan check experience in multi-story mixed use projects and provides in-depth review of accessibility issues to ensure compliance with all California Building Codes. His CASp certification provides him with the ability to ensure all aspects of accessibility

have been achieved. His formal training in ICC codes, as well as on-the-job experience, helps him to provide thorough and accurate commercial and residential plan reviews and inspections. Andrew is an excellent asset to any building department both in the office and out in the field. **Years of Experience: 11**

Rick Mauldin, CAsp, ICC

PLAN REVIEW

Rick is a skilled Plans Examiner and Inspector for major multi-discipline and multi-level building projects, known for providing inclusive plan examinations and support to fellow co-workers and various jurisdictional building staff. As a Building Official, Senior Plans Examiner and Senior Inspector, Rick has 37 + years of management, inspection, contracting, building inspection, and building code compliance review experience, including experience with both a city agency and the private sector. **Years of Experience: 37**

Rick Maddox, ICC

PLAN REVIEW

Richard brings over 25 years of experience in all aspects of plan review and building inspections. Richard provides accurate and complete electrical plan reviews of residential and commercial buildings. While working for Clark County Building Department, Richard represented his department for multiple years at all electrical industry events such as IAEI, IEEE, AGC, NEMA, ABC, SNHBA and IBEW. Richard maintains his electrical plan review and inspection skills by regularly participating in industry and code related training and attending electrical safety and electrical industry symposiums. **Years of Experience: 28**

Kevin Brenton, CBO, CAsp, ICC

PLAN REVIEW

Kevin is a California Certified Building Official, a CAsp professional and Commercial Combination Building Inspector with over 24 years in the construction and inspection industry combined. He is an active local chapter member of the International Association of Plumbing and Mechanical Officials and active member of the local chapter of the International Code Council. **Years of Experience: 24**

Sharon Vanderpool, ICC

PLAN REVIEW

Sharon is a proficient building plans examiner with over seven years of experience with residential construction projects and permitting. She is well-versed in the design and plan review process, municipal submittal requirements, and building permit procurement. **Years of Experience: 7**

Nathan Saracino, ICC

PLAN REVIEW

Nathan has nearly 20 years of experience in the construction / building industry with a strong proven knowledge of Federal, State, and local laws, codes and ordinances as they relate to building construction. He is fully versed in the accepted safety standards, testing procedures and methods of construction. He possesses the ability to read and interpret various codes and to apply good judgment in the enforcement of such. Nathan's hands on experience in the construction field coupled with his knowledge and experience in building inspection and plan review make him an asset to any project he is assigned. He possesses a strong work ethic, proactive problem-solving approach and is a valuable team player. **Years of Experience: 19**

Tammie Rikard, ICC

PLAN REVIEW

Tammie has 30 years of experience in municipal government, performing a wide range of functions in Community Development, Building and Planning Divisions. Her education, certifications and experience

provide her with a well-rounded and broad-based capability to deliver excellent customer service in all capacities of permit center management, building code administration, plan review and field inspection within a development services department. **Years of Experience:** 30

Russell Blair, ICC

FIRE PLAN REVIEW

Russell brings more than 40 years of experience as a career member of the fire service. He has managed and participated in a wide range of projects including plan review, inspection, hazard analysis, fire investigation, fire suppression, hazardous materials response, emergency medical services, policy development, and curriculum development. Russ is a four-time graduate of the National Fire Academy in Emmitsburg, Maryland, specializing in the Fire Prevention Management Curriculum. He currently provides fire protection plan review services to building and fire departments throughout California. **Years of Experience:** 40

Melissa Vink, CSFM

FIRE PLAN REVIEW

Melissa is a results-driven professional with over 15 years of experience in the fire service, including seven years as a hospital-based fire inspector. She was appointed as a Designated Campus Fire Marshal from the California State Fire Marshal's Office and is highly efficient in performing fire inspection and plan review services for a wide variety of clients and project types. **Years of Experience:** 15

Don Ctibor, PE, QSD

CIVIL PLAN REVIEW

Don is a highly experienced Licensed California Professional Engineer with extensive project experience and management experience. Specific skills include budget strategy, preparation and oversight and implementation of best practices across multiple departments. Knowledgeable in enforcing compliance and minimum standards to safeguard life, limb, health property and public welfare. Don has successfully provided project management expertise for many California clients. **Years of Experience:** 16

Mark Meyers, CBO, ICC

PLAN REVIEW / INSPECTION

For over 30 years, Mark served as a Building Official, Deputy Building Official, Building Inspector, Plans Examiner and Permit Coordinator serving multiple California communities. He has implemented permit tracking software for multiple jurisdictions, prepared operating budgets and managed all facets of building department activities. He currently serves as an Inspection Manager and Building Official, supervising plan review, inspection and clerical staff ensuring a high level of customer services and technical excellence for assigned California based clients and projects. **Years of Experience:** 31

Rick Walters, CASp, LEED, CBO, ICC

PLAN REVIEW / INSPECTION

Rick has over numerous years of experience in the construction industry with over 30 of those years in the building inspection industry. Rick has experience as a building official and inspector. He has provided senior inspector services in disaster zones for floods and wildfires which required communication with the National Guard, elected officials and law enforcement. Additionally, Rick is experienced in inspection management, council meetings, planning meetings, city and county design review meetings, field inspections, permit tracking and issuance, record keeping, construction techniques, and office procedures. **Years of Experience:** 33

Michael Koch, CBO, ICC

INSPECTION

Mike has over 30 years of experience within the building safety industry. Throughout his career Mike has provided all building department services. Mike is an experienced Building Official, an accomplished Plans Examiner and has provided building inspection services for many years serving multiple California communities. Mike approaches every inspection assignment with a positive, 'how can I approve this project' mindset making him a valuable resource to the communities he serves. **Years of Experience: 30**

Tim Scott, CBO, ICC

PLAN REVIEW / INSPECTION

For the past 20 years Tim has provided building safety services on behalf of California communities. Tim has served in the capacity of Deputy Building Official, Plans Examiner and Building Inspector on behalf of multiple California communities. His experience as a Deputy Building Official exposed him to the many facets of managing a Building Department and allowed him to develop the exceptional organizational and management skills necessary to provide superior services to the communities he serves. Tim's experience includes plan review and inspection for all types and sizes of projects including residential, multi-family, commercial, institutional, and industrial projects. He is familiar with multiple permit tracking software systems utilized by jurisdictions and has managed all facets of building department services. Tim currently utilizes his skills as a Building Official, Plans Examiner and Building Inspector to benefit California communities. **Years of Experience: 22**

Isidoro Zapien, ICC

INSPECTION

Isidoro is an Inspector with 25 years of experience in the construction industry. He has extensive experience and is currently certified in structural steel and welding, high strength bolting, spray applied fireproofing, structural masonry and reinforced concrete. Isidoro is also nuclear gauge certified with experience in soils and asphalt. He has performed various inspection services including quality assurance and quality control to ensure projects were built in accordance with approved plans, specifications and specified codes. **Years of Experience: 25**

Landon Collins, ICC

INSPECTION

Landon has 17 years of experience in the construction industry. He is an ICC certified inspector with experience providing building, mechanical, electrical and plumbing inspections to residential projects well as providing commercial building inspections for Cities and Counties. He provides Building Department inspection services to ensure projects were built in accordance with approved plans, specifications and specified codes. Landon also brings considerable experience from working for several construction companies in the Southern California Region. **Years of Experience: 17**

Joe Guajardo, ICC

INSPECTION

Joe is a building inspector with over 43 years of experience in the construction industry. He has extensive experience that involves all aspects of construction ranging from Superintendent to Lead Inspector. He has performed various inspection services on all project types including those requiring OSHPD expertise. Joe is bilingual in Spanish and consistently provides excellent customer service to architects, contractors and clients. **Years of Experience: 43**

Lorenzo (Enzo) Lusca, ICC

INSPECTION

Enzo is an experienced ICC certified Residential Building Inspector with over a decade of construction expertise. He is meticulously detail-oriented and performs inspections of residential construction projects ensuring

compliance with state and local building codes, safety regulations, and zoning requirements. **Years of Experience:** 11

Gabriel Argueta, CASp, ICC

INSPECTION

Gabriel has 45 years of experience in the construction industry. He is an ICC certified inspector with experience providing building, mechanical, electrical and plumbing inspections on residential and commercial projects. Gabriel is also a certified CASp expert and has provided CASp inspections as well as provided CASp design as a consultant. He provides Building Department inspection services to ensure projects are built in accordance with approved plans, specifications and specified codes. Gabriel brings considerable experience from working for several California based construction companies. **Years of Experience:** 45

Christian Cieslewicz, ICC

INSPECTION

Christian has over 17 years of experience in the construction industry. He is an ICC Combination Building Inspector with experience providing building, mechanical, electrical and plumbing inspections for residential and commercial projects. He provides building inspection services to ensure projects are built in accordance with approved plans, specifications and specified codes. Christian also brings considerable experience gleaned from working as a Journeyman Electrician and Journeyman Carpenter. **Years of Experience:** 17

LICENSES AND CERTIFICATIONS

All of our staff maintain appropriate certifications or professional licenses for the services they provide. We encourage our staff to continually obtain additional certifications and support ongoing training and education for our staff. Below you will find the extensive licenses and certifications that our proposed staff hold.

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
Ron Beehler, SE, CBO, ICC <i>Principal-in-Charge</i>	CA Registered Professional Civil Engineer	CE39404	12/31/2023
	CA Registered Professional Structural Engineer	SE3632	12/31/2023
	NV Registered Professional Civil Engineer	CE019992	12/31/2024
	NV Registered Professional Structural Engineer	SE019992	12/31/2024
	CABO Certified Building Official	1492	---
	ICC Certified Building Official	801789	05/11/2024
	ICC Building Code Specialist	801789	05/11/2024
	ICC Building Plans Examiner	801789	05/11/2024
	ICC Building Inspector	801789	05/11/2024
Mark Berg, ICC <i>Project Manager</i> <i>ICC Master Code Professional</i>	ICC Accessibility Inspector/Plans Examiner	859362	12/11/2025
	ICC Building Code Official	859362	07/14/2024
	ICC Building Code Specialist	859362	07/14/2024
	ICC Building Inspector	859362	07/14/2024
	ICC Building Plans Examiner	859362	07/14/2024
	ICC Certified Building Official	859362	07/14/2024
	ICC Certified Fire Code Official	859362	07/14/2024
	ICC Certified Fire Marshal	859362	10/28/2024
	ICC Combination Dwelling Inspector - Uniform Codes	859362	07/14/2024
	ICC Combination Inspector - Legacy	859362	07/14/2024
	ICC Electrical Inspector	859362	07/14/2024

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	ICC Fire Code Specialist	859362	07/14/2024
	ICC Fire Codes and Standards	859362	04/27/2023
	ICC Fire Inspector I	859362	07/14/2024
	ICC Fire Inspector II	859362	07/14/2024
	ICC Fire Plans Examiner	859362	07/14/2024
	ICC Master Code Professional	859362	10/05/2024
	ICC Mechanical Inspector UMC	859362	07/14/2024
	ICC Permit Specialist	859362	10/03/2024
	ICC Permit Technician	859362	10/02/2024
	ICC Plumbing Inspector UPC	859362	07/14/2024
	ICC Residential Combination Inspector	859362	07/14/2024
	ICC Residential Energy Inspector/Plans Examiner	859362	07/14/2024
	ICC Residential Plans Examiner	859362	04/08/2024
Bill Rodgers, SE <i>Plan Review Manager</i> <i>Sr. Structural Engineer</i>	CA Registered Professional Structural Engineer	SE4198	09/30/2025
	CA Registered Professional Civil Engineer	CE50673	09/30/2025
	NV Registered Professional Civil Engineer	CE18427	12/31/2023
	NV Registered Professional Structural Engineer	SE18427	12/31/2023
Roger Peterson, SE <i>Sr. Structural Engineer</i>	CA Registered Professional Civil Engineer	CE46096	12/31/2024
	CA Registered Professional Structural Engineer	SE3846	12/31/2024
	ID Registered Professional Civil Engineer	CE8225	06/30/2024
	ID Registered Professional Structural Engineer	SE8225	06/30/2024
Elena Hartsough, SE <i>Structural Engineer</i>	CA Registered Professional Civil Engineer	CE67675	06/30/2025
	CA Registered Professional Structural Engineer	S5538	
Joseph Leonard, PE, SE <i>Structural Engineer</i>	CA Registered Structural Engineer	SE5880	12/31/2024
	CA Registered Civil Engineer	CE73026	12/31/2024
Charles Nganga, SE <i>Structural Engineer</i>	CA Registered Professional Civil Engineer	C85710	09/30/2024
	CA Registered Structural Engineer	S6913	09/30/2024
	ICC Residential Plans Examiner	8325618	01/07/2025
Jerome Hoberg, AIA <i>Architect</i>	Architectural License	CA-C21242	03/31/2025
	Architectural License	NV-5282	
	CASp-720 (Certified Access Specialist)	CASp-720	08/15/2025
	SAP- Cal OES CA DSW LOCAL	78843	
	NCARB-(National Council of Architectural Registration Boards)	59308	
Kyle Hansen, PE <i>Civil Engineer</i>	CA Registered Professional Civil Engineer	CE91071	03/31/2024
Chandra Desai, PE <i>Civil Engineer</i>	CA Registered Professional Civil Engineer	CE47213	12/31/2023
Peter Simonsen, PE <i>Civil Engineer</i>	CA Registered Professional Civil Engineer	CE92616	09/30/2025
Denise Reese, CBO, ICC <i>Non-Structural Plan Review</i>	ICC CALGreen Inspector	8096275	04/23/2025
	ICC California Building Plans Examiner	8096275	04/23/2025
	ICC Permit Technician	8096275	04/23/2025
	ICC Certified Building Official	8096275	04/23/2025
	ICC Permit Specialist	8096275	04/23/2025

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
David Castillo, ME/FPE <i>Mechanical, Plumbing and Fire Plan Review</i>	CA Registered Professional Mechanical Engineer CA Registered Fire Protection Engineer	ME31455 FP2013	12/31/2024 03/31/2026
Tom Trimberger, ME, ICC <i>Mechanical, Plumbing and Electrical Plan Review</i>	CA Registered Professional Mechanical Engineer ICC Mechanical Inspector UMC ICC Building Plans Examiner ICC Plumbing Plans Examiner ICC Plumbing Inspector UPC ICC Mechanical Plans Examiner ICC Plumbing Inspector ICC Mechanical Inspector ICC Mechanical Code Official ICC Certified Building Official ICC Plumbing Code Official ICC Plumbing Code Specialist ICC Mechanical Code Specialist	26359 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408 866408	06/30/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 05/16/2025 12/20/2025 05/16/2025 05/16/2025 05/16/2025
Jingpei Zhang, EE, ICC <i>Electrical Engineer</i>	CA Registered Professional Electrical Engineer NCCER HVAC Level IV Certification NCCER Plumbing Level IV Certification NCCER Building Maintenance Level III Certification NCCER Carpentry Level IV Certification NCCER Solar Photovoltaic Level I Certification NCCER Wind Power Level I Certification NCCER Green Technology Level I Certification NCCER Weatherization Technician Level I Certification	EE16243	12/31/2024
Jerry Schreiber, EE, ICC <i>Electrical Engineer</i>	CA Registered Professional Electrical Engineer HI Registered Professional Electrical Engineer ICC CA Commercial Building Inspector ICC CA Commercial Mechanical Inspector ICC CA Commercial Plumbing Inspector ICC CA Residential Mechanical Inspector ICC CA Residential Plumbing Inspector ICC Commercial Building Inspector ICC Mechanical Inspector ICC Plumbing Inspector ICC Plumbing Inspector UPC	EE12290 EE13259 879275 879275 879275 879275 879275 879275 879275 879275 879275 879275	09/30/2024 n/a 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024 07/27/2024
Rick Maddox, ICC <i>Electrical Plan Review</i>	ICC Building Inspector ICC Combination Inspector ICC Combination Inspector – Legacy ICC Electrical Inspector ICC Mechanical Inspector ICC Mechanical Inspector UMC ICC Plumbing Inspector ICC Plumbing Inspector UPC ICC Master Electrician (NV) ATC 20 Post Disaster Training	848507 848507 848507 848507 848507 848507 848507 848507 848507 000-001221	12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 12/31/2024 ---

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
Kevin Brenton, ICC <i>Non-Structural Plan Review & Building Inspector</i>	ICC Commercial Plumbing Inspector	8259529	12/23/2024
	ICC Residential Plumbing Inspector	8259529	12/23/2024
	ICC Commercial Building Inspector	8259529	12/23/2024
	ICC Residential Building Inspector	8259529	12/23/2024
	ICC Commercial Electrical Inspector	8259529	12/23/2024
	ICC Residential Electrical Inspector	8259529	12/23/2024
	ICC Commercial Mechanical Inspector	8259529	12/23/2024
	ICC Building Inspector	8259529	12/23/2024
	ICC Electrical Inspector	8259529	12/23/2024
	ICC Plumbing Inspector	8259529	12/23/2024
	ICC Commercial Combination Inspector	8259529	12/23/2024
	ICC Building Plans Examiner	8259529	12/23/2024
	ICC Certified Building Official	8259529	04/11/2025
	ICC Building Code Specialist	8259529	04/11/2025
	Certified Access Specialist (CASp)	CASp-964	08/04/2024
	Licensed General Contractor	B-88891	
	Journeyman Electrician, 2002		
Sharon Vanderpool, ICC <i>Fire & Life Safety Plan Review</i>	ICC Building Plans Examiner	8789037	07/03/2025
	ICC Residential Plans Examiner	8789037	07/03/2025
	ICC Residential Building Inspector	8789037	07/03/2025
	ICC Plumbing Plans Examiner	8789037	07/03/2025
Nathan Saracino, ICC <i>Non-Structural Plan Review</i>	ICC Residential Plans Examiner	9518768	10/26/2026
	ICC Residential Building Inspector	9518768	03/26/2026
	ICC Residential Mechanical Inspector	9518768	08/18/2026
	ICC Residential Plumbing Inspector	9518768	10/15/2026
	ICC Residential Electrical Inspector	9518768	12/02/2024
	ICC Residential Combination Inspector	9518768	12/03/2024
	CA General Contractor, Class B	B881390	
Andrew Burke, CASp, ICC <i>Certified Access Specialist Fire & Life Safety Plan Review</i>	Certified Access Specialist	CASp-710	08/12/2025
	ICC Building Plans Examiner	8250398	01/07/2025
	ICC Residential Plans Examiner	8250398	01/07/2025
	ICC Commercial Building Inspector	8250398	01/07/2025
	ICC Residential Combination Inspector	8250398	01/07/2025
	ICC Permit Technician	8250398	01/07/2025
Rick Mauldin, CASp, ICC <i>Certified Access Specialist Non-Structural Plan Review</i>	Commercial Mechanical Inspector	1064528	07/14/2024
	Combination Inspector	1064528	07/14/2024
	Residential Mechanical Inspector	1064528	07/14/2024
	Commercial Electrical Inspector	1064528	07/14/2024
	California Combination Inspector	1064528	07/14/2024
	Commercial Plumbing Inspector	1064528	07/14/2024
	Residential Electrical Inspector	1064528	07/14/2024
	Building Plans Examiner	1064528	07/14/2024
	California Commercial Building Inspector	1064528	07/14/2024
	Electrical Inspector	1064528	07/14/2024
	Accessibility Inspector/Plans Examiner	1064528	07/14/2024
	California Commercial Plumbing Inspector	1064528	07/14/2024
	California Residential Electrical Inspector	1064528	07/14/2024

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	Commercial Building Inspector	1064528	07/14/2024
	Mechanical Inspector	1064528	07/14/2024
	California Residential Building Inspector	1064528	07/14/2024
	California Residential Plumbing Inspector	1064528	07/14/2024
	Plumbing Inspector	1064528	07/14/2024
	California Commercial Mechanical Inspector	1064528	07/14/2024
	Residential Plumbing Inspector	1064528	07/14/2024
	California Building Plans Examiner	1064528	07/14/2024
	California Residential Mechanical Inspector	1064528	07/14/2024
	Building Inspector	1064528	07/14/2024
	Residential Building Inspector	1064528	07/14/2024
	California Commercial Electrical Inspector	1064528	07/14/2024
	California Commercial Combination Inspector	1064528	07/14/2024
	California Residential Combination Inspector	1064528	07/14/2024
	Residential Combination Inspector	1064528	07/14/2024
	Commercial Combination Inspector	1064528	07/14/2024
Tim Scott, CBO, ICC <i>Non-Structural Plan Review</i>	ICC Certified Building Official	5087217	07/13/2024
	ICC Building Code Specialist B8	5087217	07/13/2024
	ICC California Building Plans Examiner I6	5087217	07/13/2024
	ICC California Residential Combination Inspector J5	5087217	07/13/2024
	ICC California Residential Inspector J1	5087217	07/13/2024
	ICC California Residential Electrical Inspector J2	5087217	07/13/2024
	ICC California Residential Plumbing Inspector J3	5087217	07/13/2024
	ICC California Residential Mechanical Inspector J4	5087217	07/13/2024
	ICC California Commercial Building Inspector I1	5087217	07/13/2024
	ICC California Commercial Plumbing Inspector I3	5087217	07/13/2024
	ICC California Commercial Mechanical Inspector I4	5087217	07/13/2024
	ICC Accessibility Inspector / Plans Examiner	5087217	07/13/2024
	ICC Plumbing Inspector P5	5087217	07/13/2024
	ICC Building Inspector B5	5087217	07/13/2024
	ICC Building Inspector UBC	5087217	07/13/2024
	ICC Mechanical Inspector M5	5087217	07/13/2024
	ICC Mechanical Inspector UMC	5087217	07/13/2024
	ICC Building Plans Examiner B3	5087217	07/13/2024
	ICC Plumbing Inspector UPC	5087217	07/13/2024
Melissa Vink <i>Fire Plan Review</i>	CSFM Plans Examiner 1A, 1B, 1C	2004-5523	
	CSFM Fire Inspector 1	2004-5523	
	Hazardous Materials First Responder	2004-5523	
	Fire Alarm Plan Review	2004-5523	
	Fire Prevention 3B	2004-5523	
	Fire Inspector 1A, 1B, 1C	2004-5523	
	Fire Inspector 2A, 2B, 2C	2004-5523	
Russell Blair, ICC <i>Fire Plan Review</i>	ICC Fire Plans Examiner	8092477	09/01/2026
	CA Certified Firefighter, 1986, 011770		
	CA Fire Prevention 1A, 1990		
	CA Fire Prevention 1B, 1993		
	CA Fire Prevention 1C, 1992		

BPR

Name / Role	Current Licenses and Certifications	License/Cert Number(s)	Expiration Date
	ICC CA Commercial Mechanical Inspector	1061008	01/29/2026
	ICC CA Residential Building Inspector	1061008	01/29/2026
	ICC Building Inspector	1061008	01/29/2026
	ICC CA Commercial Combination Inspector	1061008	01/29/2026
	ICC CA Residential Combination Inspector	1061008	01/29/2026
	ICC Commercial Combination Inspector	1061008	01/29/2026
	CA LEED Certified LEED AP BD+C	10436985	---
	IAPMO Certified Plumbing Inspector	030666	---
	IAPMO Certified Mechanical Inspector	090146	---
Isidoro Zapien, ICC <i>Building Inspector</i>	ICC Commercial Building Inspector	5003730	09/27/2024
	ICC Reinforced Concrete Special Inspection	5003730	09/01/2026
	ICC Spray Applied Fireproofing Special Inspector	5003730	09/01/2026
	ICC Structural Welding Special Inspector	5003730	09/01/2026
	ICC Structural Masonry Special Inspector	5003730	09/01/2026
	ICC Structural Steel & Bolting Special Inspector	5003730	09/01/2026
	AWS Associate Certified Welding Inspector	01110444	---
	ACI Concrete Field-Testing Technician Grade I	030005	---
	Nuclear Density Testing Gauge Certified	12495	---
Landon Collins, ICC <i>Building Inspector</i>	ICC Commercial Building Inspector	8984654	05/01/2027
	ICC Residential Building Inspector	8984654	05/01/2027
	ICC Building Inspector	8984654	05/01/2027
	ICC Residential Plumbing Inspector	8984654	05/01/2027
	ICC Residential Electrical Inspector	8984654	05/01/2027
	ICC Residential Mechanical Inspector	8984654	05/01/2027
	ICC Residential Combination Inspector	8984654	05/01/2027
	ICC Residential Plans Examiner	8984654	05/01/2027
Gabriel Argueta, ICC, CASp <i>Building Inspector</i>	ICC Commercial Building Inspector	5039994	05/22/2025
	ICC Plumbing Inspector	5039994	05/22/2025
	ICC Building Plans Examiner	5039994	03/29/2026
	Certified Access Specialist	CASp-126	
	Licensed Building Contractor	430345	
Christian Cieslewicz, ICC <i>Building Inspector</i>	ICC Building Inspector	5211393	07/30/2025
	ICC Plumbing Inspector	5211393	07/30/2025
	ICC Mechanical Inspector	5211393	07/30/2025
	FEMA Certified Disaster Housing Inspector/Parr Inspections		
	ASHI Certified Home Inspector		
	PC 832 Certification POST Control		
Lorenzo Lusca, ICC <i>Building Inspector</i>	ICC Residential Building Inspector	10053712	11/11/2025

Section 4

MINIMUM QUALIFICATIONS, EXPERIENCE, REFERENCES



BPR Consulting Group was founded by a group of experienced building safety professionals with the sole focus of providing thorough and efficient building department services to support California Building Departments. Our leadership team collectively possesses *more than 100 years of experience* providing building safety services to cities, counties, state agencies and other municipal agencies throughout California and the western United States. Our focus is to support California building departments in a professional manner by providing efficient, timely and professional building department plan review and building inspection services for the communities we serve. We have extensive experience providing the requested plan review and building inspection services and presently provide the same services similar to those being requested to over 55 California Building Departments. We are also experienced in providing tailored plan review and inspection services for high profile, unique, and city sponsored capital improvement projects. We have worked with numerous public agencies throughout southern California to provide the same building and safety services that the City is seeking. **BPR possesses the competence and capability to satisfactorily perform the requested services and meet the minimum qualifications as outlined in the City's RFP.**

Our Building Safety staff includes the following: California licensed structural, civil, mechanical, electrical and fire protection engineers; licensed architects, Certified Access Specialist (CASp) professionals; ICC-certified building officials, plans examiners, inspectors, permit technicians, and highly experienced administrative personnel. **Please refer to Section 3 for detailed staff information including a matrix of our team's extensive qualifications, experience and certifications.**

Building department services we provide to municipalities and agencies include:

- Building plan review services
- Building Inspection services
- CASp plan review and inspection services
- Civil plan review services
- Fire plan review and inspection services
- Building Permit Technician services
- Building Official services
- Building Department staffing services

Seamlessly integrating municipal service professionals in support of public agencies is BPR Consulting Group's sole purpose and the basis on which we were founded. **Unlike many of the large national firms BPR is not distracted by multiple unrelated service lines, BPR's sole focus is to support California building departments in the delivery of high quality, efficient, and thorough building department services.** BPR's staff have extensive experience providing the same plan review and Inspection services as being requested by the City of Bell Gardens to communities of comparable size throughout California. Our focus is to support California building departments in a professional manner allowing our clients the ability to provide efficient, timely and professional services for their communities. We have extensive local experience providing all aspects of plan check and building inspection services in support of local building departments, similar to those being requested by the City of Bell Gardens.

RECENT RELATED EXPERIENCE

The following is a small sampling of local projects for which BPR has successfully provided PLAN REVIEW services similar to those being requested by Bell Gardens.

CITY OF GARDENA

Crenshaw 5-Story Apartment Complex

BPR's staff provided complete building department plan review services for this new 5-story, 203,055 SF apartment complex which sits atop a 3-story podium. The mixed-use podium structure is Construction Type I-A and fully fire sprinklered and the apartment units above the podium are Construction Type III-A and are also fully fire sprinklered. This is the first use of podium style construction within the City of Gardena.



Industrial Warehouse with MEPS

BPR's staff provided building department services for The OMP Gardena Industrial Center project consisting of a new 190,860 SF, one story office warehouse building and warehouse, along with associated site improvements. The proposed building will be of Construction Type IIIB with Groups S-1 and B Occupancies and will be fully fire sprinklered. Site improvements include landscaping, parking lots with accessible parking and paths of travel, signage, retaining walls, concrete ramps, exterior stairs, accessible curb ramps, trash enclosures, screen walls and detention pond.



Senior and Aquatics Center

BPR's staff provided The City of Gardena a Senior and Aquatics Center Building which consists of a two-story building for the senior center and a single-story pool equipment building. As part of this project, there will be a new pool structure building for the community. The proposed buildings will be of Construction Type VB with Groups A-3, B and S-1 Occupancies and will be fully fire sprinklered. Site improvements include landscaping, parking lots with accessible parking and paths of travel, signage, BBQ and picnic area, trash enclosure and perimeter fencing.



CITY OF ONTARIO

New Fire Station Building

BPR Consulting Group provided complete building department plan review services for a new Fire Station Building in the City of Ontario. This mixed occupancy building included Occupancy Type B (4,432 SF), Type S-2 (14,112 SF), and Type R-2 (9,291 SF) for a total area of 27,835 square feet. This two-story, sprinklered building utilized Type V-B Construction and included staff living quarters, office functions and apparatus bays.



Raising Cane Restaurant

BPR Consulting Group provided complete building department plan review services for this new fast service restaurant located in the City of Ontario. This fully fire sprinklered 3,449 SF building is Occupancy Group A-2 with Type V-B Construction. This fully accessible building included exterior site improvements, a dining area, sales counter, restrooms, storage areas, and commercial kitchen with grease hood, fire suppression system, and make up air units.



New Multi Family Complex

BPR Consulting Group provided complete building department plan review services for this new 48-unit multi-family apartment complex located in the City of Ontario. This project consisted of four two-story, sprinklered buildings with stucco exteriors and concrete tile roofing. The buildings structural systems utilized platform framing with prefabricated roof and floor trusses, panelized horizontal floor and roof diaphragms, with wood shear walls. The buildings were of Occupancy Group R2 and utilized Type V-B Construction with a total area of 12,690 SF per building.



Emporia Place

BPR Consulting Group provided complete building department plan review services for phase one of this new multi-phased residential complex. Phase one included the construction of two, three-level, residential buildings of Occupancy Group R-2 and one community building of Occupancy Group A-3. The new three-level residential buildings utilized Type V-A Construction and were fully fire sprinklered with a total building area of 58,698 SF. The 1,921 SF Community Building utilized Type V-B Construction. The building's structural systems utilized platform framing with prefabricated roof and floor trusses, panelized horizontal floor and roof diaphragms, with wood shear walls. All buildings included stucco exteriors with lap siding accents and concrete tile roofing.

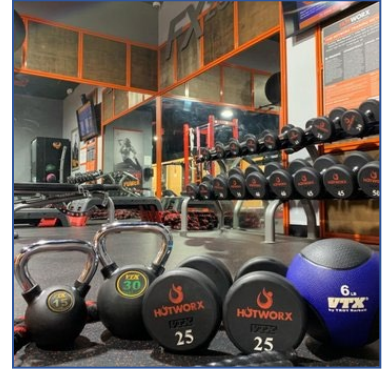


CITY OF EASTVALE

BPR provides plan review services for all types of projects including Solar PV, residential remodels and Accessory Dwelling Units, along with commercial and industrial projects including Tenant Improvement reviews of the Hotworx Fitness project, Bafang Dumpling Restaurant and the New Taco Bell Drive Thru. Through BPR's services, the City has been able to maintain efficient and timely plan reviews for all ongoing construction projects.

Hotworx Fitness

BPR staff provided plan review services for this tenant improvement project which included the addition of new saunas and exercise equipment. This 2,490 square foot space houses an innovative, 24-hour virtually instructed infrared sauna and gym. BPR performed life safety, structural and MEP reviews.



CITY OF MONTEREY PARK

Costco Warehouse & Fuel Station

BPR's staff provided building department plan review services on behalf of the City of Monterey Park for the new Costco Warehouse and Fuel Station project. Plan review services included plan review of the non-structural, structural, mechanical, electrical, plumbing, green and energy efficiency improvements associated with the project. The 154,974 SF tilt-up warehouse building utilized Type V-B Construction. The fueling station utilized Type II-B Construction. The building was classified as a Group M Occupancy.



Pacific Plaza Mixed-Use Hotel and Condominium

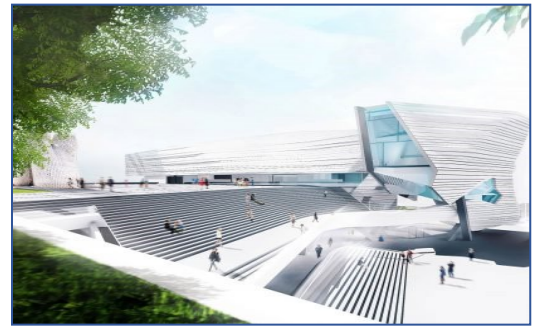
BPR's staff members provided complete building plan review services for the Pacific Plaza Monterey Park project which was designed as a mixed-use project to include Hotel, Condominium and Restaurant uses. The project includes 398,792 SF within five levels above two levels of underground parking. The project utilized Construction Type I-A at the two lower parking levels and Construction Type III-A above the 2nd level. The building includes Occupancy Groups A-2, A-3, M, B and S-2



CITY OF COSTA MESA

Orange County Museum of Arts

BPR's staff members provided plan review services for this two-level state-of-the-art museum, housed within an ultra-modern 52,000 SF building which emulates the art treasures the building was designed to showcase. The building boasts over 25,000 SF dedicated to exhibitions of modern art with the remainder of the building area dedicated to art displays and supporting function uses. A 10,000 SF portion of the interior space was designed to accommodate multipurpose; education and performance uses. The project's design includes a rooftop terrace to accommodate up to 1,000 people for special events and outdoor displays.



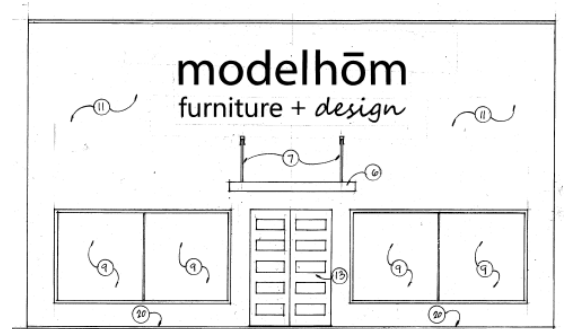
CITY OF ARROYO GRANDE

Walmart Remodel

BPR Consulting Group provided complete building department plan review services for the remodel of a 125,440 SF Walmart Store. The project is Type IIB Construction with Occupancy Groups M, B and R and is fully fire sprinklered. The remodel consisted of new exterior signage, upgraded interior finishes, installation of new racks and fixtures in both the stock room and on the sales floor, remodel and upgrade of existing restrooms, a new modular kitchen, installation of new coolers, installing new doors in the existing walls and upgrading the accessibility features on the site which included new truncated domes, restriping ADA parking and paths of travel and adding ADA signage.

Modelhōm Furniture + Design

BPR staff members provided complete plan review services for this 4,000-sf commercial tenant improvement. This remodel included adding new metal siding and roofing, new windows and doors as well as new signage. There were upgrades to the exterior wall studs and insulation, attic space insulation, and interior drywall. There was also the addition to a 728-SF mezzanine. The project included a bathroom remodel to accommodate handicapped requirements and revised lighting. Exterior improvements included parking lot re-striping and the widening of walkways.



JUDICIAL COUNCIL OF CALIFORNIA

BPR principals have been responsible for contracting for and providing plan review services to the Judicial Council of California on numerous new Courthouse Projects and Court Facility Modification projects throughout California since 2008. Below are just two of many completed projects:

Indio Courthouse

BPR principals provided civil, structural, MEP, energy compliance, CTCFS, and CALGreen compliance plan review and on this new 3-story, 53,000 SF building. This building will provide five new courtrooms.

El Centro Courthouse

BPR principals provided civil, structural, MEP, energy compliance, CTCFS, and CALGreen compliance plan review on this new 3-story, 47,000 SF building. This building will provide four new courtrooms.



Below you will find a small sampling of **clients** for which BPR's staff have provided building department support services including the requested as-needed **BUILDING INSPECTION** and **BUILDING OFFICIAL** services.

CITY OF ONTARIO

BPR staff provides **plan review, building inspection** and permit technician services to the City. BPR provides services for the community utilizing appropriately qualified and certified plan review, permit technician and inspection staff. BPR presently provides multiple highly qualified and CASp certified inspection staff to support the city's inspection needs and multiple ICC Certified permit technicians to support the city's permitting services. BPR provides plan review services for all types of projects including residential, multi-family, commercial and industrial projects including plan review of associated grading. Through BPR's services, the City is able to maintain efficient and timely plan review, inspection, and permit technician services for all ongoing construction projects.

CITY OF GARDENA

BPR provides **building official, plan review, building inspection**, building department management and permit technician, services for the City of Gardena. BPR implemented building inspection services to eliminate a three-week inspection backlog. We added inspection staff to eliminate the inspection backlog then reduced staff to a level necessary to meet daily inspection service requirements. We provide all plan review services to support the building department. We also provide on-site and remote permit technician services.

CITY OF POMONA

BPR staff provides **building inspection**, permit technician and permit technician training services to the City. BPR provides services for the community utilizing appropriately qualified and certified senior building

inspection and permit technician staff. Through BPR's services, the City is able to maintain efficient services for all ongoing permit center needs.

CITY OF CHINO HILLS

BPR recently worked with the city to provide experienced and qualified **Inspection** staff to support the City's building department inspection needs.

CITY OF MAYWOOD

BPR provides full-service building department services to the City of Maywood including **building official, plan review, building inspection**, and permit technician, services. BPR provides services for the community utilizing appropriately qualified and certified building safety staff. Through BPR's services, the City maintains efficient plan review and inspection services for the benefit of the community for all ongoing construction projects and permit center needs.

CALIFORNIA CONSTRUCTION AUTHORITY

The California Construction Authority serves as the building department for fairgrounds throughout California. BPR's Staff provides **plan review** and **building Inspection** services on behalf of the California Construction Authority for fairgrounds throughout Southern CA insuring safe buildings and facilities. Projects include multiple assembly occupancies, entertainment venues, agricultural facilities, tenant improvements with extensive electrical and accessibility upgrades, and remodel projects for many existing facilities located throughout Southern California and the Inland Empire.

CITY OF SACRAMENTO

BPR's staff provides in-house plan review, out-sourced plan review, **building inspection** and permit technician services. In addition, BPR staff provided in-house plan review training for the City of Sacramento plan review staff. Types of projects reviewed and inspected include residential, multi-family, commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings and medical office buildings.

ADDITIONAL CALIFORNIA COMMUNITIES

BPR staff have provided and managed building and fire plan review and **building inspection** services on an as needed basis for multiple California building departments including the cities of Costa Mesa, Rancho Palos Verdes, Eastvale, Inglewood, Compton, Newport Beach, Corona, Yorba Linda, Fairfield, Davis, Atherton, Placerville, Folsom, Rancho Cordova, South Lake Tahoe, and the Counties of Riverside, San Bernardino, Fresno, Marin, Napa, Butte, Nevada, Placer, El Dorado, Alpine, and Siskiyou.

REFERENCES

City of Gardena | **Greg Tsujiuchi, Community Development Director**

1700 West 162nd Street, Gardena, CA 90247 | 310.217.9526 | GTsujiuchi@cityofgardena.org

Services Provided:

- Building Official, in-house and out-sourced plan review, building inspection and permit technician services. BPR presently provides most of the city's building department services under contract. All new buildings and major tenant improvements and remodel projects are reviewed in our offices in electronic format utilizing Bluebeam. The majority of the daily requested building inspections are performed by BPR's inspection staff. *Dates of Service:* Current *Key Staff:* Mark Berg, Project Manager/Building Official, Plans Examination Staff, Inspection Staff, Permit Technicians



City of Eastvale | **Richard Hicks, Building Official**

12363 Lemonite Avenue, #910, Eastvale, CA 91752 | 951.703.4458 | rhicks@eastvaleca.gov

Services Provided:

- BPR Consulting Group provides out-sourced plan review for a multitude of project types including residential, commercial, multi-story, industrial and retail. *Dates of Service:* Current *Key Staff:* Mark Berg, Project Manager/Building Official, Plans Examination Staff



City of Ontario | **James Caro, Building Official**

303 East B Street, Ontario, CA 91764 | 909.395.2172 | JCaro@ontarioca.gov

Services Provided:

- BPR Consulting group presently provides out-sourced plan review and permit technician services on behalf of the City's building department. The types of projects plan reviewed include residential, commercial, industrial, agricultural, and retail projects. *Dates of Service:* Current *Key Staff:* Mark Berg, Project Manager/Building Official, Plans Examination Staff, Permit Technicians
-



City of Maywood | **Steve Fowler, Director of Building and Planning**

4319 Slauson Ave. Maywood, CA 90270 | 323.562.5721 | steve.fowler@cityofmaywood.org

Services Provided:

- BPR Consulting Group provides Building Official, Building Inspection, Permit Technician, plan review services for a multitude of project types including residential, commercial, multi-story, industrial and retail, and Building Department Management services. *Dates of Service:* Current *Key Staff:* Mark Berg, Project Manager/Building Official, Plans Examination Staff, Inspection Staff, Permit Technicians



LETTERS OF RECOMMENDATION

July 14, 2023

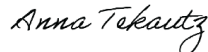
Re: BPR Consulting Group | Letter of Recommendation

I am writing to recommend the services of BPR Consulting Group. I serve as the Supervising Engineer for the City of Sacramento and have worked with BPR staff for many years. Their team has repeatedly and successfully provided a variety of building department services to the City. Types of projects include commercial, and multi-story projects including mid-rise and high-rise projects, institutional projects, industrial projects, retail buildings and medical office buildings, residential and multi-family.

One specific project includes the **Downtown Commons Tower**. BPR staff provided complete plan review services for this 16-story, mixed-use tower constructed of cast-in-place reinforced concrete. This architecturally significant state-of-the-art project serves as a centerpiece for the revitalized downtown area. BPR's staff provided progressive plan review services for this project with an expediated schedule and successfully assisted the city, the design team, and the Owner to implement and execute an aggressive phased permitting schedule, allowing this significant and complicated project to move quickly into construction.

I have worked with BPR staff members on numerous projects and have always had a positive experience. I feel confident in recommending the services of BPR Consulting Group. If you have any questions or would like additional information, please feel free to contact me.

Regards,



Anna Tekautz, Supervising Engineer

City of Sacramento

300 Richards Boulevard, 3rd Floor

Sacramento, CA 96811

916.808.7877 | ATekautz@cityofsacramento.org

July 18, 2023

Re: BPR Consulting Group | Letter of Recommendation

It is with great confidence that I recommend the services of BPR Consulting Group.

While serving as Project Executive with Summit Project Management, I worked with BPR staff on the \$550M **Table Mountain Rancheria** project. This highly complex project included a casino, 173-room hotel, theatrical entertainment venue, several restaurants, and a 2,200-stall parking structure with 27 acres of site improvements. This was a major undertaking for the Tribe that was well-documented and managed by the BPR staff that successfully provided a suite of building department services.

BPR staff provided the building official (CBO) for direct oversight of plan review, building, and civil inspection services on behalf of Ownership. BPR staff developed the plan review procedures and inspection program which was successfully utilized to ensure that all services were provided in coordination with the project's design team and contractor's schedules. Efficient and timely services were provided and complicated issues resolved in a timely manner.

BPR Consulting Group is an excellent choice for building division services. If you have any questions or would like additional information, please feel free to contact me at your convenience.

Sincerely,

Earl Pritchard

Digitally signed by Earl Pritchard
Date: 2023.07.18 16:38:08
-07'00'

Earl Pritchard

Senior Project Manager – Construction
Buck Development LLC
151 North Franklin, Suite 300, Chicago, IL 60606
t 312 627 7536 m 559 421 5733
epritchard@tjbc.com www.tjbc.com

[WEBSITE](#) | [LINKEDIN](#) | [FACEBOOK](#) | [INSTAGRAM](#) | [TWITTER](#)

Section 5

COST AND PRICING

PLAN REVIEW SERVICES: For complete plan review services for building projects reviewed in either hard copy or electronic format we propose a fee equal to 59% of the plan review fees based on the City's adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below. Expedited plan checks will be billed at 145% of the standard rate.

For review of revisions to approved plans, review of deferred submittal items and similar reviews we propose to provide these services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below. For partial reviews such as foundation only, structural only, life safety only, preliminary reviews, or others, we propose to provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

INSPECTION SERVICES: Inspection services, when requested, can be provided at the hourly rates listed in our Schedule of Hourly Billing Rates.

BUILDING OFFICIAL SERVICES: Building Official services, when requested, can be provided at the hourly rates listed in our Schedule of Hourly Billing Rates.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR's current hourly billing rates.

CLASSIFICATION	HOURLY BILLING RATE
ICC Certified Building Official	\$155
Licensed Plan Review Engineer (structural, civil, electrical, mechanical)	145
ICC Certified Plans Examiner	120
CASp Plans Examiner or Inspector	125
Building Inspection Services	95 to 115*

* Based on experience and qualifications.

- **Mileage:** Vehicle mileage utilized in the performance of inspection services will be billed at the current IRS vehicle mileage rate.
- **Overtime:** Inspection services and other hourly services provided in excess of eight hours per day, nights, and weekends will be charged at 140% of the billing rates indicated above.
- **Minimum Daily Charge:** There will be a minimum 8-hour daily charge for all on-call inspection services provided within City offices.

Section 6

ADDITIONS OR EXCEPTIONS

BPR Consulting Group has reviewed the City of Bell Garden's Request for Proposal and Sample Agreement. We are able to meet the requirements as outlined and we do not have any issues, additions or exceptions.



Section 7

PENDING LITIGATION

BPR Consulting Group, or any principal of the firm, does not have, nor has had in the past five years any performance-related complaints, litigation, legal proceedings or investigations by a regulatory authority.



Section 8

INSURANCE

BPR Consulting Group has reviewed the City of Bell Garden's insurance requirements as provided in the RFP's Exhibit A, Sample Agreement. We are able to meet the requirements as outlined and will provide the City with the appropriate Certificates of Insurance upon award of a contract.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/22/2022			
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER RSC OF CA INSURANCE BROKERAGE INC 72186366 2040 MAIN STREET SUITE 450 IRVINE CA 92614		CONTACT NAME: PHONE (818) 857-5364 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Sentinel Insurance Company Ltd. 11000 INSURER B: Twin City Fire Insurance Company 29459 INSURER C: INSURER D: INSURER E: INSURER F:					
INSURED BPR CONSULTING GROUP LLC 2201 FRANCISCO DR STE 140-658 EL DORADO HILLS CA 95762-3741							
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>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.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liability	X	X	72 SBM BH6444	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea. occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X AUTOS X AUTOS			72 SBM BH6444	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea. accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	DED RETENTION \$						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	72 WEC AS9HLT	07/01/2022	07/01/2023
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.							
CERTIFICATE HOLDER				CANCELLATION			
FOR PROPOSALS ONLY				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 Susan L. Castaneda			
ACORD 25 (2016/03)				© 1988-2015 ACORD CORPORATION. All rights reserved.			
				The ACORD name and logo are registered marks of ACORD			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2022

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Kaitlin Murray PHONE (A/C, No, Ext): E-MAIL: CertsDesignPro@AssuredPartners.com ADDRESS:		FAX (A/C, No):	
License#: 6003745 BPRCONS-01		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED BPR Consulting Group LLC 2201 Francisco Drive Suite 140-658 El Dorado Hills CA 95762		INSURER A: XL Insurance America Inc			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES		CERTIFICATE NUMBER: 1978038731		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPS9982535	8/16/2021	8/16/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

Re: Project: Building Department Services

CERTIFICATE HOLDER FOR PROPOSALS ONLY	CANCELLATION 30 Days Notice of 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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

BPR

Appendix

RESUMES

On the following pages you will find complete resumes of the staff proposed to serve the City of Bell Gardens.





**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 7.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Bernardo Iniguez, Director of Public Works/Facilities
SUBJECT:	APPROVAL OF SAFE STREETS AND ROADS FOR ALL PROGRAM FUNDING AGREEMENT
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution approving the Safe Streets and Roads for All Program Funding Agreement with the Los Angeles County Metropolitan Transportation Authority;
2. Authorize the City Manager to execute the Safe Streets and Roads for All Program Funding Agreement; and
3. Appropriate \$50,132.25 of Gas Tax funds as the City's local match.

BACKGROUND/DISCUSSION:

On November 15, 2021, the federal Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) Program. The SS4A Program supports the development, completion, or supplementation of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues.

On February 1, 2023, the United States Department of Transportation awarded \$21,494,665 in SS4A Program funds to support projects to be implemented by the Los Angeles County Metropolitan Transportation Authority (LACMTA) or their subrecipients.

The award included an allocation of \$200,529 in Federal Highway Administration (FHWA) funds for the City of Bell Gardens (City) to update components of the City's existing Safety Analysis Report Program (SSARP), which the City prepared in 2019, and the City's existing Complete Streets Plan, which the City prepared in 2020. This will allow the City to create a "conforming" Action Plan which will enable the City to pursue grant funds for implementation projects in future cycles of the SS4A Program.

The City's SSARP assists the City in performing collision analyses at intersections, identifies safety issues on the City's roadway network, and recommends systemic low-cost countermeasures.

The City's Complete Streets Plan strategically identifies and creates a plan that will achieve the City's overall vision for a comprehensive transportation system that addresses an increase in active modes of transportation (including pedestrians, bicyclists, transit riders, and motorists), reduces greenhouse gas emissions, increases roadway users' safety, increases transit ridership, reduces vehicle trips, and creates an overall cohesive city with no transportation gaps.

In order to make the two respective plans above “conforming,” they will be updated to show the following:

- A high-ranking official and/or governing body in the jurisdiction will publicly commit to an eventual goal of zero roadway fatalities and serious injuries. The commitment will include either setting a target date to reach zero; or setting one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date.
- A committee, task force, implementation group, or similar body will be established and charged with the plan’s development, implementation, and monitoring.
- The plan development will include an assessment of current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize safety.
- The plan will discuss implementation through the adoption of revised or new policies, guidelines, and/or standards.
- The plan will include a description of how progress will be measured over time that includes, at a minimum, outcome data.
- The plan will be posted publicly online.

CONCLUSION:

In order to receive the FHWA funds, the City must enter into the Safe Streets and Roads for All Program Funding Agreement with LACMTA as the pass-through agency and provide \$50,132.25 in local matching funds.

FISCAL IMPACT:

The City will receive \$200,529 in FHWA funds and provide a match of \$50,132.25 in Gas Tax funds, for a total amount of \$250,661.25 available for the update of the City’s SSARP and Complete Streets Plan.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-11

Exhibit 2 - Agreement with Exhibits

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING THE SAFE STREETS AND ROADS FOR ALL PROGRAM FUNDING AGREEMENT BY AND BETWEEN THE CITY OF BELL GARDENS AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

WHEREAS, on November 15, 2021, the federal Bipartisan Infrastructure Law established the Safe Streets and Roads for All (SS4A) Program; and

WHEREAS, the SS4A Program supports the development, completion, or supplementation of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues; and

WHEREAS, on February 1, 2023, the United States Department of Transportation awarded \$21,494,665 in SS4A Program funds to support projects to be implemented by the Los Angeles County Metropolitan Transportation Authority (LACMTA) or their subrecipients; and

WHEREAS, the award included an allocation of \$200,529 in Federal Highway Administration (FHWA) funds for the City of Bell Gardens (City) to update components of the City's existing Safety Analysis Report Program and the City's existing Complete Streets Plan; and

WHEREAS, these updates will allow the City to create a "conforming" Action Plan which will enable the City to pursue grant funds for implementation projects in future cycles of the SS4A Program; and

WHEREAS, the City must enter into the Safe Streets and Roads for All Program Funding Agreement with LACMTA as the pass-through agency and provide \$50,132.25 in local matching funds to receive the FHWA funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bell Gardens as follows:

SECTION 1. The City Council of the City of Bell Gardens hereby finds that the above recitals are true and correct and incorporate them herein by this reference.

SECTION 2. The City Council hereby approves the Safe Streets and Roads for All Program Funding Agreement by and between the City and LACMTA, in a form approved by the City Attorney.

SECTION 3. The City Council hereby authorizes the City Manager to execute the Safe Streets and Roads for All Program Funding Agreement along with all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, and ADOPTED this 26th day of February, 2024.

THE CITY OF BELL GARDENS

Jorgel Chavez,
Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

[Signatures on the following page]

I, _____, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No.** _____ was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on _____, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

AWARD NUMBER: 693JJ32340090
FIS NUMBER: 700512
CFDA: 20.939

AGMT# 9200000000SS4A01
SAM UEI: CYNKY81PNHK1
SAM SEARCH: 10/12/2023

SAFE STREETS AND ROADS FOR ALL PROGRAM FUNDING AGREEMENT

This Funding Agreement for Safe Streets and Roads for All Program Funds (the “Agreement”) is dated for reference purposes only October 12, 2023, and is by and between the City of Bell Gardens (the “Agency”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”).

RECITALS

- A. Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law”) established the new Safe Streets and Roads for All (“SS4A”) discretionary program that supports the development, completion, or supplementation of a comprehensive safety action plan (“Action Plan”) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues.
- B. On June 23, 2022, the LACMTA Board adopted the Metro Street Safety, Data Sharing and Collaboration Policy and Action Plan to establish partnerships with Agencies as they design and implement safer and complete streets, and authorized staff to seek external funding to elaborate on and implement the policy and Action Plan and assist local jurisdictions in developing and funding vital street and road safety projects throughout Los Angeles County.
- C. On February 1, 2023, the United States Department of Transportation (the “USDOT”) announced the grant awards under the fiscal year (FY) 2022 SS4A program. The awards include \$21,494,665 to support projects to be implemented by LACMTA or their subrecipients.
- D. On August 22, 2023, a grant agreement by and between the USDOT, the Federal Highway Administration (the “FHWA”), and the LACMTA was executed designating LACMTA as the recipient of FY 2022 SS4A funds to support the LACMTA Action Plan, which in part provides \$200,529 in funding to the Agency for the Bell Gardens Action Plan (the “Project”).
- E. As the recipient of SS4A funds, the LACMTA as a pass-through entity shall negotiate and execute Agreements with agencies as subrecipients and shall monitor the activities with respect to performance of work and compliance, by providing technical assistance, financial management, internal controls, and oversight.
- F. The total cost for the Project described in the Scope of Work (the “SOW”), attached as Exhibit “A”, hereto is estimated to be \$250,661.25 (“Estimated Cost”).
- G. The Agency has agreed to provide the required local match of \$50,132.25 (the “Local Match”), as described in the Financial Plan that is attached as Exhibit “B”, and any

additional funding required to complete the Project.

- H. LACMTA assumes no responsibility for the funding of any portion of the Project. LACMTA is only acting as a pass-through conduit for the Agency.
- I. The Agency understands that the Federal Funds provided herein must be expended within the Term of this Agreement as specified in Section 13.1 and that it must have obtained any environmental clearance required by federal regulations to use the Federal Funds.
- J. The parties desire to execute this Agreement so LACMTA may pass through the Federal Funds received from the Federal Grant to the Agency to satisfy the requirements under 2 CFR 200.332 and are subject to the terms and conditions specified in Part I of this Agreement and applicable Federal laws and regulations referenced in Part II of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions and applicable Federal laws and regulations of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Terms and Conditions
2. Part II – Applicable Federal Laws and Regulations
3. Exhibit A – Scope of Work
4. Exhibit B – Financial Plan
5. Exhibit C – Subrecipient Procurement Certification

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins Date
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ 11/6/23
Deputy Date

GRANTEE:

CITY OF BELL GARDENS

By: _____
Michael B. O'Kelly Date
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: _____
General Counsel Date

PART I
TERMS AND CONDITIONS

1. Title of the Project (the "Project"): Bell Gardens Action Plan
2. The Agency shall complete the Project as described in the Scope of Work, and in accordance with the Federal Grant requirements of the FHWA and this Agreement. The Scope of Work for the Project is included with this Agreement as Exhibit A. The Scope of Work includes a description of the Project and a detailed description of the work to be completed by the Agency including, without limitation, Project milestones consistent with the set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If the Agency is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Section 17.
3. The Agency has **four (4) years** after the Agreement is executed to expend the funds unless otherwise authorized by LACMTA.
4. The Agency acknowledges that the Action Plan will be made publicly available, and the Agency agrees that it will publish the final Action Plan on a publicly available website.
5. The Agency is required to comply with all applicable Federal laws and regulations as referenced in Part II.
6. Non-compliance with the terms and conditions or applicable Federal laws and regulations referenced in Part II of this Agreement may result in remedial action, termination of the SS4A grant, disallowing costs incurred for the Project, requiring the Agency to refund to the FHWA the SS4A grant funds, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

7. **QUARTERLY PROGRESS REPORTING REQUIREMENTS**

7.1 The Agency must complete and submit well documented quarterly progress reports. Progress report data must be submitted to LACMTA within 15 days after the end of each quarter for the calendar year. Agencies are required to use the SS4A Quarterly Progress Report template for submissions to LACMTA. The due dates are as follow:

- (i) Quarter 1: January 1 – March 31- Due April 15.
- (ii) Quarter 2: April 1 – June 30- Due July 15.
- (iii) Quarter 3: July 1 – September 30- Due October 15.
- (iv) Quarter 4: October 1 – December 31- Due January 15.

7.2 LACMTA will measure grant performance against the stated Project scope, schedule, budget, and deliverables in the Scope of Work included in the Agreement. Poor performance may be grounds for termination of the Agreement and revocation of the grant funds. The first reports shall be due to LACMTA within 15 days following the first full quarter after the date of execution of this Agreement.

8. REQUEST FOR REIMBURSEMENT

8.1 The Agency shall contribute at least the statutorily or other required local contribution of matching funds (other than Federal Funds and any other USDOT funds), if any is specified within this Agreement or any attachments hereto, toward the actual costs of the Project.

8.2 Not more frequently than quarterly, the Agency will prepare and submit to the LACMTA a certified request for reimbursement on the approved SS4A Reimbursement Request Form accompanied by the SS4A Quarterly Progress Report, for allowable Project costs incurred and paid for by the Agency consistent with the Project's SOW. Advance payments by LACMTA are not allowed.

8.3 Each Request for Reimbursement shall report the total of eligible Project expenditures, include a supporting summary of expenses that includes a detailed breakout of all costs incurred (i.e. direct labor, fringe benefits, contract costs, indirect costs, other direct costs), specify the percentage and amount of the Federal share and the Agency share of costs, and include any invoices paid along with proof of payment (i.e. check stubs, receipts).

8.4 If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the SOW document which were accomplished prior to the Effective Date of this Agreement, which costs could be credited toward the required Local Match provided that LACMTA has provided prior written approval for such expenditures to the Agency.

8.5 LACMTA will retain ten percent (10%) of each invoice amount until LACMTA has evaluated the Agency's performance according to the criteria specified by LACMTA and the data provided by the Agency and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. This includes confirmation that all proposed enhancements to existing subregional plans are completed, and/or the proposed Action Plan is made publicly available and is published on a publicly available website. The Agency shall invoice LACMTA for reimbursement of the 10% retention separately.

8.6 The Agency will request reimbursement for costs that are allowable under the applicable cost provisions of Title 2 of the Code of Federal Regulations(2 C.F.R.) Part 200, Subpart E., and should consult with LACMTA's SS4A Program Manager for questions regarding non-reimbursable expenses.

8.7 Total payments shall not exceed the Funding Amount specified in this Agreement. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

8.8 If any amounts paid to the Agency are disallowed or not reimbursed by the FHWA for any reason, the Agency shall remit to LACMTA the disallowed or reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

8.9 The Agency shall comply with and ensure that work performed under this

Agreement is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. The Agency acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and LACMTA requirements, including any amendments thereto.

8.10 All requests for reimbursement must first be approved by the SS4A Program Manager prior to submission for payment. Once approved, requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

Option 1) E-mail:

AccountsPayable@Metro.net
AGMT# 9200000000SS4A01

Option 2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Los Angeles, CA 90051-0296
Attention: Accounts Payable, AGMT# 9200000000SS4A01

9. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by the LACMTA, the start date of reimbursable activities is August 22, 2023, the date the USDOT, FHWA, and LACMTA executed an agreement designating LACMTA as the recipient of FY 2022 SS4A funds to support the Project. Actual reimbursement of eligible work cannot occur until LACMTA and the Agency execute this Agreement. The end date of reimbursable activities is the Termination Date of this Agreement.

10. DISBURSEMENT OF FUNDS

10.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall forward Federal Funds in an amount not to exceed \$200,529 (the "Funding Amount") to the Agency subject to the terms and conditions of the Federal Grant and this Agreement.

10.2 Payments to the Agency will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement meeting the requirements of Section 8 above.

10.3 The Agency shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Labor (USDOL), USDOT, FHWA, and LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

10.4 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

10.5 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to the Agency. The Agency must confirm they are registered in the LACMTA payment system to receive ACH payments or must complete the ACH form and submit such form to LACMTA before reimbursement payments can be made.

10.6 Expenses that are not invoiced by the termination date specified in Section 13.1 below are not eligible for reimbursement.

11. ALLOWABLE COSTS

11.1 Allowable Project costs will be accepted only if they meet the requirements of 2 C.F.R. Part 200, Subpart E.

11.2 Allowable Project costs will be accepted only for planning and demonstration of an Action Plan, including costs to develop, complete, or supplement an Action Plan, and supplemental planning and/or demonstration activities that inform the development of a new or existing Action Plan.

11.3 Implementation costs shall not be considered eligible costs for reimbursement, which include infrastructure, behavioral, design, development, and/or operational activities identified in an Action Plan.

11.4 Indirect costs shall not be considered eligible costs for reimbursement unless all the following requirements are met by the Agency: i) provide evidence of a federally approved Cost Allocation Plan and indirect rate, consistent with the requirements of 2 C.F.R. 200.414; ii) submit a written request to LACMTA; and iii) receive a written approval from LACMTA prior to incurring the expenditure.

12. LACMTA COSTS

12.1 LACMTA will not charge the Agency for administering these Federal Funds.

13. TERM

13.1 The term of this Agreement shall commence on the date of the LACMTA's CEO or their designee's signature ("Effective Date") and shall terminate **four (4) years** after the Effective Date of this Agreement (the "Termination Date"), unless extended by a written approval from the LACMTA, or terminated earlier as provided herein, (i) the agreed upon Scope of Work has been completed; (ii) all deliverables have been published and made publicly available; (iii) all LACMTA audit and reporting requirements have been satisfied; and (iv) the final disbursement of the Funds has been made to the Agency.

13.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to the Agency at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse the Agency any costs incurred after the effective date of such termination.

13.3 Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) award amount, (ii) Project Funding, (iii) the SOW, or (iv) termination date of shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or their designee and the Agency.

14. FINANCIAL RECORDS AND AUDIT REQUIREMENTS

14.1 The Agency shall be subject to and shall comply with all applicable requirements of LACMTA, the FHWA, the USDOT, and the USDOL regarding Project reporting, audit requirements and site visits.

14.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA may commence a final audit within twelve months of receipt of an acceptable final invoice. The Agency agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). The Agency shall reimburse LACMTA for any expenditure not in compliance with the terms and conditions of this Agreement. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require the Agency to return monies to LACMTA, the Agency shall return such monies within thirty (30) days after the final audit is sent to the Agency. LACMTA shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if determined that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this Agreement.

14.3 The Agency shall keep records, including, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project and confirm compliance with applicable Federal laws and regulations referenced in Part II of this Agreement. The records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Project, and those deemed necessary by LACMTA to evaluate and verify compliance with Federal laws (including Title VI, ADA, and DBE). These records must be retained by the Agency for three years following final payment under this Agreement.

14.4 The Agency shall comply with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff, including complying with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. The Agency shall submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way.

14.5 The Agency shall cause all contractors and subcontractors to comply with the requirements of Sections 14.3 and 14.4 above. The Agency shall cause all contractors and subcontractors to cooperate fully in furnishing or in making available to LACMTA and FHWA all records deemed necessary by auditors or authorized representatives related to the Project.

14.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all the records of the Agency and its contractors and subcontractors related to the Project and shall be allowed to interview any employee of the Agency and its contractors and subcontractors through final payment to the extent reasonably practicable.

14.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of the Agency and its contractors and subcontractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the terms and conditions of this Agreement.

14.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future grants to the Agency if the LACMTA audit has determined that the Agency failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA and FHWA in accordance with audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions of section 14.3 and 14.4.

14.9 The Agency shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are reasonable, allocable, and allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E.

14.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on the Agency's own records and audit work to minimize direct audit of contractors, subcontractors, consultants, and suppliers.

14.11 The Agency shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of 2 C.F.R. Part 200, Subpart F. The Agency shall submit a copy of each single audit to the LACMTA within 30 days of its completion.

15. EXPENDITURE AND DISPOSITION OF FUNDS

15.1 The expenditure and disposition of the Funding Amount by the Agency shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and the FHWA. The Agency shall not utilize the Funding Amount in any way or on any project other than that specified in this Agreement and in the Federal Grant.

15.2 The Agency shall be responsible for any and all cost overruns and/or operating

deficits for the Project.

15.3 Upon completion of the Project described in the SOW and disposition of the 10 percent retention, any unused Funding Amount shall revert back to the FHWA.

15.4 The Agency shall address all correspondence to the FHWA regarding this Project through LACMTA's SS4A Program Manager.

15.5 The programmed budget (the "Financial Plan") specifying the sources and amounts of funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

15.6 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FHWA, to the Financial Plan or the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or their designee and an amendment to the Federal Grant evidencing the FHWA's acceptance of such material change. The Agency shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or SOW that it originally submitted to LACMTA.

16. TIMELY USE OF FUNDS

16.1 The Agency must demonstrate timely use of the Funds by:

- (v) Executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA.
- (vi) Meeting the Project milestones due dates as agreed upon by the LACMTA and Agency in the Agreement (see Exhibit A, SOW).
- (vii) Expending the Funds granted under this Agreement for allowable costs within the term of this Agreement.

17. DEFAULT

17.1 Default under this Agreement is defined as one or more of the following: (i) the Agency fails to comply with the terms and conditions specified in Part I of this Agreement, the applicable Federal laws and regulations referenced in Part II of this Agreement, or the SOW contained herein; (ii) the Agency is consistently behind schedule in meeting milestones or in delivering the Project; (iii) the Agency fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's and FHWA's prior written consent or approval as provided herein; or, (iv) the Agency is in default of any other applicable requirements of LACMTA or the FHWA.

18. REMEDIES

18.1 In the event of a Default by the Agency, LACMTA shall provide written notice of such Default to the Agency with a 30-day period to cure the Default. In the event the Agency fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies:

- (i) LACMTA may terminate this agreement;
- (ii) LACMTA may make no further disbursements of Funds to the Agency;
- (iii) LACMTA may recover from the Agency any Funds disbursed to the Agency as allowed by law or in equity; and/or
- (iv) Any remedies the FHWA may have under the Federal Grant.

18.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 18.1, the Agency shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of the Agency.

18.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

19. SECTION 5333(b) REQUIREMENTS

19.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement the Agency certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received, including any specific terms and conditions included in USDOL's certification letter for the FHWA grant.

19.2 The Agency shall indemnify, defend, and hold harmless the LACMTA and its employees, officers and agents for any claims properly brought by public transportation employees in the Agency's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf of the Agency for the Project.

20. ADDITIONAL TERMS AND CONDITIONS

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

20.2 In the event that there is any court proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

20.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the Agency under or in connection with any work performed by or service provided by the Agency, its officers, agents, employees, contractors and subcontractors under this Agreement. The Agency shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their

respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

20.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

20.5 The Agency shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and the applicable requirements and regulations of LACMTA. The Agency acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

20.6 The Agency shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or their designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

20.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FHWA, including without limitation the requirement of competitive procurement of services and assets, the Agency may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

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

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

20.10 The Agency will advise LACMTA prior to any key Project staffing changes.

20.11 The Agency in the performance of the work described in this agreement is not a contractor nor an agent or employee of LACMTA. The Agency attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately if a conflict, or the appearance thereof, arises. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

20.12 The Agency agrees to comply with all applicable Federal laws and regulations referenced in Part II of this Agreement including, but not limited to, the Uniform Administrative Requirements (49 C.F.R. Part 18), Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200); National Environmental Policy Act (NEPA) (42 U.S.C. 4321 et seq.); and Build America, Buy America Act (BIL, div. G 70901-27).

20.13 The Agency agrees that federal laws and regulations control Project award and implementation. The Agency also agrees that federal directives as defined in (Part II, Applicable Federal Laws and Regulations) this Agreement, set forth federal terms applicable to the Project, except to the extent that FHWA determines otherwise in writing. The Agency understands and agrees that unless FHWA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the Agency may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved.

20.14 The Agency understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FHWA authorized official awards of federal assistance for the Project may be modified from time to time. New federal laws, regulations and directives may become effective after the date on which the Agency executes the Agreement for the Project and might apply to that Agreement. The Agency agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any time, except to the extent FHWA determines otherwise in writing.

20.15 The Agency understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Safe Streets and Roads for All Program (20.939) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

20.16 Notices will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified, or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

LACMTA
One Gateway Plaza
Mail Stop 99-23-3
Los Angeles, CA 90012
Attention: Ruben Cervantes
Email: cervantesr@metro.net
Phone: 213-547-4323

Agency Address:

City of Bell Gardens
7100 Garfield Avenue
Bell Gardens, CA 90201
Attention: Bernardo Iniguez
Email: biniguez@bellgardens.org
Phone: 562-806-7770

PART II
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Agency assures and certifies, with respect to these SS4A funds, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the Agency. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a) Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b) Hatch Act – 5 U.S.C. 1501, et seq.
- c) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d) National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e) Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f) Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g) Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h) Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i) Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j) Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k) Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l) Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m) American Indian Religious Freedom Act, P.L. 95-341, as amended
- n) Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p) Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q) Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r) Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s) Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t) Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u) National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v) Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w) Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x) Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y) Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z) Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa) Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb) Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.

- cc) Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee) Freedom of Information Act – 5 U.S.C. 552, as amended
- ff) Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- gg) Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh) Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii) Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- jj) Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- kk) Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
- ll) Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- mm) Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- nn) Wilderness Act – 16 U.S.C. 1131-1136
- oo) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- pp) Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- qq) The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- rr) Cargo Preference Act of 1954 – 46 U.S.C. 55305
- ss) Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a) Executive Order 11246 – Equal Employment Opportunity
- b) Executive Order 11990 – Protection of Wetlands
- c) Executive Order 11988 – Floodplain Management
- d) Executive Order 12372 – Intergovernmental Review of Federal Programs
- e) Executive Order 12549 – Debarment and Suspension
- f) Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g) Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h) Executive Order 13985 – Advancing Racial Equity and Support for Underserved
- i) Communities Through the Federal Government
- j) Executive Order 14005 – Ensuring the Future is Made in All of America by All of
- k) America’s Workers
- l) Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b) Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c) Investigative and Enforcement Procedures – 14 C.F.R. Part 13

- d) Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e) Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f) Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h) New Restrictions on Lobbying – 49 C.F.R. Part 20
- i) Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j) Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l) Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m) DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n) Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o) Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p) Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q) DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r) Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

Office of Management and Budget Circulars

- a) Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipients and Subrecipients.

Highway Federal Legislation

- a) Agreements relating to the use of access to rights-of-way-interstate system, 23 U.S.C. 111
- b) Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)

- c) Tolls, 23 U.S.C. 301 (to the extent the recipient or subrecipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d) Efficient Environmental Reviews - 23 U.S.C. 139
- e) Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a) Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b) National Highway System Design Standards – 23 C.F.R. Part 625
- c) Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d) Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e) Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f) Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g) Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h) Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

EXHIBIT A

SCOPE OF WORK

Bell Gardens Action Plan

- Update its existing Complete Streets Plan and Systemic Safety Analysis Report to create a conforming Action Plan.

Plan update activities include analyzing and incorporating policies, strategies, and approaches from various agencies including FHWA's Safe Systems Approach. Plan developers will analyze collision data citywide to best assess the need for safety enhancements, identify key hot-spot locations for quick-build projects and safety initiatives, and conceptually design and recommend low-cost and adjustable improvements for the community which include safety countermeasures that will reduce fatalities and serious injuries quickly and efficiently. The Plan recommendations and prioritization of projects and strategies will be an investment in networks of safe, accessible bicycle and pedestrian infrastructure, with a particular focus on closing gaps and investing in low-income and disadvantaged communities.

Engagement with non-motorists, transit users, motorists, and stakeholders (hospitals, schools, businesses, community-based organizations, transit and/or transportation agencies) will be critical to the project's success. A Technical Advisory Committee will be created and charged with the project's implementation and Plan updates. The developers will ensure proper communication and transparency is achieved by all parties. Plan updates will include an equity analysis, implementation plan, outcome measures, and goal of reducing roadway fatalities.

Performance Measures (completion of project)

- a) Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefiting underserved communities, as defined by USDOT.
- b) Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.

Timeline

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	9/30/2024
Planned Action Plan Completion Date:	3/31/2025
Planned Action Plan Adoption Date:	4/30/2025
Planned SS4A Final Report Date:	6/30/2025

Deliverables

- a) Implement the Project consistent with the Scope of Work and the Federal Grant (including any amendments approved by the LACMTA and the FHWA), and in compliance with all applicable federal regulations.
- b) Submit all required reports and certifications as detailed in this Agreement and as requested by LACMTA and FHWA.
- c) Proposed enhancements to existing subregional plans are completed, and/or the proposed Action Plan is made publicly available and is published on a publicly available website.

EXHIBIT B

FINANCIAL PLAN

The total cost of the Project is \$250,661.25. The following is a description of the funding category and the corresponding funding amounts and source to implement the Project.

Category	<u>FHWA Grant</u>	<u>Local Match</u>
Planning and Demonstration	\$200,529	\$50,132.25

Sources of Federal Financial Assistance

<u>Funding Year</u>	<u>Funding Source</u>	<u>Amount</u>
FY2022	Safe Streets and Road for All	\$200,529

Local Match

The Agency shall use Non-USDOT funds to match the grant.

FUNDING SOURCES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. SS4A (2022 Award)- Planning and Demonstration	\$200,529	\$200,529	
2. Bell Gardens Local Match	\$50,132.25		\$50,132.25
Total	\$250,661.25	\$200,529	\$50,132.25
	100%	80%	20%

ELIGIBLE EXPENSES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Project Initiation and Management	\$37,661.25	\$30,129	\$7,532.25
2. Community Engagement	\$60,000	\$48,000	\$12,000
3. Existing Conditions Inventory, Mapping and Analysis	\$37,500	\$30,000	\$7,500
4. Policy Development	\$21,000	\$16,800	\$4,200
5. Final Plan Development	\$63,750	\$51,000	\$12,750
6. Final Report	\$30,750	\$24,600	\$6,150
Total	\$250,661.25	\$200,529	\$50,132.25

EXHIBIT C
SUBRECIPIENT PROCUREMENT CERTIFICATION

As a condition for receiving certain subrecipient federal funds from the Los Angeles County Metropolitan Transportation Authority (Metro), The Agency certifies that procurement procedures will ensure an open competitive process and will conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36). Furthermore, solicitation documents will not be released to the public or individual procurement contracts will not be executed until a Metro representative has reviewed all applicable procurement procedures and documents to ensure compliance.

Metro will be notified of the contract or option award including the name of the successful bidder, the total dollar value of the contract or option and the contract or option award date within three business days of the award.



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 8.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Bernardo Iniguez, Director of Public Works/Facilities Douglas Benash, P.E., City Engineer
SUBJECT:	INSTALLATION OF SPEED HUMPS ON IRA AVENUE BETWEEN CLARA STREET AND GOTHAM STREET
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council authorize the installation of two speed humps on Ira Avenue between Clara Street and Gotham Street.

BACKGROUND/DISCUSSION:

The Public Works Department received a signed Speed Hump Petition from residents requesting the installation of speed humps on Ira Avenue between Clara Street and Gotham Street, in accordance with the City's Policy for the Installation/Removal of Speed Humps ("Speed Hump Policy"). The residents expressed concerns regarding speeding activity on this street segment.

Analysis

In accordance with the Speed Hump Policy, each speed hump request is reviewed on a case by case basis and presented to the Traffic and Safety Commission for review and consideration.

The City Traffic Engineer reviews the following points to determine whether the request meets the criteria specified in the Speed Hump Policy:

- The street is a local residential street with one lane of travel in each direction.
- The roadway width is not more than 40 feet.
- There are no curves that would make it difficult for drivers to see the speed humps.
- Traffic volumes are between 500 and 3,500 vehicles per day.
- The posted speed limit speed limit is not greater than 25 miles per hour (MPH).
- The actual measured 85th percentile speeds are greater than 25 MPH by 8 MPH or more.
- The roadway grades do not exceed six percent (6%).
- The street is not a transit route or primary emergency response route.
- At least fifty-one percent (51%) of residents residing along the affected street support the speed hump request (one vote per each legal address).

In response to the request, the City Engineer ordered traffic volume counts and a speed profile for Ira Avenue between Clara Street and Gotham Street. The purpose was to confirm the extent of reported speeding activity on Ira Avenue and to review the traffic volume data needed to determine if the local street meets the Speed Hump Policy requirements.

Ira Avenue is a north-south local residential street providing one lane of travel in each direction with a posted speed limit of

25 MPH. This block has single family and multi-family homes on both sides of the street. The roadway width is approximately 26 feet wide from curb to curb. Parking is allowed on the east side of the street. The approximate length of Ira Avenue from Clara Street to Gotham Street is approximately 800 feet. Ira Avenue is “Stop” controlled at Clara Street.

The results of the average daily traffic volume counts over a four-day period show that Ira Avenue carries an average of 2,839 vehicles per day. The traffic volumes were recorded from July 20, 2023, to July 23, 2023. If the 85th percentile speed exceeds the posted speed limit by 8 MPH, this would indicate speeding activity. The recorded speed profile measurements for the combined directions of eastbound and westbound Ira Avenue indicate the 85th percentile speed is 35 MPH, which exceeds the posted speed limit by 10 MPH; therefore, it meets the Speed Hump Policy speed criteria.

After reviewing the Speed Hump Policy criteria and the collected traffic-related data, the City Traffic Engineer determined the subject block of Ira Avenue met the requirements to proceed with the distribution of the Speed Hump Survey Questionnaire (“Questionnaire”) to all residents fronting Ira Avenue from Clara Street to Gotham Street. On November 7, 2023, the Traffic and Safety Commission authorized staff to distribute the Questionnaire, requesting the residents’ confirmation of support or opposition of the installation of the two proposed speed humps. By November 30, 2023, a total of 18 out of 30 Questionnaires were received by Public Works. Of the 18 Questionnaires received, 17 of them supported the installation of speed humps and 1 was returned but no selection was made. Therefore, 56.5% support was received for the speed hump installation, exceeding the minimum requirement of 51% support.

CONCLUSION:

Upon Council approval, the Public Works Street Maintenance crew will schedule the installation of the two speed humps on Ira Avenue between Clara Street and Gotham Street. It is anticipated that the speed humps will help reduce speeding and improve safety for motorists and pedestrians alike.

FISCAL IMPACT:

The estimated cost for the installation of speed humps, signage, and pavement markings is approximately \$2,530, which is available in the current Street Maintenance Budget.

ATTACHMENTS:

Exhibit 1 - Aerial Photo of Block

Exhibit 2 - Proposed Approximate Locations of Speed Humps

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

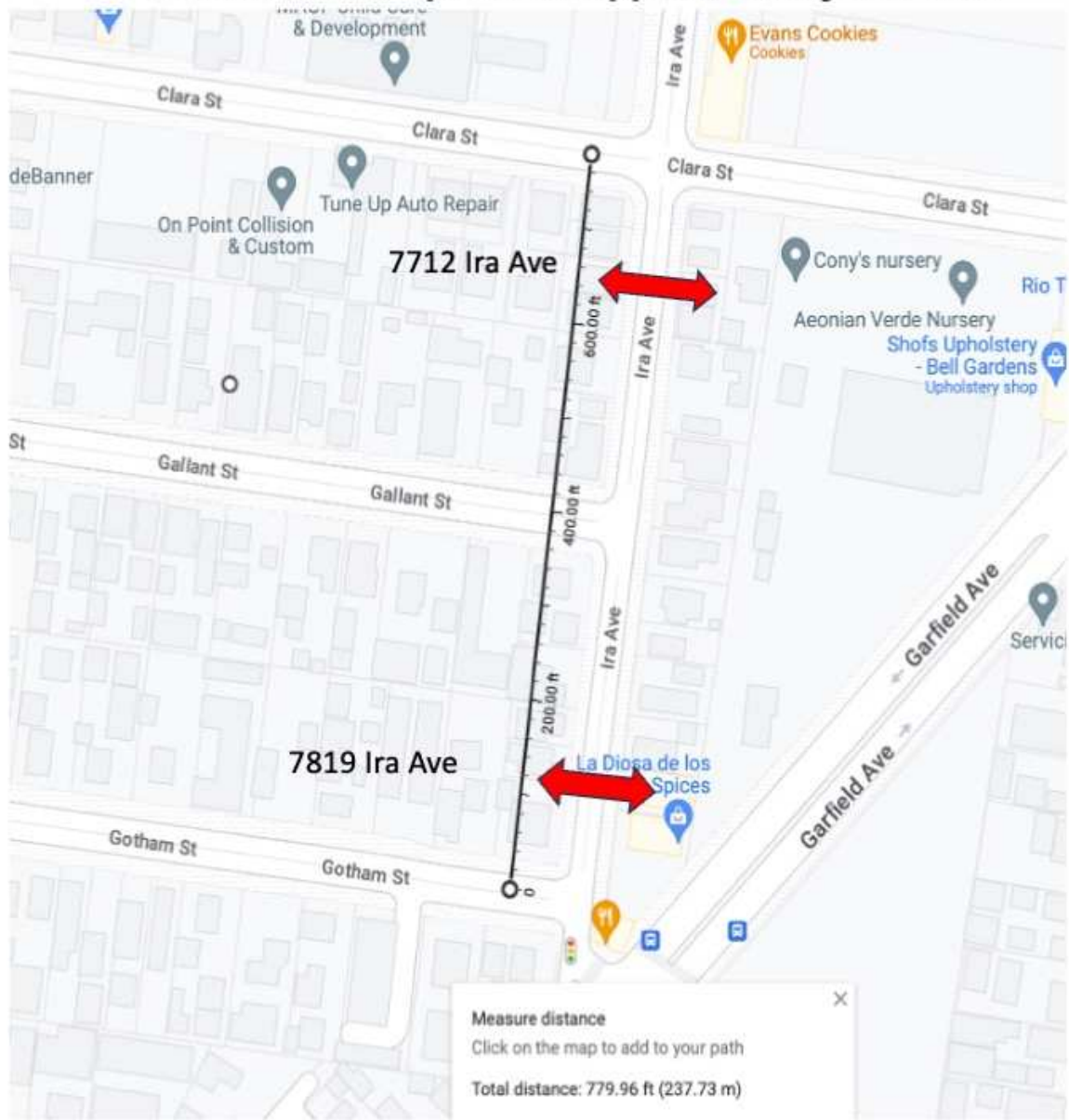
Exhibit 1

**Aerial Photo of Block
(Ira Avenue between Clara Street and Gotham Street)**



Exhibit 2

Proposed two Speed Humps on Ira Ave approximately 180 feet south of Clara Street, and 180 feet north of Gotham Street- spaced at approximately 420 feet





**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 9.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Bernardo Iniguez, Director of Public Works/Facilities Douglas Benash, P.E., City Engineer
SUBJECT:	ACCEPTANCE OF VARIOUS ALLEY IMPROVEMENTS PROJECT (CIP NO. 3930) AS COMPLETE
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Accept the Various Alley Improvements Project (CIP No. 3930) as complete; and
2. Authorize staff to file the Notice of Completion.

BACKGROUND/DISCUSSION:

On August 14, 2023, the City Council approved the plans and specifications for the Various Alley Improvements Project (the "Project") and authorized staff to advertise and solicit bids for the Project. The scope of work consisted of reconstructing various alleys with the removal of the existing asphalt pavement and concrete ribbon gutter; repair and re-compaction of the subgrade as required; construction of new concrete ribbon gutter; adjustment of meter boxes and vaults to grade; and construction of new asphalt pavement.

On August 30, 2023, the City received a total of three (3) bid proposals for the Project. Staff conducted a bid analysis to ensure to lowest, responsible bid met all of the requirements in the Project specifications, including complying with all applicable local, state and federal requirements. Based on the analysis, staff recommended awarding a construction contract to Singh Group Inc. dba Baja Pacific (Baja Pacific) as the lowest responsive and responsible bidder. On September 11, 2023, the City awarded the construction contract to Baja Pacific for the base bid amount of \$556,406 plus the additive bid item no. 1 amount of \$100,740, for a total contract amount of \$657,146.

On November 30, 2023, Baja Pacific completed the construction of the Project. The Project Inspector conducted the final inspection, reviewed the Project documents, and determined that the Project was completed satisfactorily and in conformance with the Project's plans and specifications. The final working days were thirty-two (32) and the final total construction cost was \$664,973.18.

CONCLUSION:

Staff recommends that the City Council accept the Project as complete and authorize the City Clerk to file the Notice of Completion.

FISCAL IMPACT:

The City's FY 23-24 CIP budget included \$891,874 of Measure M and R funds for the Project.

The complete Project expenditures are as follows:

Design (9%) Based on Construction Estimate for seven (7) alley segments	\$58,500
Geotechnical Work	N/A
Survey Work	\$10,350
Project Management (4%)	\$26,286
Construction Management & Inspection (7%)	\$46,000
Funding Administration (1.5%)	\$9,857
Construction Award – Base Bid	\$556,406
Construction Award – Additive Bid No. 1	\$100,740
Labor Compliance (actual cost)	N/A
Actual Contingency	\$7,827
Publication & Misc. Costs	\$2,000.00
FINAL PROJECT COST	\$817,966

The Project was completed within budget. The balance of \$73,908 in Measure M and R funds will be returned to the appropriate fund balance reserves.

ATTACHMENTS:

Exhibit 1 - Notice of Completion

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

RECORDING REQUESTED BY
CITY OF BELL GARDENS
AND WHEN RECORDED MAIL TO

NAME CITY OF BELL GARDENS
CITY CLERK
STREET ADDRESS 7100 S. GARFIELD AVE
CITY BELL GARDENS, CA 90201
STATE
ZIP

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Bell Gardens
3. The full address of the owner is 7100 S. Garfield Avenue, Bell Gardens, CA 90201
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. A work of improvement on the property hereinafter described was substantially completed on 11/30/2023. The work done was:
Various Alley Improvements (CIP No. 3930).

7. The names of the contractor, if any, for such work of improvement was Singh Group Inc. dba Baja Pacific

9/11/2023

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

8. The property on which said work of improvement was completed is in the City of Bell Gardens
County of Los Angeles, State of CA, and is described as follows: Various City alleys

9. The street address of said property is N/A

(If no street address has been officially assigned, insert "none".)

Dated _____

Michael B. O'Kelly, City Manager

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Bell Gardens, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Bell Gardens, CA

Daisy Gomez, City Clerk

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 10.

TO:	Honorable Mayor and City Council Members
FROM:	Michael O'Kelly, City Manager
BY:	Daisy Gomez, City Clerk
SUBJECT:	LOCAL COMMISSIONS APPOINTMENT LIST
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council review the Commissions Appointments List and by motion, remove commissioners and/or make appointments to the posted vacancies.

BACKGROUND/DISCUSSION:

The Local Appointments List includes all Bell Gardens Commissions and Commissioners. The City Council adopted Ordinance No. 825 on July 13, 2009 establishing minimum requirements for service on commissions. All Commissioners must reside within the City of Bell Gardens and may only serve on one Commission at a time. Once appointed, each Commissioner must adhere to the requirements of the City's Conflict of Interest Code and state-mandated AB 1234 ethics training and AB 1661 harassment training.

Ordinance No. 825 allows each Council Member to remove or appoint one candidate per Commission, subject to the approval of the Council majority. Appointed Commission Members serve terms that coincide with the term of the Council Member who made the appointment.

CONCLUSION:

After an appointment is made, Commission members will receive their Oath of Office before beginning service with their respective Commission at the next regularly scheduled Commission meeting. The City Clerk's Office will arrange for the proper filing of Conflict of Interest Code forms and schedule trainings for AB 1234 and AB 1661.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Commissioner Roster

Exhibit 2 - Notice of Vacancies

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney

Manuel Carrillo, Director of Finance and Administrative Services

CITY OF BELL GARDENS
ROSTER OF CITY COMMISSIONS
Updated 1/22/2024

NAME	APPOINTED BY	APPOINTMENT DATE
EDUCATION COMMISSION		
Meeting Date: Second Thursday of every month, City Hall Council Chamber, 5:00 p.m. Staff Liaison - Ana Avalos, Recreation and Community Services Supervisor, (562) 806-7650		
Kristina Paulo	Barcena	1/9/2023
Miguel Flores	Chavez	3/22/2021
Victoria Mirembe	Gomez	11/13/2023
Vacant	De Leon Sanchez	
Jeanette Beltran	Pulido	12/11/2023
PLANNING COMMISSION		
Meeting Date: Third Wednesday of every month, City Hall Council Chamber, 5:15 p.m. Staff Liaison - Steven Jones, City Planner, (562) 806-7722		
Armando Barcena	Barcena	1/9/2023
Miguel De La Rosa	Chavez	1/11/2021
Gustavo Mendez	Gomez	8/28/2023
Oscar Boado	De Leon Sanchez	9/11/2023
Andrew Leon	Pulido	11/13/2023
RECREATION, CULTURAL AND YOUTH COMMISSION		
Meeting Date: Third Thursday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison – Armando Andrade, Recreation and Community Services Supervisor, (562) 806-7650		
Isabel Duron	Barcena	1/9/2023
Vacant	Chavez	
Katelynn Cabrera	Gomez	10/23/2023
Cecilia Diaz-Jimenez	De Leon Sanchez	1/23/2023
Cindy Alvarado	Pulido	2/27/2023
SENIOR CITIZEN COMMISSION		
Meeting Date – Second Wednesday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison – Diana Ortiz, Recreation and Community Services Supervisor (562) 806-7650		
Ana Maria Sanchez Flores	Barcena	1/9/2023
Diana Rivera	Chavez	1/9/2023
Monica Kakimoto	Gomez	1/22/2024
Stephanie Perez	De Leon Sanchez	1/23/2023
Ernesto Ramirez	Pulido	12/11/2023
TRAFFIC AND SAFETY COMMISSION		
Meeting Date – First Tuesday of every month, City Hall Council Chamber, 5:30 p.m. Staff Liaison – Bernardo Iniguez , Director of Public Works/Facilities (562) 806-7770		
David Heredia	Barcena	1/9/2023
Carlos Jose Barrera	Chavez	1/11/2021
Raul Velasco	Gomez	10/9/2023
Hugo Alvarado	De Leon Sanchez	1/9/2023
Jayson Gavilanes	Pulido	1/11/2021



City of Bell Gardens


NOTICE OF COMMISSION VACANCIES

The City Council is seeking applications for the following vacancies:

NAME	APPOINTED BY	NOTICE POSTED	APPOINTMENT DATE
EDUCATION COMMISSION			
Victoria Mirembre	Gomez		11/13/2023
Jeanette Beltran	Pulido		12/11/2023
VACANT	De Leon Sanchez	8/30/2023	
Kristina Paulo	Barcena		1/09/2023
Miguel Flores	Chavez		3/22/2021
PLANNING COMMISSION			
Gustavo Mendez	Gomez		8/28/2023
Andrew Leon	Pulido		11/13/2023
Oscar Boado	De Leon Sanchez		9/11/2023
Armando Barcena	Barcena		1/09/2023
Miguel De La Rosa	Chavez		1/11/2021
RECREATION, CULTURAL AND YOUTH COMMISSION			
Katelynn Cabrera	Gomez		10/23/2023
Cindy Alvarado	Pulido		2/27/2023
Cecilia Diaz-Jimenez	De Leon Sanches		1/23/2023
Isabel Duron	Barcena		1/09/2023
VACANT	Chavez	1/16/2024	
SENIOR CITIZEN COMMISSION			
Monica Kakimoto	Gomez		1/22/2024
Ernesto Ramirez	Pulido		12/11/2023
Stephanie Perez	De Leon Sanchez		1/23/2023
Ana M. Sanchez Flores	Barcena		1/09/2023
Diana Rivera	Chavez		1/09/2023
TRAFFIC AND SAFETY COMMISSION			
Raul Velasco	Gomez		10/09/2023
Jayson Gavilanes	Pulido		1/11/2021
Hugo Alvarado	De Leon Sanchez		1/09/2023
David Heredia	Barcena		1/09/2023
Carlos Jose Barrera	Chavez		1/11/2021

Applicants must be residents of the City. No person previously convicted of a felony in this state or elsewhere shall be permitted to serve on any City Commission. Before assuming the duties of a commissioner, each person appointed shall take and file with the City Clerk the same constitutional oath of office required of members of the city council. Any member of a commission shall be deemed to have resigned from the commission, and his or her office as a member of the commission shall automatically vacated, in the event, the member ceases to be a resident of the City or is convicted of a felony. (Bell Gardens Municipal Code Sections 2.68.030, 2.28.030, 2.22.030, 2.35.030)

Applications may be obtained from the City Clerk's Office: 7100 Garfield Ave, Bell Gardens, CA 90201. Applications will be accepted in the City Clerk's Office on a continuous basis until an appointment is made. Please call the City Clerk's Office at (562) 806-7705 for more information.


 Daisy Gomez
 City Clerk



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 11.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O'Kelly, City Manager
BY:	Elizabeth Nava, Director of Recreation and Community Services
SUBJECT:	NATIONAL BIKE DAY EVENT AND BICYCLE MARKING IMPROVEMENTS
DATE:	February 26, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file this report.

BACKGROUND/DISCUSSION:

In January of this year, staff received direction to bring an item to Council to host a series of activities, events, and capital improvements for National Bike Day. The purpose of these activities is to educate the community on the benefits of biking, drivers and bike riders sharing the road, bicycle safety and overall promotion of cycling. The capital improvements include re-painting and highlighting the shared lane markings throughout the City.

National Bike Day Event

The City's Police, Public Works, and Recreation and Community Services Departments are working together to host the National Bike Day Event on Sunday, May 5, 2024, at 10:00 a.m., around Veterans Park. Leading up to the event, the Bell Gardens Police Department will host a series of community meetings throughout the City to teach bike safety to community members.

The event details for the day of the event are below:

Event Activities

1. Community Bike Ride led by the Police Department around the Park
 - The route will follow the same route as the City's 5k
2. Bike Rodeo
3. Bike check to inspect bikes and bike equipment
4. Community booths, Informational booths, Game booths
5. Music, Food, Games and Activities

Bicycle Shared Lane Marking Improvements

The City of Bell Gardens currently has 190 shared lane markings or "sharrows" throughout the City. Sharrows are road markings used to indicate a shared lane environment for bicycles and automobiles. The sharrows in the City are white markings on the black asphalt along the streets. The City will solicit bids for service to add a bright green background behind the bike markings as well as repaint the white markings to brighten the image and improve its visibility.

Approximate Costs

National Bike Day Event \$5,000

Staff Time	\$9,000
Marketing	\$1,000
Sharrow Painting	\$85,000 (Materials -\$60,000 and Labor - \$25,000)

Total Approximate Cost: \$100,000

CONCLUSION:

Staff will host a series of workshops and events for National Bike Day on and around Sunday, May 5, 2024, and capital improvements will be made to the street markings for the 190 shared lanes in the City.

FISCAL IMPACT:

The approximate cost for the National Bike Day Event and capital improvements is \$100,000 which will come out of a combination of Measure R and M funds, as well as the City's General Fund.

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services



**CITY OF BELL GARDENS
OFFICE OF THE CITY MANAGER**

AGENDA REPORT

Item 12.

TO:	Honorable Mayor and City Council Members
FROM:	Stephanie Vasquez, City Attorney
BY:	Stephanie Vasquez, City Attorney
SUBJECT:	CONSIDERATION AND POSSIBLE APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT WITH CITY FOR CONTINUED APPOINTMENT OF EMPLOYEE AS CITY MANAGER
DATE:	February 26, 2024

RECOMMENDATION:

It is recommended that the City Council approve an employment agreement with City Manager, Michael B. O’Kelly for continued City Manager employment to be made available to the public before consideration of this agenda item. The salient terms of the employment agreement will be disclosed to the public before approval of this item, as required by Government Code Section 54953(c)(3).

CONCLUSION:

If it is the direction of the City Council to consider Open Session approval of the City Manager Employment Agreement for continued appointment of Michael B. O’Kelly as the City Manager, then the City Council should approve the same in the form of a written agreement to be made available for public inspection prior to the City Council taking action on the matter as required by 54953(c)(3).

ATTACHMENTS:

Exhibit 1 - Draft City Manager Agreement

APPROVED ELECTRONICALLY BY:

Michael B. O’Kelly, City Manager
Stephanie Vasquez, City Attorney and/or Susie Altamirano, Assistant City Attorney
Manuel Carrillo, Director of Finance and Administrative Services

2024
CITY MANAGER EMPLOYMENT AGREEMENT
(Employee: Michael B. O’Kelly)

THIS 2024 CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on this 26th day of February 2024 (“Effective Date”) by and between the CITY OF BELL GARDENS, a municipal corporation and general law city (“CITY”) and MICHAEL B. O’KELLY, an individual (“EMPLOYEE”). For purposes of this Agreement, the capitalized term “Parties” shall be a collective reference to both CITY and EMPLOYEE. The capitalized term “Party” may refer to either CITY or EMPLOYEE interchangeably and reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, on June 1, 2019, the Parties executed and entered into an employment agreement entitled, “City Manager Employment Agreement” for a term of two (2) years; and

WHEREAS, on March 8, 2021, the Parties executed and entered into an employment agreement entitled, “City Manager Employment Agreement” for a term of one (1) year; and

WHEREAS, on April 11, 2022, the Parties again executed and entered into an employment agreement entitled, “City Manager Employment Agreement” for a term of two (2) years; and

WHEREAS, CITY desires to continue to engage and employ EMPLOYEE to serve as the City Manager of the City of Bell Gardens as that position is generally described in Chapter 2.8 (City Manager) of Title 2 (Administration and Personnel) of the Bell Gardens Municipal Code (“City Manager”); and

WHEREAS, the City Council finds that EMPLOYEE possesses the education, training, experience and expertise necessary to perform the duties of City Manager; and

WHEREAS, EMPLOYEE desires to accept employment as City Manager subject to the consideration, terms and conditions set forth under this Agreement; and

WHEREAS, the City Council approved the continued appointment of EMPLOYEE as City Manager and the execution of this Agreement in open session at its Regular Meeting of February 26, 2024, as required by Government Code Section 53262, 54956(b) and 54953(c)(3).

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, CITY and EMPLOYEE agree as follows:

SECTION 1. POSITION, TERM, DUTIES

1.1 Employment as City Manager

This Agreement establishes the terms and conditions of employment of EMPLOYEE as the City Manager of CITY.

1.2 Term of Employment

A. This Agreement shall have a term of three (3) years, commencing as of June 1, 2024 ("Term"). CITY, in CITY's sole and absolute discretion, reserves the right, but does not assume the obligation, to extend the Term of this Agreement, subject to its same terms and conditions, for a term that does not exceed a maximum of two (2) one-year extensions, provided that CITY provides EMPLOYEE with written notice of its intent to so extend the Term no less than six (6) months prior to the end of the initial Term.

B. Section 1.2.A., above, notwithstanding EMPLOYEE's employment with CITY shall be at-will and EMPLOYEE shall at all times serve at the pleasure of and at the convenience of the Bell Gardens City Council ("City Council"). Nothing in Section 1.2.A., above, shall operate to prohibit, restrict or otherwise limit the City Council's ability to immediately terminate this Agreement and EMPLOYEE's employment (i) at any time for convenience and without cause; or (ii) at any time for cause.

C. This Agreement along with EMPLOYEE's employment with the City may be terminated by EMPLOYEE at any time for convenience subject to the 45-day resignation notification requirement set forth under Section 3.2, of this Agreement, below.

D. The Parties are aware of the provisions of Section 2.08.050 of the Bell Gardens Municipal Code ("Section 2.08.050") which provides in relevant part: "The city council shall appoint the city manager for an indefinite term, and may remove him at will by three-member vote, effective after 30 days' notice." The Parties acknowledge and agree that the aforementioned provisions under Section 2.08.050 are directory in nature and not mandatory. The foregoing notwithstanding, EMPLOYEE expressly, knowingly and intentionally waives any right to an indefinite term of employment with the CITY or to 30 days' prior notice before the City Council may terminate EMPLOYEE for convenience or for cause. As provided under Section 1.2.B, above, and Section 3, below, EMPLOYEE acknowledges, understands and agrees that his employment with the CITY is "at-will" and that the terms of this Agreement shall govern and control over Section 2.08.050 as to the duration of EMPLOYEE's employment with the CITY; and the procedures for terminating EMPLOYEE's employment with the CITY.

1.3 Duties and Responsibilities

A. EMPLOYEE shall perform the duties and functions of the City Manager as specified under the laws of the State of California, the Bell Gardens Municipal Code, the ordinances and resolutions of the CITY and this Agreement. EMPLOYEE shall also

perform such other duties and functions as the City Council may assign from time to time.

B. EMPLOYEE shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Bell Gardens Municipal Code, as the same may be amended or modified from time to time by the City Council. EMPLOYEE's performance of his duties shall be subject to the direction and oversight of the City Council. It is the intent of the Parties that EMPLOYEE shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of the CITY. EMPLOYEE's duties and responsibilities shall include, but are not limited to, the following:

1. Except as otherwise provided under the Bell Gardens Municipal Code, as the same may be amended or modified from time to time by the City Council, or this Agreement, EMPLOYEE shall serve as the CITY's chief executive officer, subject to direction and control of the City Council. The City Manager shall be responsible for the efficient administration of all affairs of the CITY which are under his control.
2. EMPLOYEE shall perform all the duties of the City Manager as set forth in Section 2.08.080 of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Bell Gardens Municipal Code (the "Municipal Code"), the California Government Code, and CITY policies and procedures approved by the City Council, as may be provided from time to time. The City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.
3. The City Council may also designate EMPLOYEE as the administrative head of other CITY-related legal entities. Such other legal entities could include financing authorities and joint powers authorities and/or the Successor Agency to the Bell Gardens Redevelopment Agency.
4. EMPLOYEE shall administer and enforce policies established by the City Council and promulgate written policies and procedures as necessary to implement such policies.

1.4 Hours of Work

A. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime.

B. EMPLOYEE shall be allowed reasonable flexibility in setting his own office hours, provided: (i) EMPLOYEE maintains a reasonably substantial on-site presence at

City Hall during normal CITY business hours; (ii) EMPLOYEE is reasonably available to members of the City Council, CITY staff and members of the community on a regular and routine basis that generally conforms to the CITY's normal business hours as the same may be amended from time to time by the City Council; and (iii) EMPLOYEE is reasonably available to participate in community events or other functions that may occur during non-business hours as the City Council may from time-to-time request.

C. EMPLOYEE shall devote his full attention to CITY business. EMPLOYEE may engage in other acts for remuneration to the extent those activities do not interfere or constitute a conflict of interest with the performance of his duties as a City Manager.

1.5 Regional and Professional Activities

The City Council desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of the CITY and advance the CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance his ability to serve the CITY and perform his duties as City Manager. To this end, EMPLOYEE may, upon reasonable notice and approval by the City Council, join professional organizations and participate in the activities of such organization insofar as such participation promotes the interests of the CITY and does not unduly interfere with the performance of EMPLOYEE's duties as City Manager. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent City Association, City Management Foundation or other similar national, statewide, regional or professional organizations provided that such activities do not in any way interfere with or adversely affect EMPLOYEE's performance as City Manager. Subject to funding availability as determined by the City Council in its sole and absolute discretion, CITY may pay for the dues and subscriptions of the City Manager necessary for his participation in national, statewide, regional or professional organizations.

1.6 Residence

EMPLOYEE shall not be required to reside within the territorial boundaries of the CITY. The foregoing notwithstanding, EMPLOYEE shall reside within a reasonable distance to the CITY so as to permit EMPLOYEE to travel to the CITY within a reasonable time in the event of CITY emergencies.

1.7 Conflicts of Interest

EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. EMPLOYEE shall further refrain from developing a financial stake in any commercial venture or partnership with any entity doing business with the CITY where such financial stake would create a violation of Government Code Section 1090.

For and during the term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of the CITY without the prior consent of the City Council and subject to the restrictions of all applicable financial conflict of interest laws.

1.8 ICMA Code of Ethics

A. EMPLOYEE agrees to become a member of the International City/County Management Association ("ICMA"). The Parties mutually desire that EMPLOYEE shall comply with the latest draft of the ICMA Code of Ethics, provided such compliance is not inconsistent with or contrary to the laws of the State of California or the Bell Gardens Municipal Code.

B. CITY and the City Council agree that neither the City Council nor any of its members will give EMPLOYEE any order, direction, or request that would require EMPLOYEE to violate the ICMA Code of Ethics, unless such direction or request is authorized by the laws of the State of California or the Bell Gardens Municipal Code.

1.9 Performance Evaluation

A. Performance evaluations are an important way for the City Council and EMPLOYEE to ensure effective communications about City Council expectations and EMPLOYEE's performance. The City Council reserves the right to conduct a general job performance evaluation and review of EMPLOYEE every six (6) months. Nothing in this Section 1.9 is intended to limit additional evaluations or reviews of EMPLOYEE. Failure of the City Council to provide a performance evaluation shall not constitute a waiver of CITY's right to terminate this Agreement pursuant to the terms set forth herein.

B. In conducting the evaluation and review the Parties may, but shall not be required to, use the services of a professional consultant selected by the City Council. The job performance evaluation and review shall serve the following purposes and objectives: (i) to evaluate EMPLOYEE's overall job performance over the course of the fiscal year; (ii) to identify areas of notable progress and/or accomplishment and identify ways to sustain and/or improve upon such progress and/or accomplishments; (iii) to identify areas requiring improvement and how such improvement might be accomplished; (iv) to measure EMPLOYEE's success in meeting, achieving and/or exceeding City Council-defined, goals, objectives, priorities, activities and programs over the fiscal year or since the last performance evaluation and review; (v) to establish goals, objectives, and priorities for the upcoming year; (vi) to determine, what if any, adjustments or enhancement should be considered and approved to EMPLOYEE's compensation terms.

C. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 3, below. Nothing in this Section shall be construed to restrict or otherwise limit CITY's ability to undertake any

other review or investigation of EMPLOYEE during the course of a fiscal year which the City Council may deem necessary to address any allegation of unlawful or inappropriate conduct or other wrongdoing.

SECTION 2. BASE COMPENSATION; BENEFITS AND REIMBURSEMENTS

2.1 Base Salary

A. CITY shall pay EMPLOYEE an annual base salary of Two Hundred Sixty-Seven Thousand Eighty Hundred Eighty-Eight Dollars (\$267,888) per year (hereinafter, the "Base Salary"), subject to deductions for taxes, deferred compensation and other out-of-pocket benefits paid for by EMPLOYEE as a CITY executive management employee. CITY shall pay EMPLOYEE in bi-weekly installments at the same time as other employees of CITY.

B. Commencing on June 1, 2024, and each year thereafter during the Term of this Agreement, EMPLOYEE shall be entitled to the same increase received by the CITY's bargaining units. If the bargaining units do not receive a percentage increase, then the Base Salary shall remain unchanged.

2.2 Retirement Benefits

EMPLOYEE shall be entitled to the same retirement benefits provided to other Executive Management employees in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. CITY's current practice, as set forth in Resolution 2023-38, is to provide Executive Management Employees the same retirement benefits offered through the California Public Employees Retirement System (CalPERS) as those negotiated and approved for the City Employee Association ("CEA") under the current CEA Memorandum of Understanding and any amendment thereto. EMPLOYEE shall also receive such other retirement benefits as may be negotiated through the CEA Memorandum of Understanding.

2.3 Annual Leave Benefits

A. EMPLOYEE shall be entitled to the same leave benefits provided to other Executive Management employees in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. This shall include all vacation, administrative, sick, and other leave benefits afforded to other Executive Management employees.

B. Paragraph A of this subsection notwithstanding, as of the Effective Date of this Agreement, EMPLOYEE shall be credited with total of eighty (80) hours of vacation leave and forty-eight (48) hours of sick leave (collectively, the "Pre-Banked Leave"). The Pre-Banked Leave shall not be convertible to cash, except as otherwise authorized by applicable federal or State law, the provisions of the Bell Gardens Municipal Code or

applicable policies adopted by the City Council. EMPLOYEE shall continue to accrue vacation leave at a rate of 13.34 hours per month and sick leave at a rate of 8 hours per month.

2.4 Holidays

EMPLOYEE shall receive paid holidays in accordance with CITY's current practices and as such practices may be amended or modified from time to time by the CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council. CITY currently provides ten (10) paid holidays per calendar year.

2.5 Medical, Dental and Vision Insurance

EMPLOYEE shall be entitled to the same medical, dental and vision insurance benefits provided to other Executive Management employees in accordance with CITY's current practices and as such practices may be amended or modified from time to time by CITY by action of the City Council. CITY's current practice, as set forth in Resolution 2023-38, is to provide Executive Management Employees medical, dental and vision insurance benefits as those negotiated and approved in the current CEA Memorandum of Understanding and any amendments thereto.

2.6 Bonding

CITY shall bear the full cost of the bond required of EMPLOYEE under Bell Gardens Municipal Code Section 2.08.040, as well as the costs of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

2.7 Automobile Allowance

EMPLOYEE's duties under this Agreement require that he have use of an automobile in the normal course of conducting City's business. CITY shall therefore provide EMPLOYEE a monthly automobile allowance of Six Hundred Fifty Dollars (\$650.00) (hereinafter, the "Car Allowance"). The foregoing notwithstanding, CITY reserves the right to adjust, suspend, terminate or otherwise modify the amount of the Car Allowance in CITY's sole and absolute discretion for budgetary or other policy-related considerations. EMPLOYEE shall be responsible for maintaining and paying for liability insurance as required by state law and for all of his automobile's operating, maintenance and repair costs at all times during the term of this Agreement.

2.8 Cellular Phone Allowance; Other Necessary and Customary Business Equipment and Facilities; Special Electronic Equipment

A. EMPLOYEE shall be paid a monthly technology allowance of Two Hundred Fifty Dollars (\$250.00) for cell phone, computer, and other technology used in connection with EMPLOYEE's performance under this Agreement.

B. The CITY shall provide EMPLOYEE with other customary and necessary equipment and facilities reasonably required for EMPLOYEE to perform his duties and functions as City Manager such as an office within City Hall, a landline telephone in the City Hall office, a desktop computer, business cards, business stationary and the like. All such equipment and facilities made available to EMPLOYEE shall at all times remain the property of the CITY and EMPLOYEE acknowledges, understands and agrees that he shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

C. The City Council reserves the right but does not assume the obligation to provide EMPLOYEE at CITY's expense, special electronic communications equipment such as an iPad. All such equipment and facilities made available to EMPLOYEE shall at all times remain the property of the CITY, and EMPLOYEE acknowledges, understands and agrees that he shall have no right of privacy to such equipment or any data or information stored in such equipment or facilities.

2.9 Reimbursement for Expenses Not Covered by Allowances

A. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of his duties or in connection with EMPLOYEE's participation in those authorized activities referenced under Section 1.3, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California and any CITY-adopted reimbursement policies as either may be adopted, updated or otherwise amended from time to time.

2.10 Term Life Insurance

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, EMPLOYEE shall be provided term life insurance in an amount equal to his base annual salary as set forth in Section 2.1.

2.11 Other Benefits

Except as otherwise set forth in this Agreement, and in addition to the benefits specified herein, EMPLOYEE shall receive any and all other benefits granted to all City Department Heads and Executive Management under Resolution No. 2023-38 as the same may be modified, amended or repealed from time to time by the City Council.

SECTION 3. EMPLOYMENT "AT-WILL"; SEPARATION FROM EMPLOYMENT

3.1 Employment with CITY is "at-will"

A. EMPLOYEE's employment status with CITY shall be at-will and EMPLOYEE shall serve at the pleasure of the City Council as provided under

Government Code Section 36506. CITY, through the City Council, may at any time terminate EMPLOYEE's employment with the CITY with or without cause by majority vote of its full membership (i.e., by no less than three affirmative votes). EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself of any procedures, provisions or protections set forth under the CITY's Employment Policies, as defined herein, insofar as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Council to terminate EMPLOYEE's employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of the CITY as the same may be amended, modified or supplemented from time to time (including but not limited to the Bell Gardens Municipal Code and any written employment manual of the CITY) which governs, regulates or otherwise relates to employment with the CITY. The CITY's Employment Policies shall not apply to EMPLOYEE insofar as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY.

B. Except as otherwise provided under this Section 3, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate EMPLOYEE's employment whether for cause or for convenience.

C. Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with the CITY.

3.2 Resignation/Retirement

A. EMPLOYEE may resign and/or retire from his employment with the CITY at any time for any reason, provided EMPLOYEE provides the City Council with written notice of his intent to so terminate his employment at least forty-five (45) calendar days prior to the effective date of separation.

B. The City Council in its sole and absolute discretion may waive or shorten the forty-five (45) day prior written notice requirement provided the request for such waiver is made in writing by EMPLOYEE and further provided that the City Council's waiver of the notice requirement is also made in writing.

C. The failure of EMPLOYEE to provide the prior written notice required under this Section shall constitute a material breach of this Agreement.

3.3 Separation for Convenience and Without Cause; Severance

A. In the event EMPLOYEE is terminated for convenience and without cause by the City Council while EMPLOYEE is willing and able to perform the City Manager's duties under this Agreement, then CITY agrees to pay EMPLOYEE a lump sum cash

payment equal to six (6) months' worth of EMPLOYEE's annual Base Salary at the time of separation [i.e., the prorated value of one months' worth of EMPLOYEE's annual Base Salary at the time of separation multiplied by six].

B. CITY shall extend to EMPLOYEE the right to continued health insurance as may be required by and pursuant to terms and conditions of this Consolidated Omnibus Reconciliation Act of 1986 ("COBRA"). The CITY agrees to reimburse EMPLOYEE for COBRA coverage at the same benefit level (i.e., employee only, employee +1, or family) as was provided as of the date of separation for the same number of months for which EMPLOYEE is entitled to a lump sum cash payment under Section 3.3(A), or until EMPLOYEE either secures and begins full-time employment or obtains other health insurance, whichever of these three events first occurs. EMPLOYEE shall notify the CITY within five (5) calendar days of securing new full-time employment or insurance.

C. All payments required under Section 3.3(A) or 3.3(B), above, are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Further, in the event EMPLOYEE is convicted of a crime involving an abuse of office or position, EMPLOYEE shall reimburse the CITY for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 through 53243.4.

D. The foregoing notwithstanding, CITY shall not exercise its right to terminate EMPLOYEE for convenience and without cause during the ninety (90) day period immediately preceding or the ninety (90) day period immediately following any General Municipal Election of the CITY in which two or more City Council seats are subject to an election contest or during the ninety (90) day period immediately preceding or the ninety (90) day period immediately following any Special Municipal Election of the CITY in which two or more City Council seats are subject to an election contest.

3.4 Separation for Cause

A. Notwithstanding the provisions of Section 3.3, above, EMPLOYEE may be terminated for cause. As used in this Section, "cause" shall mean any one or more of the following:

- (i) Any Breach of this Agreement;
- (ii) Conviction (including a plea of no contest) of a felony or any misdemeanor under the Political Reform Act (Government Code Section 81000 et seq.) or Government Code Section 1090;
- (iii) Conviction (including a plea of no contest) of any offense constituting an "abuse of office or position" within the meaning of Government Code Section 53243.4;
- (iv) Conviction (including a plea of no contest) of a misdemeanor involving a

crime of moral turpitude or felony under California law, including but not limited to any conviction under Penal Code Section 424;

- (v) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of EMPLOYEE's duties;
- (vi) Repeated and protracted unexcused absences from EMPLOYEE's office and duties;
- (vii) Résumé fraud;
- (viii) A finding by judicial proceeding that legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee have occurred;
- (ix) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent willful violation of properly established rules and procedures; and
- (x) Any other action or inaction of EMPLOYEE that materially and substantially impedes or disrupts the performance of CITY or its organizational units or is detrimental to employee safety or public safety.

The City Council, in its sole and absolute discretion, may place the EMPLOYEE on administrative leave with pay until resolution of allegations or charges, including but not limited to criminal charges, brought against EMPLOYEE, or until a final judicial or administrative decision finding legally prohibited personal acts of sexual harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee. Prior to terminating this Agreement pursuant to this Section, the City Council shall give EMPLOYEE at least ten (10) calendar days prior written notice of the charges. Within the ten-day period, but not earlier than five (5) calendar days after the notice has been given, the City Council shall meet with EMPLOYEE in closed session and give EMPLOYEE an opportunity to address the City Council regarding the charges. EMPLOYEE may have a representative at the closed session with the City Council. After hearing EMPLOYEE's response to the charges, the City Council shall make a decision as to whether to terminate this Agreement and shall inform EMPLOYEE in writing of its decision. Other than as provided in this subsection, EMPLOYEE expressly waives any other form of hearing or appeal of the City Council's decision. Nothing in this subsection creates a property right in employment. Notwithstanding anything contained in this subsection, EMPLOYEE remains an at will employee serving at the pleasure of the City Council. The initiation of termination proceedings for cause shall not operate to prohibit or otherwise restrict the City Council from exercising its right to terminate EMPLOYEE without cause as provided under Section 3.3 of this Agreement.

B. In the event the CITY terminates EMPLOYEE for cause, then the CITY may terminate this Agreement immediately, and EMPLOYEE shall be entitled to only the compensation accrued up to the date of termination, payments required under Sections 2 and subsection 3.5 and such other termination benefits and payments as may be required by law. In the event of termination for cause, the EMPLOYEE shall not be entitled to any severance provided for under subsection 3.3, above. The foregoing notwithstanding, CITY may deduct from such payments any reimbursement sums it is owed pursuant to Government Code Sections 53243 through 53243.4.

3.5 Return of City Equipment

EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

SECTION 4. GENERAL PROVISIONS

4.1 Proprietary Information

"Proprietary Information" means all information and any idea pertaining in any manner to the business of the City Council, the CITY or the CITY's various, departments, divisions, committees and commissions, which was produced by EMPLOYEE in the course of his employment or otherwise produced to or acquired by EMPLOYEE in the course of his employment with the CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information". During his employment by CITY, EMPLOYEE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

4.2 Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days

after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in EMPLOYEE's personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Bell Gardens
7100 Garfield Ave
Bell Gardens, CA 90201
Attn: Mayor and City Council

City Manager's Address:

Deliver to last updated address in personnel file.

4.3 Indemnification

A. CITY shall defend, hold harmless and indemnify EMPLOYEE against any claim, demand, judgment or action of any type or kind arising within the course and scope of EMPLOYEE's employment to the extent required by Government Code Sections 825 and 995.

B. Subsection (A) of this Section notwithstanding, CITY reserves all rights (including all rights to monetary reimbursement) afforded under Government Code Sections 53243, 53243.1, 53243.2, 53243.3 and 53243.4 and nothing in this Agreement shall operate or otherwise be construed to place any restriction upon CITY in exercising and/or enforcing such rights under the foregoing Government Code Sections. In the event EMPLOYEE is convicted of an offense constituting an abuse of office or position, EMPLOYEE shall reimburse CITY for any sums expended investigating and/or defending such wrongdoing as provided under Government Code Section 53243, 53243.1 and 53243.3. For purposes of this Agreement, the phrase "abuse of office or position" shall have the same meaning as set forth under Government Code Section 53243.4

4.4 Entire Agreement

This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

4.5 Amendments

This Agreement may not be altered, modified, or amended except in a written document signed by EMPLOYEE, approved by the City Council and signed by Mayor.

4.6 Waiver

Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

4.7 Assignment

EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

4.8 Severability

If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

4.9 Attorney's Fees

In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

4.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

4.11 Interpretation

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

4.12 Acknowledgment

EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

4.13 Counterparts

The Parties agree that this Agreement may be executed in multiple originals including multiple counterparts, and that each of the counterparts to any original taken together shall constitute one valid and binding agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS, WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

CITY OF BELL GARDNES

EMPLOYEE

By: _____
Jorgel Chavez, Mayor

By: _____
Michael B. O'Kelly, an individual

Date: _____, 2024

Date: _____, 2024

APPROVED AS TO FORM:

ATTEST:

By: _____
Stephanie Vasquez, City Attorney

By: _____
Daisy Gomez, City Clerk

Date: _____