



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, JANUARY 22, 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

- **CERTIFICATE OF RECOGNITION - BELL GARDENS HIGH SCHOOL FOOTBALL TEAM**
- **CERTIFICATE OF RECOGNITION - HAMBURGUESAS URUAPAN**
- **CERTIFICATE OF RECOGNITION - OUTGOING TOASTMASTERS OFFICERS**

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 - 10)

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 JANUARY 8, 2024 CITY / SUCCESSOR AGENCY JOINT MEETING**

Approve the minutes of the January 8, 2024 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the January 8, 2024 City/Successor Agency Joint Meeting.

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 12/28/23, 01/02/24 and 01/09/24.

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 01/02/24.

5. NOVEMBER 2023 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 November 2023 Treasurer's Report.

6. DECEMBER 2023 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 December 2023 Treasurer's Report.

7. A RESOLUTION AUTHORIZING A COST RECOVERY PROGRAM AGREEMENT WITH THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES

A request to approve a Cost Recovery Program Agreement with the California Regional Water Quality Control Board, Los Angeles Region.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution authorizing a Cost Recovery Program Agreement with the California Water Quality Control Board, Los Angeles Region, for environmental investigation and cleanup oversight of the contaminated former Berk Oil and Pacific Metal Craft property located at 5600-5636 Shull Street, subject to City Attorney approval, as to form; and
2. Appropriate \$312,914.86 from the General Fund to be reimbursed by DTSC's Equitable Communities Revitalization Grant funding.

8. RESOLUTION APPOINTING A SECOND ALTERNATE TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT AUTHORITY

Consideration of a Resolution appointing a second Alternate Member to the Governing Board of the Los Angeles Gateway Region Integrated Water Management Authority.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution appointing a second Alternate to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board.

9. RESOLUTION APPROVING A FIFTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS TO EXTEND THE TERM FOR ONE ADDITIONAL MONTH

Consideration of a Resolution approving a Fifth Amendment to the Engineering Services Agreement with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers to extend the term through February 29, 2024.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Fifth Amendment with Bowman Infrastructure Engineers Ltd. dba

Infrastructure Engineers.

10. **AWARD OF CONSTRUCTION CONTRACT FOR THE JOHN ANSON FORD PARK REGIONAL AQUATICS CENTER IMPROVEMENTS (CIP NO. 3888) (CDBG PROJECT NO. 602095-19)**

Consideration of award of a Construction Contract to Bernards Bros. Inc. for the John Anson Ford Park Regional Aquatics Center Improvements.

Recommendation:

It is staff's recommendation that the City Council by motion:

1. Award a Construction Contract to Bernards Bros. Inc. for the John Anson Ford Park Regional Aquatics Center Improvements; CIP 3888; CDBG Project No. 60295-19;
2. Authorize the City Manager to execute the Construction Contract, subject to City Attorney approval as to form; and
3. Authorize the City Manager to approve change orders that may be necessary during construction to cover any unforeseen condition in an amount not to exceed 6% of the Construction Contract.

DISCUSSION (Item No. 11)

11. **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.

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

ADJOURNMENT

Daisy Gomez, City Clerk

Agenda posted on January 18, 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:	January 22, 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 JANUARY 8, 2024 CITY / SUCCESSOR AGENCY JOINT MEETING**
DATE: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council approve the minutes of the January 8, 2024 City/Successor Agency Joint Meeting.

BACKGROUND/DISCUSSION:

Every City/Successor Agency Joint Meeting the City Clerk documents the actions made by the Agency Members/City Council.

CONCLUSION:

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

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

Exhibit 1 - Minutes of January 8, 2024 Regular City Council/Successor Agency Joint Meeting

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, JANUARY 8, 2024, 6:00 PM
MINUTES

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

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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 January 8, 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 Jonathan Leal.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Police Chief Paul Camacho.

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

Present:

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

Absent:

None

PRESENTATIONS

- **CERTIFICATE OF RECOGNITION TO THE BELL GARDENS POLICE OFFICER'S FOR THEIR COURAGEOUS AND LIFESAVING ACTION AT THE SCENE OF A HOUSE FIRE ON DECEMBER 17, 2023**

Mayor Jorgel Chavez read the certificate of recognition and presented it to the following: Officer C. Sandoval; Officer R. Peek; Officer G. Mendoza; Officer S. Diaz; Officer Valenzuela; Senior Officer M. Weinrich; Detective J. Henshaw; Sergeant A. Puente; and Sergeant C. Cano.

- **CERTIFICATE OF RECOGNITION - SHANA MARQUEZ WITH TOUCHPOINT CHURCH**

Mayor Jorgel Chavez read the certificate of recognition and presented it to Shana Marquez.

- **CERTIFICATE OF RECOGNITION - HOLIDAY HOME DECORATING CONTEST**

Mayor Jorgel Chavez read the certificate of recognition and presented it to the following: The Vera Family; The Rodriguez Family; The Vargas Family; and The Velasquez Family.

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 written comments received.

Lincoln Fraga spoke in opposition to rent stabilization.

Bruce Crow spoke regarding various topics.

Rogelio Rodriguez spoke regarding various topics.

Joaquin Beltran spoke regarding running for congress.

Abraham Rios spoke in opposition to rent stabilization.

Rodolfo spoke regarding the elections.

Norma Cabral spoke in opposition to rent stabilization.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

City Clerk Daisy Gomez announced that there were no written comments received.

No public comments were provided.

CITY MANAGER'S REPORT

City Manager Michael O'Kelly provided a brief report.

CONSENT CALENDAR (Item Nos. 1 - 5)

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 Councilmember Francis De Leon Sanchez seconded by Councilmember Gabriel Gomez to approve Consent Calendar Item Nos. 1 - 5.

The motion carried 5-0 with the following vote for Item Nos. 1 - 5:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez

NOES: None

ABSENT: None

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 DECEMBER 11, 2023 CITY / SUCCESSOR AGENCY JOINT MEETING**

Approve the minutes of the December 11, 2023 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the December 11, 2023 City/Successor Agency Joint Meeting.

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 11/28/23, 11/30/23, 12/05/23, 12/12/23, 12/14/23 and 12/19/23.

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 12/12/23 and 12/19/23.

5. **PURCHASE OF POLICE EQUIPMENT**

The Police Department needs to purchase and replace out-of-date duty handguns and rifles used by patrol officers and the Special Operations Team (SOT). The current duty handguns are over ten years old and the rifles are over 15 years old. The industry standard is to replace this equipment every five years.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving an

agreement with Proforce Marketing, Inc. dba Proforce Law Enforcement to purchase and replace duty handgun and rifles.

Resolution No. 2024-01 was approved.

DISCUSSION (Items No. 6-8)

6. RESOLUTION APPROVING AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF NEW POLE LED LIGHTING AT JOHN ANSON FORD PARK

Consideration of a Resolution approving an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries, Inc. for the purchase and installation of new pole LED walkway lighting at John Anson Ford Park.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution approving an agreement with ABM Electrical & Lighting Solutions, Inc. formerly known as ABM Industries Inc. for the purchase and installation of new LED lighting for a total amount not to exceed \$249,909.48;
2. Authorize the City Manager to execute the agreement and approve change orders that may be necessary during construction to cover any unforeseen condition in an amount not to exceed 10% of the agreement amount; and
3. Appropriate \$275,000 from the General Fund to complete this project.

Presentation was provided by Public Works Director Bernardo Iniguez.

A motion was made by Council member Sanchez, seconded by Mayor Pro Tem Marco Barcena to approve staff's recommendation and adopt Resolution No. 2024-02.

The motion carried 5-0 with the following vote:

AYES: Gomez, Pulido, Sanchez, Barcena, Chavez

NOES: None

ABSENT: None

ABSTAIN: None

7. CITY COUNCIL APPOINTMENT TO EXTERNAL COMMITTEES

City Council Members serve on various external boards and committees, representing the City of Bell Gardens. This report provides a listing of all the boards and committees and the names of the Council Members that serve on the boards/committees. The Council may make appointment revisions to this list at this time.

Recommendation:

It is staff's recommendation that the City Council make changes, reappointments, or appointments as necessary to the attached matrix of Council Appointments to External Regulatory and Advisory Boards, Commissions, and Committees.

A motion was made by Councilmember Francis de Leon Sanchez, second by Councilmember Maria Pulido to nominate Councilmember Gabriela Gomez to serve on the Independent Cities Association.

The motion carried 5-0 with the following vote:

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

A motion was made by Councilmember Francis de Leon Sanchez, second by Mayor Pro Tem Marco Barcena to nominate Councilmember Gabriela Gomez to serve on the California Contract Cities Association.

The motion carried 5-0 with the following vote:

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

A motion was made by Councilmember Francis de Leon Sanchez, second by Mayor Jorgel Chavez to nominate Councilmember Gabriela Gomez to serve on the Los Angeles County City Selection Committee.

The motion carried 5-0 with the following vote:

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

A motion was made by Mayor Jorgel Chavez, Councilmember Gabriela Gomez to nominate Mayor Pro Tem Marco Barcena to serve on the Southern California Association of Governments.

The motion carried 5-0 with the following vote:

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

8. 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.

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 7:43 p.m.

Daisy Gomez, City Clerk

Agenda posted on January 4, 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: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 12/28/23, 01/02/24 and 01/09/24.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 12/28/23, 01/02/24 and 01/09/24. 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 12/28/23, 01/02/24 and 01/09/24 will be received and filed.

FISCAL IMPACT:

Wire transfer	12/28/23	1888 - 1892	\$342,992.08
Warrant register	01/02/24	188762 - 188837	\$204,119.14
		Total Bank	\$547,111.22
Net payroll transfer	12/28/23	-	\$599,727.15
		Total Voucher	\$1,146,838.37
Warrant register	01/02/24	188838 - 188839	\$1,139.97
		Total Bank	\$1,139.97
Warrant register	01/09/24	188840 - 188900	\$1,147,111.12
		Total Bank	\$1,147,111.12
		Grand Total Vouchers	\$2,295,089.46

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

01/03/2024 2:08:06PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1888-WIRE	12/28/2023	003359 BANK OF THE WEST	Ben596919		FEDERAL INCOME TAX: PAYMENT	107,868.28
					Total :	107,868.28
1889-WIRE	12/28/2023	003358 BANK OF THE WEST	Ben596923		STATE INCOME TAX: PAYMENT	32,564.26
					Total :	32,564.26
1890-WIRE	12/28/2023	001725 CALPERS	Ben596921		P/R 12/29/23	174,613.97
					Total :	174,613.97
1891-WIRE	12/28/2023	006722 CITY EMPLOYEES ASSOC.	Ben596917		BGPWA DUES: PAYMENT	507.00
					Total :	507.00
1892-WIRE	12/28/2023	009439 MASS MUTUAL	Ben596925		MASS MUTUAL: PAYMENT	27,438.57
					Total :	27,438.57
188762	1/2/2024	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben596909		PARS: PAYMENT	6,290.61
					Total :	6,290.61
188763	1/2/2024	010834 AF CREATIVE DESIGNS	201		PD EXPLORER POST BROCHURE I	454.63
					Total :	454.63
188764	1/2/2024	008623 ALAN'S LAWN & GARDEN CENTER	1024859		PW PARK SUPPLIES	52.81
					Total :	52.81
188765	1/2/2024	000098 ALIN PARTY SUPPLY	560981 561259 562552		RCS AFTER SCHOOL PRGM RCS WINTER WONDERLAND RCS SR CTR GRINCHMAS BRUNCH	247.68 478.82 272.09
					Total :	998.59
188766	1/2/2024	010833 AMAZON CAPITAL SERVICES, INC.	11T9XXG1PXQW 19KQMKVNPJCP 1D39TN6PCDP4 1FVCL7HLTQKP 1NRP69VGF1PM 1QFWYWG3XCL1 1TT7Q6PF1VHJ		RCS SR CTR BREAKFAST W/SANT/ RCS WINTER WONDERLAND SUPP RCS STAR JIJAMA DAY WITH SANT. RCS EFSP SUPPLIES RCS POLARIS MAINT RCS CLARA SR CTR NEW YEAR PA RCS OFFICE SUPPLIES	220.22 288.42 252.50 212.11 93.65 487.04 89.96
					Total :	1,623.90

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188767	1/2/2024	004556 AMERICAN WELDING, RAMIRO PACHECC	15579		PW REPAIR FENCE ASMUS PK	985.00
			15580		PW REPAIR FENCE ASMUS PK	985.00
			15582		PW REPAIR FENCE DARWELL PK	480.00
			15583		PW REPAIR BACKFLOW CAGE	680.00
					Total :	3,130.00
188768	1/2/2024	000150 ANAYA'S SERVICE CENTER	39230		PD UNIT 257 REPL DRIVE SHAFT	650.95
			39231		P DUNIT 256 OIL CHANGE REPL HC	331.79
			39232		P DUNIT 278 OIL CHANGE BRAKE I	69.89
			39233		PD UNIT 252 OIL CHANGE BRAKE I	169.44
			39234		PD UNIT 267 OIL CHANGE REPL BF	384.74
			39235		PD UNIT 276 OIL CHANGE BRAKE I	69.89
			39236		PD UNIT 214 REPL WIPER ARM	190.90
			39265		PW HYDRALIC MOTOR VEH L200	981.32
			39266		PW REPL FUEL PUMP VEH L177	989.06
			39277		PD UNIT 275 OIL CHANGE BRAKE I	78.88
			39278		PD UNIT 259 REPL ALTERNATOR	825.95
			39279		RCS SR CTR VEHICLE	185.83
					Total :	4,928.64
188769	1/2/2024	000284 ASSOC., BELL GARDENS POLICE	Ben596913		NON-SWORN POA MEMBER-DUES.	2,680.00
					Total :	2,680.00
188770	1/2/2024	008648 ATP FITNESS SERVICES, ROBBY J ALLISK	1793		RCS SR CTR FITNESS BIKE REPAIR	150.00
					Total :	150.00
188771	1/2/2024	008041 AVANT GARDE INC.	9094	04693	0PW URBAN GREEN PROGRAM "TI	617.50
			9095	05223	PW FUNDING ADMIN BG KEEP PAR	1,312.50
					Total :	1,930.00
188772	1/2/2024	006083 CEA BG CITY EMPLOYEES	Ben596907		BGCEA: PAYMENT	1,536.00
					Total :	1,536.00
188773	1/2/2024	009266 CHARTER COMMUNICATIONS	107007601120123		PD FIBER LINES DEC 2023	687.48
					Total :	687.48
188774	1/2/2024	009417 CINTAS CORPORATION	5186737101		PW FIRST AID & MEDICATION KIT	967.88
					Total :	967.88

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188775	1/2/2024	007750 COREOLOGIC SOLUTIONS,LLC	82196274		CD TITLE REPORTS 11/23	366.00
					Total :	366.00
188776	1/2/2024	002805 DEPARTMENT OF JUSTICE	698789		PD FINGERPRINT APPS NOV 2023	1,600.00
			703782		PD FINGERPRINT APPS JULY 2023	32.00
					Total :	1,632.00
188777	1/2/2024	000173 DISASTER MANAGEMENT AREA E.	202323003		MEMBERSHP AREA E. LA CNTY JP/	4,295.00
					Total :	4,295.00
188778	1/2/2024	001978 DISTRICTS OF LA COUNTY, COUNTY SAN	1593A1123		PW DUMP FEE NOV 2023	2,933.65
					Total :	2,933.65
188779	1/2/2024	009567 DOG WASTE DEPOT	584316		PW DOG WASTE BAG CASES	932.87
					Total :	932.87
188780	1/2/2024	000713 DOWNEY VENDORS	110242		CD COFFEE SUPPLIES	49.28
			19953		CD COFFEE SUPPLIES	58.32
					Total :	107.60
188781	1/2/2024	008128 ECONOLITE SYSTEMS	41888	05509	PW TRAFFIC SIGNAL MAINTENANC	13,181.52
					Total :	13,181.52
188782	1/2/2024	004814 ECS IMAGING, INC.	18340		ECS LASERFICH ANNUAL RENEWAF	5,650.00
					Total :	5,650.00
188783	1/2/2024	000775 ENTENMANN ROVIN CO	0178283IN		PD EXPLORER FLAT BADGE 673	253.06
					Total :	253.06
188784	1/2/2024	006424 FERNANDO'S HARDWARE & LUMBER	502		PW PAINT BRUSHES/FACILITIES	11.00
			91543		PW PAINT BRUSHES/FACILITIES	9.91
					Total :	20.91
188785	1/2/2024	001481 FINANCIAL SERVICES, INC., DE LAGE LAI	81551678		PD COPIER LEASE DEC 2023	358.41
					Total :	358.41
188786	1/2/2024	010927 GALAVIZ PRINTING	365		RCS EMPLOYEE RECOG CUPS	1,970.72
					Total :	1,970.72

**Voucher List
CITY OF BELL GARDENS**

01/03/2024 2:08:06PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188787	1/2/2024	007953 GAMETIME C/O GREAT WESTERN	PJ10223668	05543	PW PLAY EQUIPMENT - WAVY MIRI	4,351.00
					Total :	4,351.00
188788	1/2/2024	002092 GOLDEN STATE WATER COMPANY	92962400005-12112:		PW 6863 DARWELL AVE.	191.14
					Total :	191.14
188789	1/2/2024	010933 GONZALEZ, CHRISTOPHER K.	1018535002		RCS SHELTER DEP REFUND 12/16	125.00
					Total :	125.00
188790	1/2/2024	010366 GRIMCO, INC.	3170185401	05493	RCS WIDE FORMAT PRINTER SUPI	227.14
					Total :	227.14
188791	1/2/2024	002607 HERC RENTALS INC.	34249914001		RCS WINTER WONDERLAND EQUI	833.59
					Total :	833.59
188792	1/2/2024	009949 HERK EDWARDS, INC.	2653	05623	RCS JAFP GYM WARRANTY CERTI	3,000.00
					Total :	3,000.00
188793	1/2/2024	001025 HOME DEPOT	006744/2351379 006768/2351380 007629/1024858 04726/4032929 1542842 1542843 250913 5523964 7802299 900045		PW FACILITIES SUPPLIES PW FACILITES TOOLS SUPPLIES PW FACILITIES SUPPLIE S PW FAICILITIES SUPPLIES RCS CORD PROTECTOR NYC RCS SP EVENTS SUPPLIES ZIP TIE RCS NYC PRELIT WREATH RCS OFFICE SUPPLIES RCS NYC FACILITY SUPPLIES RCS UTILITY CARTS FOR ALL LEVEI	197.56 466.86 19.78 52.80 65.67 122.03 88.18 6.69 240.50 524.70 1,784.77
188794	1/2/2024	010716 IMPACT SCIENCES, INC.	22132	05351	CD GEN PLAN SUSTANABILITY/ENV	13,165.00
					Total :	13,165.00
188795	1/2/2024	005177 INFRASTRUCTURE ENGINEERS	28923 28931 28932 28942 28944	05298 05353	CD PL&DEVT ENG FEES 11/30/23 PW FDPK MAINT YARD NOV 2023 PW VARIOUS RESID ST IMPROV NI PW NPDES MANAGMNT PRGM NO' CD B&S PLAN CK 11/23	1,726.00 1,130.00 6,845.00 6,656.50 4,542.08

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188795	1/2/2024	005177 INFRASTRUCTURE ENGINEERS	(Continued) 28949 28962	05299 05559	PW ATP CYCLE 5 CITYWIDE COMP PW VARIOUS ALLEY IMPROVEMEN Total :	8,018.00 39,458.32 68,375.90
188796	1/2/2024	009373 INTERNATIONAL, THE COUNSELING TEAI	89305	05464	PD PSYCHOLOGICAL CONTRACT S Total :	1,000.00 1,000.00
188797	1/2/2024	009579 J THAYER COMPANY LLC	16642630 16720280		PW OFFICE SUPPLIES PW OFFICE SUPPLIES Total :	848.00 276.10 1,124.10
188798	1/2/2024	008730 JHM SUPPLY	922343 92481/3 92492/3		PW IRRIG SUPPLIES FORD PK PW IRRIG SUPPLIES CH PW IRRIG SUPPLIES BGVP Total :	115.80 560.50 392.29 1,068.59
188799	1/2/2024	006145 LAN WAN ENTERPRISE, INC.	74585 74745	05462	PD LENSLOCK/SPILLMAN ADDT LIC PD MAINT 12/11-14TH Total :	2,140.14 4,800.00 6,940.14
188800	1/2/2024	007252 LEAF	15787231		COPIER LEASE ALL DEPTS 1/2024 Total :	1,169.94 1,169.94
188801	1/2/2024	007252 LEAF	15787230		RCS COPIER LEASE 1/2024 Total :	285.08 285.08
188802	1/2/2024	008684 LGP EQUIPMENT RENTALS INC	129122 129282		PW SKIP LOADER RENTAL PW CONCRETE AT 7540 EASTERN Total :	747.96 655.87 1,403.83
188803	1/2/2024	010855 MARTIN MARIETTA MATERIALS, INC	41161740		PW CONCRETE/ASPHALT DUMP FF Total :	285.00 285.00
188804	1/2/2024	010554 MEDICO HEALTHCARE LINEN SRVCS.	20933687		PD JAIL UNIFORMS & LINEN CLEAN Total :	56.64 56.64
188805	1/2/2024	003123 MENDOZAS LAWNMOWER'S, ROSALINDA	4784		PW SRVC BLOWER Total :	102.54 102.54

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Bank code : common							
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
188805	1/2/2024	003123 MENDOZAS LAWNMOWER:(Continued)				102.54	
188806	1/2/2024	010248 MICHAEL BAKER INTERNATIONAL	1198650	05341	CD CDBG ADMIN AND LABOR COM	2,210.00	
					Total :	2,210.00	
188807	1/2/2024	001576 NATIONWIDE ENVIRONMENTAL SRVCS	33686	05474	PW STREET SWEEPING NOV 2023	1,515.25	
					Total :	1,515.25	
188808	1/2/2024	007608 OREILLY AUTO PARTS	3849316728		PW SM TOOLS PKS CREW	61.71	
					Total :	61.71	
188809	1/2/2024	008044 PAL PROGRAM	Ben596911		PAL PROGRAM: PAYMENT	225.00	
					Total :	225.00	
188810	1/2/2024	008666 PARS	54511		PARS TRUST ADMIN SRVCS OCT20	928.46	
					Total :	928.46	
188811	1/2/2024	010928 PI VARIABLES, INC.	8595		PD FLARES DUI CKPOINT SUPPLIE	793.88	
					Total :	793.88	
188812	1/2/2024	007836 PITNEY BOWES INC	1024376917-120523		FA OFFICE SUPPLIES	667.96	
					Total :	667.96	
188813	1/2/2024	010812 PLUMBING HEATING & A/C, NORWALK LA 330702JOSE			PW FDPK RESTROOMS CLOGGED	546.23	
					Total :	546.23	
188814	1/2/2024	009834 PRINT AGENT	4177 reissue		RCS CFSC PROMOTIONAL FLYERS	793.80	
					Total :	793.80	
188815	1/2/2024	001791 QUICK CRETE PRODUCTS CORP	128658	05565	PW CONCRETE CALIFORNIA SERIE	4,277.16	
					Total :	4,277.16	
188816	1/2/2024	010920 RECRUITMILITARY	235588		PD CAREER FAIR FEE	960.00	
					Total :	960.00	
188817	1/2/2024	002884 RESERVE ACCOUNT	10889251-122023		POSTAGE ALL DEPTS DEC2023	805.07	
					Total :	805.07	
188818	1/2/2024	010614 RESTAURANT, THE ORIGINAL ROSEWOC 15			RCS SR CTR BREAKFAST WITH SA	600.00	

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188818	1/2/2024	010614 RESTAURANT, THE ORIGIN/ (Continued)			Total :	600.00
188819	1/2/2024	010817 REVENUE & COST SPECIALIST, LLC	9174	05518	CD CONSULTANT SERVICES: RENT	3,860.00
					Total :	3,860.00
188820	1/2/2024	009621 REYES, RICARDO	3112123		RCS SR CTR NEW YEAR PARTY DJ	300.00
					Total :	300.00
188821	1/2/2024	008637 ROBERTSON'S READY MIX LTD	373855	05617	PW PSI READY MIX CONCRETE	1,368.35
					Total :	1,368.35
188822	1/2/2024	001935 S&S WORLDWIDE	IN101309729		RCS FP ASP SUPPLIES	294.50
					Total :	294.50
188823	1/2/2024	002198 SEGERSTROM FOR THE ARTS	11729625		RCS SR CTR EXCURSION TICKETS	961.00
					Total :	961.00
188824	1/2/2024	008861 SHARE CORPORATION	252802		PW JANITORIAL SUPPLIE S	419.08
					Total :	419.08
188825	1/2/2024	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC 7901			PW SP SUPPLIES ST CREW	354.32
					Total :	354.32
188826	1/2/2024	002063 SMART & FINAL	039722		RCS STAR CHRISTMAS EVENT 12/2	63.91
			141711		RCS WINTER WONDERLAND SUPP	136.25
			241488		RCS BGVP JINGLE BELL ROCK	163.27
			475533		RCS STAR PAJAMA DAY EVENT 12/	86.13
			487955		RCS WINTER CAMP SUPPLIES	404.84
			667755		RCS STAR COOKIE DECORATIONS	28.96
					Total :	883.36
188827	1/2/2024	002105 SPARKLETTES	21430322122323		FA WATER SRVC 11/9 & 16TH	69.92
					Total :	69.92
188828	1/2/2024	002854 STAPLES ADVANTAGE	3553177454		CM OFFICE SUPPLIES	20.59
			3553177458		RCS OFFICE SUPPLIES	416.25
			3553177459		RCS OFFICE SUPPLIES	70.76
			3553177460		RCS OFFICE SUPPLIES	324.72
			3553177461		RCS EFS PRGMS EXPENSES	131.74

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188828	1/2/2024	002854 STAPLES ADVANTAGE	(Continued) 3553177463 3553177466 3553177467 3553177469 3553177470		RCS EFS PRGMS EXPENSES RCS OFFICE SUPPLIES RCS OFFICE SUPPLIES RCS OFFICE SUPPLIES RCS OFFICE SUPPLIES	308.59 144.97 755.33 138.19 130.02 2,441.16
188829	1/2/2024	000594 STATE DISBURSEMENT UNIT	Ben596915		GARNISHMENT: PAYMENT	1,005.22 1,005.22
188830	1/2/2024	002169 SUPERA FOODS	4684 4685 4724 5853 8364-121423		RCS NYC JINGLE BELL ROCK ESSI RCS NYC JINGLE BELL ROCK DRIN RCS NYC KIDS COOKING CLASS RCS WINTER WONDERLAND SUPP RCS ASP SNACKS	188.26 88.25 61.26 32.96 49.25 419.98
188831	1/2/2024	009578 TIREHUB LLC	39042066	05602	PD BULK PURCHASE OF TIRES FO	4,214.13 4,214.13
188832	1/2/2024	006130 VERIZON WIRELESS	9950877951		PD WIRELESS PH SRVCS 11/4-12/3	2,282.94 2,282.94
188833	1/2/2024	010932 VILLANUEVA, LILLIANNE	154011		RCS SR CTR NEW YEARS PARTY	200.00 200.00
188834	1/2/2024	002383 VORTEX INDUSTRIES INC.	031721788		PW REPAIRS VERICAL DR BGVF	867.02 867.02
188835	1/2/2024	010254 WEI,ALBERT, WEI, FUE & HA HYNH &	3258032022		PW 6459 FLORENCE AVE 22-23	1,772.96 1,772.96
188836	1/2/2024	005583 WEST COAST ARBORISTS INC.	208243	05512	PW TREE PRUNNING SOUTH SIDE	1,648.00 1,648.00
188837	1/2/2024	009492 XPRESS WASH INC	17788	05467	PD CAR WASH SRVC NOV FY23-24	3,751.00 3,751.00

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:08:06PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
81 Vouchers for bank code : common						
TRANSFER	12/28/2023	BANK OF THE WEST	P/R		NET PAYROLL	599,727.15
81 Vouchers in this report						Bank total : 547,111.22
						Total vouchers : 1,146,838.37

Voucher List
CITY OF BELL GARDENS

01/03/2024 2:31:04PM

Page: 1

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188838	1/2/2024	009373 INTERNATIONAL, THE COUNSELING TEAI	85734		PD PSYCHOLOGICAL ASSESSMNT	150.00
					Total :	150.00
188839	1/2/2024	006954 SCS CARPET ONE	14394A		PW INSTALL OF FLOORING PWS Y,	989.97
					Total :	989.97
2 Vouchers for bank code : common						Bank total : 1,139.97
2 Vouchers in this report						Total vouchers : 1,139.97

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188840	1/9/2024	007322 1ST JON INC	113657		RCS HOLIDAY PARADE	615.38
					Total :	615.38
188841	1/9/2024	000026 AAA BURGLAR ALARM	0001177		PW SRVC/REPAIR ALARM NYC	155.00
			0001203		PW SRVC/REPAIR ALARM MARLOV	125.00
			0001210		PW SRVC/REPAIR ALARM AT NYC	155.00
					Total :	435.00
188842	1/9/2024	000098 ALIN PARTY SUPPLY	563436		RCS BGVP JINGLE BELL ROCK DEI	300.03
					Total :	300.03
188843	1/9/2024	000106 ALL CITY MANAGEMENT SERVICES	89138	05473	PW CROSSING GUARD SERVICES	14,867.33
			89475	05473	PW CROSSING GUARD SERVICES	8,576.42
					Total :	23,443.75
188844	1/9/2024	010833 AMAZON CAPITAL SERVICES, INC.	1C1T6V6H97JQ		RCS SPORTS OFC SUPPLIES	142.43
			1LG1MKYJCVHH		RCS CFSC FIRST AID KIT SUPPLIE:	74.54
			1PFWC7CPT9CN		RCS SC ZIP TIES	110.22
			1PY93QK1LHKR		RCS CFSC FIRST AID KIT SUPPLIE:	76.93
			1QPW46GFFPRAG		RCS REPLACEMNT BATTERY POLA	74.60
			1R6MMWRHLND3		RCS SC GLUE FOR SYNTHETIC TU	106.65
			1VFMCMT467PF		RCS CFSC STORAGE SUPPLIES	107.99
			1XKNXRXM34VJ		RCS CITY HOLIDAY TREE SUPPLIE	155.38
					Total :	848.74
188845	1/9/2024	004556 AMERICAN WELDING, RAMIRO PACHECC	15581		PW REPAIR FENCE ASMUSS PK	985.00
			15584		PW REPAIR BACKFLOW CAGE HAI	680.00
					Total :	1,665.00
188846	1/9/2024	010522 AMOBIUS GROUP, INC.	3632		CCL VERIBOOK SCHEDULING SRV	600.00
					Total :	600.00
188847	1/9/2024	000150 ANAYA'S SERVICE CENTER	39229		PW SRVC/REPAIR VEH T172	314.48
					Total :	314.48
188848	1/9/2024	000301 ANTHEM BLUE CROSS	001580973G		FA HEALTH INS DEC 23	210,394.29
					Total :	210,394.29

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Bank code : common						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188849	1/9/2024	010641 ARAMARK	25702226046		RCS AQUATICS SRVCS	90.62
			25702228036		RCS AQUATICS SERVICES	90.62
					Total :	181.24
188850	1/9/2024	010690 AV GRAPHICS	PS102346		CD BUS CARDS V. JARAMILLO	88.98
					Total :	88.98
188851	1/9/2024	010657 BACKFLOW SOLUTIONS	8665		PW ANNUAL FEE BACKFLOW DEVI	495.00
					Total :	495.00
188852	1/9/2024	010874 BAJA PACIFIC	42427	05573	PW VARIOUS ALLEY IMPROVEMEN	631,724.53
					Total :	631,724.53
188853	1/9/2024	006666 BEITH, TORBEN	20240103	05460	PD ADMIN SUPP SRVCS 12/7,1/2/24	2,145.00
					Total :	2,145.00
188854	1/9/2024	000299 BLAUVELT SIGNS, LARRY BLAUVELT	7021		PW NAME PLATES CH BELTRAN	55.00
					Total :	55.00
188855	1/9/2024	000313 BRITE WHITE, ELISEO RODRIGUEZ	25708		PW TIRE REPAIR UNIT T172	45.00
					Total :	45.00
188856	1/9/2024	010881 CABRERA, KATELYNN	2023.12.14		RCS COMMISSION DECEMBER	100.00
					Total :	100.00
188857	1/9/2024	001447 CHARTER COMMUNICATIONS	3506121623		CABLE SRVCS CH DEC 2023	121.03
					Total :	121.03
188858	1/9/2024	005242 CODE PUBLISHING INC.	GC10012674		1 MUNICIPAL CODE WEB UPDATE	563.50
					Total :	563.50
188859	1/9/2024	008668 DIAMOND CLEANING SERVICES, DORA G	BG2346		PD OFC DETAIL CLEANING	200.00
			BG2347		PD OFC DETAIL CLEANING	200.00
			BG2348		PD OFC DETAIL CLEANING	200.00
			BG2349		PD OFC DETAIL CLEANING	450.00
			CHBG1223		FA CLEANING SRVC DEC 2023	50.00
					Total :	1,100.00

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188860	1/9/2024	010331 DIMEX PROFESSIONAL, ISRAEL HERNAN	1264		PW CARPET CLEANING AT PD OFC	200.00
			1265		PW CARPET CLEANING CMS	800.00
			1266		PW CARPET CLEANING AT CD OFF	550.00
			1267		PW CARPET CLEANING AT FA DEP	950.00
			1268		PW CARPET CLEANING CH LOBBY	950.00
			1269		PW CARPET CLEANING AT CD DEF	950.00
					Total :	4,400.00
188861	1/9/2024	010613 DURON, ISABEL C.	2023.12.14		RCS COMMISSION DECEMBER	100.00
					Total :	100.00
188862	1/9/2024	000746 ELIAZER ORTIZ, EL PESCADOR RESTAUF	121123 REORG		CATERING SRVC CC REORG/SWE/	1,293.75
					Total :	1,293.75
188863	1/9/2024	008881 EVENAS DESIGN	4992		CD BUS CARDS V. JARAMILLO	85.00
					Total :	85.00
188864	1/9/2024	000815 FEDEX	835626395		FA DELIVERY EXPENSES	40.82
					Total :	40.82
188865	1/9/2024	006424 FERNANDO'S HARDWARE & LUMBER	543		PW HARDWARE TO FIX BROKEN P	51.77
			91552		PW HAND TOOLS FACILITIES CREI	27.55
					Total :	79.32
188866	1/9/2024	010496 FLORES, ADRIAN	AFFY23241		TUITION REIM FY 23-24	2,000.00
					Total :	2,000.00
188867	1/9/2024	004594 FUN EXPRESS	72862675001		RCS WINTER WONDERLAND SUPP	724.20
			72874654901		RCS DAY CAMP SUPPLIES	174.34
			72877389102		RCS WINTER CAMP	19.30
			72881392801		RCS ASP SUPPLIES	166.63
					Total :	1,084.47
188868	1/9/2024	002092 GOLDEN STATE WATER COMPANY	4771020008		PW 6546 EASTERN AVE	93.42
			50552100005-12152:		PW 5978 GALLANT	230.45
			57710200007-12132:		PW 6547 EASTERN AVE.	80.38
			58731400006-12142:		PW 7901 EASTERN MEDIAN IRRIG	171.80
			84655100000-12142:		PW 5619 CLARA ST IRRIG	231.98

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188868	1/9/2024	002092 GOLDEN STATE WATER COI (Continued)			Total :	808.03
188869	1/9/2024	008072 HF & H CONSULTANTS, LLC	9720770	05535	PW RESIDENTIAL WASTE CONSUL	8,660.00
					Total :	8,660.00
188870	1/9/2024	002701 HINDERLITER DE LLAMAS & ASSOC.	SIN034189	05496	FA AUDIT SERVICES OCT-DEC 202:	1,149.16
					Total :	1,149.16
188871	1/9/2024	001025 HOME DEPOT	0083261		RCS VP SR CTR GEN SUPPLIES	447.18
			013076/5010642		PW FACILITIES SUPPLIE S	164.67
			014746/4100790		PW FAICILITIES SUPPLIES	279.73
			8540966		RCS CAMERA BATTERIES	62.12
			900048		RCS UTILITY CART FOR ALL EVEN	-196.91
			9011065		RCS CFSC STORAGE SUPPLIES	76.54
					Total :	833.33
188872	1/9/2024	005169 HOUSE OF WINNERS,INC.	1221231		PW NAME PLATES CC CITYWIDE	369.34
					Total :	369.34
188873	1/9/2024	007153 J & D FLEET SERVICES, INC	1038		PW OPACITY SMOKE TEST UNIT SI	85.00
			1039		PW OPACITY SMOKE TEST UNIT AI	85.00
			1040		PW OPACITY SMOKE TEST UNIT BI	85.00
			1041		PW OPACITY SMOKE TEST UNIT JC	85.00
					Total :	340.00
188874	1/9/2024	010538 J. GALT, INC.	1224		PW 25LB POND CLEAR FDPK PONI	573.74
					Total :	573.74
188875	1/9/2024	010751 JIMENEZ, CECILIA D.	20231214		RCS COMMISSION DECEMBER	100.00
					Total :	100.00
188876	1/9/2024	004019 KAISER FOUNDATION HEALTH PLAN	DEC2023		FA HELATH INS 2264860000	130,040.87
					Total :	130,040.87
188877	1/9/2024	007252 LEAF	15679004		RCS HP L365 COPIER SYSTEM	388.97
					Total :	388.97
188878	1/9/2024	001695 LIBERTY UTILITIES CORP	200006892000-1215;		PW 6218 EASTERN AVE	444.43
			200006892018-1215;		PW IRRIG EASTERN WATCHER AVI	681.72

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188878	1/9/2024	001695 LIBERTY UTILITIES CORP	(Continued) 200006892026-1215; 200006892034-1215; 200006892083 200006892109 200006892117-1215; 200006892133-1215;		PW 6423 FLORENCE PL PW 6820 FOSTER BRIDGE BLVD PW 7100 GARFIELD AVE. PW 6902 HANNON ST PW 6662 LOVELAND ST PW 6662 LOVELAND ST Total :	364.19 329.18 483.33 651.46 3,679.27 1,076.86 7,710.44
188879	1/9/2024	001293 LIEBERT CASSIDY WHITMORE	256243 256260 256958		PROF SRVCS THROUGH 11/30 PROF SRVCS THROUGH 11/30/23 PROF SRVCS THROUGH 11/30/23 Total :	1,082.00 2,272.50 2,349.50 5,704.00
188880	1/9/2024	001318 LOOMIS	13381884		FA ARMORED SRVCS JAN 2023 Total :	281.45 281.45
188881	1/9/2024	003249 LUBRANI, SAMANTHA L.	CC23012		CCL CC MTG DEC 11,2023 Total :	550.00 550.00
188882	1/9/2024	003123 MENDOZAS LAWNMOWER'S, ROSALINDA	4785		PW PARK SUPPLIES Total :	114.66 114.66
188883	1/9/2024	007608 OREILLY AUTO PARTS	3849317714 3849319144		PW VEH OIL FORD PK PW FORD PK SUPPLIES Total :	33.02 15.42 48.44
188884	1/9/2024	000453 PARK WATER, LIBERTY PARK UTILITIES	180000014	05475	PW OPERATION & MAINTENANCE I Total :	21,759.85 21,759.85
188885	1/9/2024	007292 PARKING CO. OF AMERICA, PCAM,LLC	INVM0018227 INVM0018228 INVM0018229	05476 05476 05476	PW DIAL A RIDE NOV PW SENIOR BUS NOV PW TROLLEY Total :	19,777.73 2,988.31 44,035.65 66,801.69
188886	1/9/2024	010935 PATEL, ASHISH	1013070002		RCS JOHN ANSON FDPK GYM REN Total :	200.00 200.00
188887	1/9/2024	000186 READYREFRESH BY NESTLE	13L00323331100		PW WATER FILTERING SRVC PW Total :	117.79 117.79

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
188887	1/9/2024	000186	000186 READYREFRESH BY NESTL (Continued)			117.79
188888	1/9/2024	010288	RJM DESIGN GROUP, INC. 36108	05499	RCS FORD PARK AQUATIC CENTEF	2,379.65
					Total :	2,379.65
188889	1/9/2024	001885	ROADLINE PRODUCTS,INC 19379		PW TEMPORARY NO PARKING SIG	962.13
					Total :	962.13
188890	1/9/2024	008637	ROBERTSON'S READY MIX LTD 382902		PW CONCRETE AT 6136 GALLANT	1,047.86
					Total :	1,047.86
188891	1/9/2024	002063	SMART & FINAL 085444		RCS SR CTR BREAKFAST W/ SANT	176.45
			164211		RCS SR CTR LUNCH 12/26	135.59
			978222		RCS VP SR CTR GRINCHMAS 12/26	166.87
					Total :	478.91
188892	1/9/2024	000913	SMITH PAINT 91421		PW PAINT SUPPLIES SENIOR CTR	103.32
			914326	05500	PW GRAFFITI PAINT AND SUPPLIE	1,105.70
			915194		PW PAINT SUPPLIES FACILITIES	170.71
					Total :	1,379.73
188893	1/9/2024	009465	SONSRAY MACHINERY SW0043248		PW TORO TRACTOR INSP FDPK	599.40
			SW0043261		PW TORO TRACTOR INSP BGVP	615.02
					Total :	1,214.42
188894	1/9/2024	002169	SUPER A FOODS 0256	05586	RCS EFSP GRANT EXPENDITURES	848.90
			4637-121223		RCS STAR COOKIE DAY SUPPLIES	15.58
			4908		RCS SR CTR LUNCH 12/14	76.33
			6825		RCS CK PARTY SUPPLIES	114.64
			8365-121423		RCS SUPPLIES WINTER CAMP 3	55.63
					Total :	1,111.08
188895	1/9/2024	002262	TRIANGLE SPORTS, INC 42070	05619	RCS YOUTH BASEBALL UNIFORMS	2,363.01
					Total :	2,363.01
188896	1/9/2024	005879	UNITED SITE SERVICES INV4061898		RCS PORTABLE RESTROOMS 12/2	159.10
					Total :	159.10
188897	1/9/2024	002624	US BANK 7170060		FA WATER BONDS 04 ADMIN FEE	3,925.00

Voucher List
CITY OF BELL GARDENS

01/10/2024 11:57:51AM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
Bank code : common						
188897	1/9/2024	002624	002624 US BANK (Continued)			3,925.00
188898	1/9/2024	006130	VERIZON WIRELESS 99552128508		CM DATA COMM 11/20-12/19	411.34
188899	1/9/2024	006130	VERIZON WIRELESS 9952128510		RCS CELL SRVCS 11/20-12/19	207.82
188900	1/9/2024	010481	VICENCIO, EDGAR 0048		RCS HIP HOP INSTRUCT DEC 2023	600.00
61 Vouchers for bank code : common						600.00
61 Vouchers in this report						1,147,111.12
Bank total :						1,147,111.12
Total vouchers :						1,147,111.12



**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: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 01/02/24.

BACKGROUND/DISCUSSION:

The attached warrant register is for 01/02/24. 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 01/02/24 will be received and filed.

FISCAL IMPACT:

Warrant register	01/02/24	12940	\$247,732.11
		Total Voucher	\$247,732.11
		Grand Total Voucher	\$247,732.11

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

01/03/2024 2:49:38PM

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12940	1/2/2024	005981 US BANK	2470426		BGCCDC TAB 2014 C INT EXP	178,388.97
			2470427		BGCCDC TAB 2014 B INT EXP	69,343.14
Total :						247,732.11
1 Vouchers for bank code : cdcckg						Bank total : 247,732.11
1 Vouchers in this report						Total vouchers : 247,732.11



**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: **NOVEMBER 2023 TREASURER'S REPORT**
DATE: January 22, 2024

RECOMMENDATION:

It is recommended that the City Council receive, approve, and file the November 2023 Treasurer's Report.

BACKGROUND/DISCUSSION:

The Treasurer's Report is a list of cash and investments held by the City as of November 30, 2023. Monthly reporting includes cash balances by fund and reconciled bank balances provided by Finance and Administrative Services.

CONCLUSION:

The November 30, 2023, 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 November 2023

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
NOVEMBER 30, 2023**

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
MARKET - 4823	BMO	\$ 14,261,131.85	1.00%
COMMON CHK - 9658	BMO	374,117.47	1.00%
PAYROLL - 4162	BMO	0.00	1.00%
LA CLEAR - 6488	BMO	269,852.69	1.00%
	TOTAL	\$ 14,905,102.01	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>MAT. DATE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS	\$ 20,091,088.57	\$ 20,091,088.57	\$ 20,091,088.57	100.00%	N/A	1.772%
TOTAL	\$ 20,091,088.57	\$ 20,091,088.57	\$ 20,091,088.57	100.00%		

CITY TOTAL CASH AND INVESTMENT \$ 34,996,190.58

5

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

<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
WATER REF.REV. BONDS SERIES 2004 Res	398,435.02	398,435.02	398,435.02	0.000%
WATER REF. REV. BONDS SERIES 2004 Rev	1.60	1.60	1.60	0.000%
WATER REF.REV. BONDS SERIES 2004 INT	9.88	9.88	9.88	0.000%
LEASE REV REF BONDS SERIES 2005 Res	437,820.15	437,820.15	437,820.15	0.000%
LEASE REV REF BONDS SERIES 2015A	103,906.28	103,906.28	103,906.28	0.000%
TOTAL	\$ 940,172.93	\$ 940,172.93	\$ 940,172.93	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
NOVEMBER 30, 2023**

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BALANCE	RATE
MARKET - 6703	BOW - BMO(Eff 9/5/23)	\$ 107,527.33	1.00%
COMMON CHK - 2703	BOW - BMO(Eff 9/5/23)	2.36	1.00%
TOTAL		\$ 107,529.69	

SUCCESSOR to CDC INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 654,064.56	\$ 654,064.56	\$ 654,064.56	100.00%	N/A	1.772%
TOTAL	\$ 654,064.56	\$ 654,064.56	\$ 654,064.56	100.00%		

TOTAL CASH AND INVESTMENT **\$ 761,594.25**

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	\$ 0.71	\$ 0.71	\$ 0.71	0.00%
CDC TARR BOND CC RED AR RES A/C 2014 B	615,002.61	615,002.61	615,002.61	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B	31.86	31.86	31.86	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C	1,110,048.54	1,110,048.54	1,110,048.54	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C	56.73	56.73	56.73	0.00%
TOTAL	\$ 1,725,140.45	\$ 1,725,140.45	\$ 1,725,140.45	

ACCOUNT NAME	BOOK VALUE	FACE VALUE	MARKET VALUE	RATE
FIN. AUTH. TRB REV A/C 2005 SERIES(A)	\$ 6.49	\$ 6.49	\$ 6.49	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) PR 1	193,950.82	193,950.82	193,950.82	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) CC	421,150.22	421,150.22	421,150.22	0.00%
TOTAL	\$ 615,107.53	\$ 615,107.53	\$ 615,107.53	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
NOVEMBER 30, 2023**

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BEGINNING BALANCE</u>	<u>+ DEPOSITS</u>	<u>(-) WITHDRAWALS</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
MARKET - 4823	BOW - BMO(Eff 9/5/23)	\$ 11,531,378.83	\$ 7,562,511.90	\$ (4,832,758.88)	\$ 14,261,131.85	1.00%
COMMON CHK - 9658	BOW - BMO(Eff 9/5/23)	142,840.94	3,194,654.59	(2,963,378.06)	374,117.47	1.00%
PAYROLL - 4162	BOW - BMO(Eff 9/5/23)	0.00	1,591,120.48	(1,591,120.48)	0.00	1.00%
LA CLEAR - 6488	BOW - BMO(Eff 9/5/23)	269,848.25	4.44	0.00	269,852.69	
	TOTAL	\$ 11,944,068.02	\$ 12,348,291.41	\$ (9,387,257.42)	\$ 14,905,102.01	

CITY INVESTMENT

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

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

<u>ACCOUNT NAME</u>	<u>BEGINNING BALANCE</u>	<u>+ INTEREST/ DEPOSITS/ PURCHASES</u>	<u>(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES</u>	<u>ENDING BALANCE</u>	<u>RATE</u>
WATER REF. REV. BONDS SERIES 2004-Rev	398,433.33	1.69	0.00	398,435.02	0.000%
WATER REF. REV. BONDS SERIES 2005	1.55	0.05	0.00	1.60	0.000%
WATER REF. REV. BONDS SERIES 2004 INT	9.88	0.00	0.00	9.88	
LEASE REV REF BONDS SERIES 2005 Res	437,818.29	1.86	0.00	437,820.15	0.000%
LEASE REV REF BONDS SERIES 2015A	8,737.74	95,168.54	0.00	103,906.28	
	\$ 845,000.79	\$ 95,172.14	\$ 0.00	\$ 940,172.93	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
NOVEMBER 30, 2023**

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 6703	BOW - BMO(Eff 9/5/23)	\$ 117,628.68	\$ 4,518.85	\$ (14,620.20)	\$ 107,527.33	1.00%
COMMON CHK - 2703	BOW - BMO(Eff 9/5/23)	2.33	14,620.23	(14,620.20)	2.36	1.00%
		<u>\$ 117,631.01</u>	<u>\$ 19,139.08</u>	<u>\$ (29,240.40)</u>	<u>\$ 107,529.69</u>	

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 654,064.56	\$ 0.00	\$ 0.00	\$ 654,064.56	1.772%
TOTAL	<u>\$ 654,064.56</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 654,064.56</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	\$ 0.71	\$ 0.00	\$ 0.00	\$ 0.71	0.00%
CDC TARR BOND CC RED AR RES A/C 2014 B	615,000.00	2.61	0.00	615,002.61	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B	31.86	0.00	0.00	31.86	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C	1,110,043.83	4.71		1,110,048.54	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C	56.73	0.00	0.00	56.73	0.00%
TOTAL	<u>\$ 1,725,133.13</u>	<u>\$ 7.32</u>	<u>\$ 0.00</u>	<u>\$ 1,725,140.45</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	\$ 6.49	\$ 0.00	\$	\$ 6.49	0.00%
FIN. AUTH. TRB INT A/C 2005 SERIES A PR 1	193,950.00	0.82		193,950.82	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES A CC	421,148.43	1.79	0.00	421,150.22	0.00%
TOTAL	<u>\$ 615,104.92</u>	<u>\$ 2.61</u>	<u>\$ 0.00</u>	<u>\$ 615,107.53</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:


1/9/24



**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: Manuel Carrillo, Director of Finance and Administrative Services
Jules Tak, Accounting Manager
SUBJECT: DECEMBER 2023 TREASURER'S REPORT
DATE: January 22, 2024

RECOMMENDATION:

It is recommended that the City Council receive, approve, and file the December 2023 Treasurer's Report.

BACKGROUND/DISCUSSION:

The Treasurer's Report is a list of cash and investments held by the City as of December 31, 2023. Monthly reporting includes cash balances by fund and reconciled bank balances provided by Finance and Administrative Services.

CONCLUSION:

The December 31, 2023, 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 December 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
DECEMBER 31, 2023**

CITY CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
MARKET - 4823	BMO	\$ 17,470,958.07	1.00%
COMMON CHK - 9658	BMO	76,347.89	1.00%
PAYROLL - 4162	BMO	0.00	1.00%
LA CLEAR - 6488	BMO	387,540.78	1.00%
	TOTAL	\$ 17,934,846.74	

CITY INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>MAT. DATE</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS - 065	\$ 20,091,088.57	\$ 20,091,088.57	\$ 20,091,088.57	100.00%	N/A	1.772%
TOTAL	\$ 20,091,088.57	\$ 20,091,088.57	\$ 20,091,088.57	100.00%		

CITY TOTAL CASH AND INVESTMENT

\$ 38,025,935.31

5

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

<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
WATER REF.REV. BONDS SERIES 2004 Res - 4003	398,436.66	398,436.66	398,436.66	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	437,821.95	437,821.95	437,821.95	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	0.39	0.39	0.39	0.000%
TOTAL	\$ 836,270.48	\$ 836,270.48	\$ 836,270.48	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
DECEMBER 31, 2023**

SUCCESSOR to CDC CASH

<u>ACCOUNT</u>	<u>INSTITUTION</u>	<u>BALANCE</u>	<u>RATE</u>
MARKET - 6703	BMO	\$ 75,048.68	1.00%
COMMON CHK - 2703	BMO	37,000.01	1.00%
	TOTAL	\$ 112,048.69	

SUCCESSOR to CDC INVESTMENT

<u>ISSUER</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>PERCENT OF PORTFOLIO</u>	<u>DAYS TO MAT.</u>	<u>STATED RATE</u>
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 654,064.56	\$ 654,064.56	\$ 654,064.56	100.00%	N/A	1.772%
	TOTAL	\$ 654,064.56	\$ 654,064.56	100.00%		
TOTAL CASH AND INVESTMENT		\$ 766,113.25				

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

<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
CDC TARR BOND P1 RED AR RES A/C 2014 A - 3003	\$ 0.71	\$ 0.71	\$ 0.71	0.00%
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,005.14	615,005.14	615,005.14	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	31.86	31.86	31.86	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,053.10	1,110,053.10	1,110,053.10	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	56.73	56.73	56.73	0.00%
	TOTAL	\$ 1,725,147.54	\$ 1,725,147.54	

<u>ACCOUNT NAME</u>	<u>BOOK VALUE</u>	<u>FACE VALUE</u>	<u>MARKET VALUE</u>	<u>RATE</u>
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	193,951.62	193,951.62	193,951.62	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES(A) CC - 7003	421,151.95	421,151.95	421,151.95	0.00%
	TOTAL	\$ 615,110.06	\$ 615,110.06	

**CITY OF BELL GARDENS
TREASURER'S REPORT FOR
CASH, INVESTMENT PORTFOLIO,
AND RESTRICTED BOND CASH
DECEMBER 31, 2023**

ACCOUNT ACTIVITY - BY TYPE

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 4823	BOW - BMO(Eff 9/5/23)	\$ 14,261,131.85	\$ 6,723,955.17	\$ (3,514,128.95)	\$ 17,470,958.07	1.00%
COMMON CHK - 9658	BOW - BMO(Eff 9/5/23)	374,117.47	1,839,122.54	(2,136,892.12)	76,347.89	1.00%
PAYROLL - 4162	BOW - BMO(Eff 9/5/23)	0.00	1,398,604.73	(1,398,604.73)	0.00	1.00%
LA CLEAR - 6488	BOW - BMO(Eff 9/5/23)	269,852.69	117,688.09	0.00	387,540.78	
	TOTAL	\$ 14,905,102.01	\$ 10,079,370.53	\$ (7,049,625.80)	\$ 17,934,846.74	

CITY INVESTMENT

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

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

ACCOUNT NAME	BEGINNING BALANCE	+ INTEREST/ DEPOSITS/ PURCHASES	(-) ADM.FEES/ WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	RATE
WATER REF. REV. BONDS SERIES 2004-Rev - 4003	398,435.02	1.64	0.00	398,436.66	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	437,820.15	1.80	0.00	437,821.95	0.000%
LEASE REV REF BONDS SERIES 2015A - 7000	103,906.28	0.36	(103,906.25)	0.39	
	\$ 940,172.93	\$ 3.80	\$ (103,906.25)	\$ 836,270.48	

CITY OF BELL GARDENS
 TREASURER'S REPORT FOR
 CASH, INVESTMENT PORTFOLIO,
 AND RESTRICTED BOND CASH
 DECEMBER 31, 2023

ACCOUNT ACTIVITY - BY TYPE

SUCCESSOR to CDC CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
MARKET - 6703	BMO	\$ 107,527.33	\$ 4,518.85	\$ (36,997.50)	\$ 75,048.68	1.00%
COMMON CHK - 2703	BMO	2.36	36,997.65		37,000.01	1.00%
		<u>\$ 107,529.69</u>	<u>\$ 41,516.50</u>	<u>\$ (36,997.50)</u>	<u>\$ 112,048.69</u>	

ISSUER	BEGINNING BALANCE	+ DEPOSITS PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS - 054	\$ 654,064.56	\$ 0.00	\$ 0.00	\$ 654,064.56	1.772%
TOTAL	<u>\$ 654,064.56</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 654,064.56</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	\$ 0.00	\$ 0.71	0.00%
CDC TARR BOND CC RED AR RES A/C 2014 B - 6003	615,002.61	2.53	0.00	615,005.14	0.00%
CDC TARR BOND CC RED AR REV A/C 2014 B - 6000	31.86	0.00	0.00	31.86	0.00%
CDC 2ND SUB TARR B CC RES A/C 2014 C - 7003	1,110,048.54	4.56	0.00	1,110,053.10	0.00%
CDC 2ND SUB TARR B CC REV A/C 2014 C - 7000	56.73	0.00	0.00	56.73	0.00%
TOTAL	<u>\$ 1,725,140.45</u>	<u>\$ 7.09</u>	<u>\$ 0.00</u>	<u>\$ 1,725,147.54</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	193,950.82	0.80	0.00	193,951.62	0.00%
FIN. AUTH. TRB RES A/C 2005 SERIES A CC - 7003	421,150.22	1.73	0.00	421,151.95	0.00%
TOTAL	<u>\$ 615,107.53</u>	<u>\$ 2.53</u>	<u>\$ 0.00</u>	<u>\$ 615,110.06</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: 1/19/24



**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: Gustavo Romo, Community Development Director
SUBJECT: **A RESOLUTION AUTHORIZING A COST RECOVERY PROGRAM AGREEMENT WITH THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES**
DATE: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council:

1. Adopt the attached Resolution authorizing a Cost Recovery Program Agreement with the California Water Quality Control Board, Los Angeles Region, for environmental investigation and cleanup oversight of the contaminated former Berk Oil and Pacific Metal Craft property located at 5600-5636 Shull Street, subject to City Attorney approval, as to form; and
2. Appropriate \$312,914.86 from the General Fund to be reimbursed by DTSC's Equitable Communities Revitalization Grant funding.

BACKGROUND/DISCUSSION:

On June 6, 2022, the Department of Toxic Substances Control (DTSC) Office of Brownfields used the Equitable Communities Revitalization Grant (ECRG) to award the City an amount of \$6,495,000.00 for the cleanup activities at the former Berk Oil and Pacific Metal Craft Subject Site (Site).

The California Water Quality Control Board, Los Angeles Region (Water Board), has been responsible for reviewing the work of the consultant and ensuring proposed mitigation will be in line with the protocols and provisions established by the State as they relate to water quality for the Site.

The Water Board's review and recommendation pertaining to the environmental investigation and cleanup has resulted in an actionable work plan to conduct field work at the Site performed by or under the direction of professionals. This will ensure the affordable housing development opportunity will come to fruition consistent with the disposition and development agreement that was approved in 2022.

On October 9, 2023, the City Council approved a Reimbursement Agreement for State required review and recommendations pertaining to the investigation and cleanup of Site. However, the Water Board advised that a specific reimbursement agreement is required.

The City is currently in receipt of pending invoices for fiscal year 2022-2023 in the amount of \$162,914.86. The City has also received an Estimation Letter for fiscal year 2023-2024 in the amount of \$150,000 for anticipated work and coordination needed to oversee the continued investigation and cleanup of unregulated discharges adversely affecting the State's water, authorized by the Porter-Cologne Water Quality Control Act (California Water Code, Division 7).

The Cost Recovery Program Agreement will allow the ECRG to reimburse the City for all invoices submitted by the Water Board to the City for review associated with the Site clean-up. The ECRG agreement provides that the City, as grantee, will carry out ECRG activities in accordance with all applicable state and local laws and that DTSC will disburse the approved amount to the City.

Organizational or administrative activities of governments that result in no direct or indirect physical changes in the environment are exempt from the California Environmental Quality Act (CEQA) pursuant to the definition of a project in CEQA Guidelines Section 15060(c)(3).

CONCLUSION:

The Water Board and partner agencies are charged with protecting California from the effects of chemical contamination. The Water Board investigates and/or remediates harm or threat to human health, safety, or the environment caused by existing or threatened surface or groundwater. The Porter-Cologne Water Quality Control Act (Section 13365) allows the Water Board to recover reasonable expenses from the responsible party for overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely affecting the State's waters. The estimate for work to be completed by June 30, 2024 is \$150,000. In addition to the invoices received in the amount of \$162,914.86 for work done during the previous fiscal year, the total not-to-exceed amount will be \$312,914.86. Authorization of the Cost Recovery Program Agreement with the Water Board will allow the ECRG to reimburse the City for all invoices submitted by the Water Board associated with the Site clean-up and budget appropriations to satisfy payment back to the City.

FISCAL IMPACT:

Invoices for the work done for the Site are anticipated to total up to \$312,914.86. Work has already begun for the current fiscal year. The authority to use grant funds and be reimbursed for expenditures is allowed until June 30, 2024. There are sufficient funds from the ECRG to authorize payment of SWRCB invoices from Berk Oil account, 115-4777-3927, and reimbursement from DTSC.

ATTACHMENTS:

- Exhibit 1 - Resolution No. 2024-03
- Exhibit 2- Los Angeles Regional Quality Control Board 2023-2024 Annual Estimation Letter
- Exhibit 3- Certificate Declaration Form SCP
- Exhibit 4- Acknowledgement Form SCP
- Exhibit 5- 2022-23 Invoices

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. 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, AUTHORIZING A COST RECOVERY PROGRAM AGREEMENT WITH THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, LOS ANGELES REGION FOR THE OVERSIGHT SERVICES OF THE REMEDIATION ACTIVITIES AT THE FORMER BERK OIL AND PACIFIC METAL CRAFT SITE LOCATED AT 5600-5636 SHULL STREET

WHEREAS, on June 6, 2022, the Department of Toxic Substances Control (DTSC) Office of Brownfields used the Equitable Communities Revitalization Grant (ECRG) to award the City an amount of \$6,495,000.00 for the cleanup activities at the former Berk Oil and Pacific Metal Craft Subject Site (Site); and

WHEREAS, the California Water Quality Control Board, Los Angeles Region (Water Board), has been responsible for reviewing the work of the consultant and ensuring proposed mitigation will be in line with the protocols and provisions established by the State as they relate to water quality for the Site; and

WHEREAS, on October 9, 2023, the City Council approved a Reimbursement Agreement for State required review and recommendations pertaining to the investigation and cleanup of Site; however, the Water Board advised that a specific reimbursement agreement is required; and

WHEREAS, the City is currently in receipt of pending invoices for fiscal year 2022-2023 in the amount of \$162,914.86. The City has also received an Estimation Letter for fiscal year 2023-2024 in the amount of \$150,000 for anticipated work and coordination needed to oversee the continued investigation and cleanup of unregulated discharges; and

WHEREAS, authorization of the Cost Recovery Program Agreement with the Water Board will allow the ECRG to reimburse the City for all invoices submitted by the Water Board associated with the Site clean-up and budget appropriations to satisfy payment back to the City.

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

SECTION 1. The City Council hereby finds and determines that the foregoing recitals are true and correct, constitute a material part of this Resolution, and therefore incorporate them herein in their entirety as part of the findings.

SECTION 2. Resolution No. 2023-81 is hereby rescinded, repealed, replaced and superseded in its entirety by this Resolution.

SECTION 3. Based upon the above recitals, the staff report accompanying this

Resolution, and such other oral and written evidence, the Bell Gardens City Council hereby approves a Cost Recovery Program Agreement by and between the City of Bell Gardens and the California Water Quality Control Board, Los Angeles Region.

SECTION 4. The City Council further authorizes and directs the City Manager to execute the Cost Recovery Program Agreement on the City's behalf along with any other ancillary documents relating thereto, including any other documents consistent with and necessary to the implementation of the intent of the City Council.

SECTION 5. The approval of the Cost Recovery Program Agreement is exempt from the California Environmental Quality Act (CEQA) under the following provisions of the CEQA Guidelines Section 15060(c)(3), because the activity is not a project.

SECTION 6. 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 22nd day of January, 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



Los Angeles Regional Water Quality Control Board

June 23, 2023

Mr. Gustavo Romo
City of Bell Gardens
7100 South Garfield Avenue
Bell Gardens, CA 90201

SUBJECT: 2023-2024 ANNUAL ESTIMATION LETTER FOR SITE CLEANUP COST RECOVERY PROGRAM

CASE/SITE: FORMER BERK OIL & PACIFIC METAL CRAFT AT 5614 SHULL STREET, BELL GARDENS, CALIFORNIA 90201 (FILE NO. 0313, SITE ID. 2040193)

Dear Mr. Romo,

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board) is the lead agency overseeing the environmental investigation and cleanup of the **Former Berk Oil & Pacific Metal Craft** site under the authority of the Porter-Cologne Water Quality Control Act (Cal. Water Code §§13000 et seq.) and other applicable laws and regulations. Section 13304 of the California Water Code authorizes the Regional Board to recover reasonable expenses from a responsible party for overseeing the investigation and cleanup of discharges of waste that have **affected or threaten to affect** the waters of the state or cause nuisance. It is the Regional Board's intent to continue to recover costs for regulatory oversight work conducted at the subject site(s). In compliance with section 13365 of the California Water Code, this annual estimation letter provides you the following information regarding costs for regulatory oversight work:

1. A detailed estimate of the work to be performed or services to be provided;
2. A statement of the expected outcome of that work;
3. The billing rates for all individuals and classes of employees expected to engage in the work; and
4. An estimate of all expected charges to be billed to you by this agency.

NORMA CAMACHO, CHAIR | SUSANA ARREDONDO, EXECUTIVE OFFICER

320 West 4th Street, Suite 200, Los Angeles, CA 90013 | www.waterboards.ca.gov/losangeles

I. Estimate of Work to be Performed

The Regional Board staff estimate that during the Regional Board's **2023/2024** fiscal year (July 1, 2023 to June 30, 2024) regulatory oversight work may include, but is not limited to, the following tasks to be performed with respect to your site(s):

1. Review technical reports and conceptual site models that are intended to identify the sources of waste, to investigate the waste pathways, and to fully delineate the vertical and lateral extent of waste in soil matrix, soil vapor and groundwater;
2. Request and review additional assessment work plans and reports, remedial action plans, progress and monitoring reports, and other technical reports as necessary;
3. Prepare comment letters on various reports and communicate findings to responsible parties;
4. Conduct site inspections, observe field activities, collect split samples, and meet with environmental consultants and responsible parties;
5. Conduct internal and external communication (i.e. meetings, memos) and respond to public inquiries about or related to the site investigation and remediation;
6. Provide environmental documentation to address the California Environmental Quality Act, where required, regarding the site cleanup; and
7. Implement public participation activities which may include producing baseline community assessments, factsheets and work notices, developing a circulation/ mailing list of interested, affected and potentially affected parties, creating a Public Participation Plan, conducting public meetings, and providing written responses to public comments.

II. Statement of Expected Outcome

The expected outcome of work that will be performed during fiscal year **2023/2024** includes:

- Prepare and issue directive orders regarding the site;
- Provide written comments on technical reports;
- Verify the adequacy of technical reports; and
- Prepare correspondence to public inquiries about the site investigations and cleanups as needed.

III. Billing Rates

Attached are the Site Cleanup Program, Monthly Salary Scales by Job Classification (Attachment 1) for employees expected to perform the work and the Reimbursement Process for Regulatory Oversight (Attachment 2). The names and classifications of employees that work on and charge time to this site will be listed on the invoices. The average billing rate is about **\$215.00** per hour.

If you have any questions regarding billing, please contact the Division of Financial Assistance (DFA) at the Site Cleanup Program (SCP) Message Line: (916) 341-5643 or via email: DFA-SCP@waterboards.ca.gov.

IV. Estimation of Expected Charges

- A. Regional Board staff expects to charge about **700** hours for work related to this site or these sites during fiscal year **2023/2024**. Based on the average billing rate of **\$215.00** per hour, the estimated billing charge by the Regional Board staff for this site or these sites during this fiscal year is about **\$150,500** which does not include possible contract charges stated in B (see below). **Please note that this is neither a commitment nor a contract for regulatory oversight. It is only an estimate of the work which may be performed.**
- B. To better evaluate the potential health risk, including soil vapor intrusion into indoor air, from the detected or residual waste posed to the current/future occupants of the site and the immediate site vicinity, the Regional Board has established a contract with the State Office of Environmental Health Hazard Assessment (OEHHA), to have their toxicologists review the submitted health risk assessment work plans and reports. OEHHA will review, evaluate if appropriate, and provide comments on risk assessment work plans and reports. When requested, OEHHA toxicologists will provide the Regional Board consultation services on issues concerning human health and/or environmental risks.

Under the Cost Recovery Program, the responsible party is required to reimburse the Regional Board for the costs incurred by OEHHA. Charges by OEHHA staff will be included in our invoices under the contract charges category. All quarterly invoices generated for this project will be sent to your billing contact by the Site Cleanup Program, State Water Resources Control Board.

V. Other Requirements

1. **Change of Ownership:** You must notify the Executive Officer in writing at least 30 days in advance of any proposed transfer of this cost reimbursement account's responsibility to a new owner, with a specific date for the transfer. In addition, you shall notify the succeeding owner of the existence of this cost reimbursement account by letter, a copy of which shall be forwarded to the Regional Board.
2. **Public Participation:** With increased public interest in our programs and the public knowledge of threat to human health and the environment, the Regional Board has increased efforts to get the public more involved in our decision-making process. The Regional Board provides information and opportunities for public participation consistent with State law (including California Health and Safety Code section 25356.1 and California Water Code sections 13307.5 and 13307.6). You may be required to prepare and implement public participation activities including,

but not limited to producing baseline community assessments, factsheets and work notices, developing a circulation/ mailing list of interested, affected and potentially affected parties, creating a Public Participation Plan, and facilitating public meetings. Regional Board staff will provide you with additional guidance as appropriate.

3. **Electronic Submittals:** In September 2004, the State Water Resources Control Board adopted regulations (Chapter 30, Division 3 of Title 23 & Division 3 of Title 27, California Code of Regulation) requiring the electronic submittal of information for all site cleanup programs, starting January 1, 2005. Currently, site information within the electronic submittals and the GeoTracker contacts can be found at http://www.waterboards.ca.gov/ust/electronic_submittal.

To comply with the above referenced regulations, you are required to upload all technical reports, documents, and well data to GeoTracker by the due dates specified in the Regional Board letters and orders issued to you or for the site. However, we may request that you submit hard copies of selected documents and data to the Regional Board in addition to electronic submittal of information to GeoTracker.

If you have any questions, please contact Jillian Ly (Section II Program Manager) at (213) 576-6664 or jillian.ly@waterboards.ca.gov.

Sincerely,



for Susana Arredondo
Executive Officer

Attachments:

1. Monthly Salary Scales by Job Classification
2. Reimbursement Process for Regulatory Oversight

**STATE WATER RESOURCES CONTROL BOARD
SITE CLEANUP PROGRAM (SCP)
BILLING COST EXPLANATION
Fiscal Year 2023-2024**

Employee Salary and Benefit by Classification [1]	Salary/Benefits Range	
AEO - Assistant Executive Officer CEA	\$ 13,563	\$ 28,008
ADMOFFII - Admin Officer II	\$ 8,550	\$ 10,623
AGPA - Associate Governmental Program Analyst	\$ 7,902	\$ 10,191
AFCNSL - Staff Counsel (Attorney)	\$ 10,244	\$ 15,518
SFCNSLIII - Staff Counsel III (Attorney)	\$ 14,643	\$ 18,786
SFCNSLIV - Staff Counsel IV (Attorney)	\$ 16,177	\$ 20,770
BSA - Business Serv Asst	\$ 4,482	\$ 7,063
EG - Engineering Geologist	\$ 8,585	\$ 16,164
EPMI - Environmental Program Manager I	\$ 16,609	\$ 20,648
EPMII - Environmental Program Manager II	\$ 19,276	\$ 21,898
ES - Environmental Scientist	\$ 5,936	\$ 11,351
EOI - Exec Officer I	\$ 22,167	\$ 25,182
EOII - Exec Officer II	\$ 22,709	\$ 25,794
OA - Office Assistant	\$ 4,124	\$ 5,767
OT - Office Technician	\$ 4,825	\$ 6,220
PWRCE - Principal Water Resources Control Engineer	\$ 20,198	\$ 22,942
PPS - Public Participation Specialist	\$ 7,902	\$ 9,892
SEA - Sanitary Engineering Associate	\$ 8,908	\$ 11,152
SET - Sanitary Engineering Technician	\$ 6,137	\$ 8,815
SEG - Senior Engineering Geologist	\$ 15,136	\$ 18,944
SRES - Senior Environmental Scientist	\$ 14,364	\$ 17,857
SRES - Senior Environmental Scientist (Spec)	\$ 10,506	\$ 13,069
SWRCE - Senior Water Resources Control Engineer	\$ 15,136	\$ 18,944
SSA - Staff Services Analyst	\$ 5,061	\$ 8,472
SUEG - Supervising Engineering Geologist	\$ 16,625	\$ 20,810
SUWRCE - Supervising Water Resources Control Engineer	\$ 16,625	\$ 20,810
WRCE - Water Resources Control Engineer	\$ 8,585	\$ 16,082
 <u>Intermittent Employees:</u>		
SA - Scientific Aid	\$16.07/hour	\$19.07/hour

Note: The State is currently in negotiations with the unions so the upper limits of these ranges may be subject to change.

Operating Expenses and Equipment [2] (both State and Regional Board offices)
 Indirect Costs (Overhead + Admin = cost of doing business)

140%

Billing Example for One Month Salary

WRCE - Water Resources Control Engineer	
Total Direct Labor Charges [3] (per month):	\$ 16,082
Contract Charges (if applicable):	\$ -
Direct Labor Overhead:	\$ 12,062
State Board Program Admin and Overhead:	\$ 2,414
Regional Board Program Admin and Overhead:	<u>\$ 8,041</u>
Total Cost (per month):	\$ 38,600
Divided by 176 hours per month equals per hour:	\$ 219

(Due to the various classifications that expend SCP resources an average of **\$215.00** per hour can be used for projection purposes.)

[1] The name and classification of employees performing oversight work will be listed on invoices you receive.

[2] The examples are estimates based on recent billings. Actual charges may be higher or lower.

[3] Total Direct Labor Charges = Salary and Benefits

REIMBURSEMENT PROCESS FOR REGULATORY OVERSIGHT

We have identified your facility or property as requiring regulatory cleanup oversight. Pursuant to the Porter-Cologne Water Quality Control Act, reasonable costs for such oversight can be recovered by the Regional Water Quality Control Board (RWQCB) from the responsible party. The purpose of the enclosure is to explain the oversight billing process structure.

INTRODUCTION

The Porter-Cologne Water Quality Control Act authorizes the State Water Resources Control Board (SWRCB) to set up Cost Recovery Programs. The Budget Act of 1993 authorized the SWRCB to establish a Cost Recovery Program for Site Cleanup Program (SCP). The program is set up so that reasonable expenses incurred by the SWRCB and RWQCBs in overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely impacting the State's waters can be reimbursed by the responsible party. Reasonable expenses will be billed to responsible parties and collected by the Fee Coordinator at the SWRCB in the Division of Financial Assistance (DFA).

THE BILLING SYSTEM

Each cost recovery account has a unique Site ID number assigned to it. Whenever any oversight work is done, the hours are entered into the SCP Cost Recovery/daily logs database. The cost of the staff hours is calculated by the State Accounting System based on the employee's salary and benefit rate and the SWRCB overhead rate.

SWRCB and RWQCB Administrative charges for work such as accounting, billing preparation, general program meetings and program specific training cannot be charged directly to an account. This work will be charged to Administrative accounting codes one per Region. The Accounting Office totals these administrative charges for the billing period and distributes them back to all of the accounts based on the number of hours charged to each account during that billing period. These charges show as State Board Program Administrative Charges and Regional Board Program Administrative Charges on the Invoice.

The current billing period charges will include associated labor costs, risk assessment contract charges, overhead charges, SWRCB/DFA Administrative charges, and RWQCB Administrative charges. The overhead charges are based on the number of labor hours charged to the account. The overhead charges consist of rent, utilities, travel, supplies, training, and accounting services. Most of these charges are paid in arrears. The Accounting Office keeps track of these charges and distributes them back monthly to only those accounts having Labor hours charged to them for the period being billed. No site will be billed for overhead during a billing period unless Labor hours have been posted to the RWQCB employee's daily logs residing in the SCP Cost Recovery database.

Invoices are issued quarterly, one quarter in arrears. If a balance is owed, a check is to be remitted to the SWRCB with the invoice remittance stub within 30 days after receipt of the invoice. The Fee Coordinator inputs a record of all checks received directly or by the Accounting Office on a daily basis.

Copies of the invoices are sent to the appropriate RWQCBs so that they are aware of the oversight work invoiced. Questions regarding the work performed should be directed toward your RWQCB case worker.

DISPUTE RESOLUTION

If a dispute regarding oversight charges cannot be resolved with the RWQCB, Section 13320 of the California Water Code provides a process whereby persons may petition the SWRCB for review of RWQCB decisions. Regulations implementing Water Code Section 13320 are found in the Title 23 of the California Code of Regulations, Section 2050.

DAILY LOGS

A detailed description (daily log) of the actual work being done at each specific site is kept by each employee in the Regional Water Board who works on the cleanup oversight at the property. This information is provided on the quarterly invoice using standardized work activity codes to describe the work performed. *Upon request, a more detailed description of the work performed is available from the RWQCB staff.*

REMOVAL FROM THE BILLING SYSTEM

After the cleanup is complete, the RWQCB will submit a closure form to the SWRCB to close the account. If a balance is due, the Fee Coordinator will send a final billing for the balance owed. The responsible party should then submit a check to the SWRCB to close the account.

AGREEMENT

No cleanup oversight will be performed unless the responsible party of the property has agreed in writing to reimburse the State for appropriate cleanup oversight costs and submitted to the RP. You may wish to consult an attorney in this matter. As soon as the letter is received, the account will be added to the active Site Cleanup program Cost Recovery billing list and oversight work will begin.

If you have any questions regarding billing, please contact the Division of Financial Assistance (DFA) at the Site Cleanup Program (SCP) Message Line: (916) 341-5643 or via email: DFA-SCP@waterboards.ca.gov



Los Angeles Regional Water Quality Control Board

ATTACHMENT 3

CERTIFICATION DECLARATION FOR COMPLIANCE WITH FEE TITLE HOLDER NOTIFICATION REQUIREMENTS (California Water Code Section 13307.1)

Please Print or Type

Fee Title Holder(s): _____

Mailing _____ Address: _____

-

Contact Person: _____

Telephone _____ Number _____ / _____ E-mail: _____

-

Site Name: Former Berk Oil & Pacific Metal Craft

Address: 5600-5636 Shull Street, Bell Gardens, California 90201

County _____ Assessor _____ Parcel _____ Number _____ (APN): _____

-

Contact Person: _____

Telephone Number / E-mail: _____

File Number: 0313

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.” (See attached page for who shall sign the Certification Declaration).

Printed Name of Person Signing

Official Title

NORMA CAMACHO, CHAIR | SUSANA ARREDONDO, EXECUTIVE OFFICER

Signature

Date Signed

The certification declaration form must be signed as follows:

1. For a corporation - by a responsible corporate officer, which means; (i) by a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy of decision making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million, if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. For a partnership or sole proprietorship – by a general partner or the proprietor respectively.
3. For a municipality, state, federal, or public agency - by either a principal executive officer or ranking elected official. A principal executive officer of a federal agency includes (i) the chief executive officer of the agency or (ii) a senior executive officer having responsibility for the overall operations or a principal geographic unit.



Los Angeles Regional Water Quality Control Board

ATTACHMENT 4

ACKNOWLEDGEMENT OF RECEIPT OF OVERSIGHT COST REIMBURSEMENT ACCOUNT LETTER

I, _____, acting within the authority vested in me as an authorized representative of _____, a corporation, acknowledge that I have received and read a copy of the attached REIMBURSEMENT PROCESS FOR REGULATORY OVERSIGHT and the cover letter dated June 23, 2023, concerning cost reimbursement for Regional Board staff costs involved with oversight of cleanup and abatement efforts at the cleanup site located in Los Angeles County. The site address is 5600-5636 Shull Street, Bell Gardens, California 90201.

I understand the reimbursement process and billing procedures as explained in the letter. Our company is willing to participate in the cost recovery program and pay all subsequent billings in accordance with the terms in your letter and its attachments, and to the extent required by law. I also understand that signing this form does not constitute any admission of liability, but rather only an intent to pay for costs associated with oversight, as set forth above, and to the extent required by law. Billings for payment of oversight costs should be mailed to the following individual and address:

BILLING COMPANY _____

BILLING CONTACT _____

BILLING ADDRESS _____

TELEPHONE NO. _____ E-Mail _____

RESPONSIBLE PARTY'S SIGNATURE _____
(Signature)

(Title)

DATE: _____

SCP NO. 0313



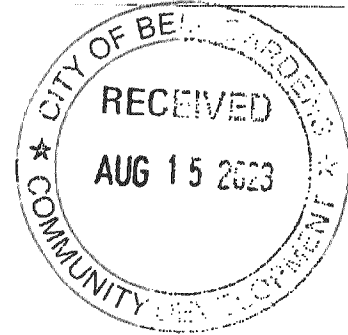
GAVIN NEWSOM
GOVERNOR



YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

August 2, 2023

CITY OF BELL GARDENS
Responsible Party No.: 667
Attn: Gustavo Romo
7100 GARFIELD AVE S
BELL GARDENS, CA 90201



FINAL COLLECTION NOTICE

SITE CLEANUP PROGRAM: INVOICE NO. SC-134851, ACCOUNT NO. 2040193, FOR SITE ADDRESS: 5614 Shull Street

Per California Water Code section 13365, you were sent an invoice for oversight costs for the site listed above. In addition, you were sent a First Past Due Notice and a Second Past Due Notice regarding the above outstanding invoice. Our records indicate that payment has not been received.

If payment for this invoice is not received by September 2, 2023, your invoice will be referred to a private collection agency for further collection action.

To ensure proper crediting of your account, include the invoice number on your check. If paying multiple invoices, all invoice numbers must be listed on your check. Additional payment options can be found at: https://www.waterboards.ca.gov/make_a_payment.

Mail payment to:

State Water Resources Control Board
Site Cleanup Program
PO Box 1888
Sacramento, CA 95812-1888

If you have any questions or need a copy of the original invoice, please contact us at SiteCleanup@waterboards.ca.gov or (916) 341-5643.

Sincerely,

Site Cleanup Program
Division of Administrative Services

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

**STATE WATER RESOURCES CONTROL BOARD
SITE CLEANUP PROGRAM
INVOICE FOR OVERSIGHT COSTS
FOR THE PERIOD ENDING: 12/31/22**

Date: 02/01/2023
Regional Board: Los Angeles Region

Account Number: 2040193
Invoice Number: SC-136151

CITY OF BELL GARDENS
Gustavo Romo
7100 GARFIELD AVE S
BELL GARDENS, CA 90201
Responsible Party #: 667



Site Location:
Former Berk Oil & Pacific Metal Craft
5614 Shull Street
Bell Gardens CA

Past Due Amount \$39,692.00

Billing Period Charges: 10/01/22-12/31/22

Invoice Amount: \$33,821.01

** Itemized list of new charges on reverse or subsequent page(s)

Visit https://www.waterboards.ca.gov/make_a_payment/ for additional payment methods. Payments may take two weeks to post to an account. For questions regarding invoices and payments, please contact the SCP Message Line at (916) 341-5643 or email SiteCleanup@waterboards.ca.gov

The Porter-Cologne Water Quality Control Act (Section 13365) allows the Regional Water Quality Control Board to recover reasonable expenses from the responsible party for overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely affecting the State's waters. When your site was put in the cost recovery program, you received a letter explaining that the State Water Resources Control Board would bill you for the Regional Board's costs of cleanup oversight.

To request a detailed explanation of the hours expended by any Regional Board staff member on the reverse side, please contact Arthur Heath at (213) 576-6725. If there are disputed charges for activities which you cannot resolve with the program manager, you should discuss them with the Executive Officer of the Regional Board.

PAYMENT IS DUE IN 30 DAYS

PLEASE RETURN CHECK IN ENVELOPE PROVIDED

TO ENSURE PROPER CREDITING OF YOUR ACCOUNT: INCLUDE YOUR RESPONSIBLE PARTY NUMBER, ACCOUNT NUMBER AND INVOICE NUMBER ON YOUR CHECK. IF PAYING MULTIPLE INVOICES, ALL ACCOUNT NUMBERS MUST BE LISTED ON YOUR CHECK. MAKE CHECKS PAYABLE TO: SWRCB

RP #: 667 **Account Number:** 2040193

Invoice Number: SC-136151

Invoice Amount: \$33,821.01

Net Past Due Amount: \$39,692.00

SEND PAYMENTS TO: **State Water Resources Control Board**
SCP Program
P. O. Box 1888
Sacramento, CA 95812-1888

Total Due: \$73,513.01

Enclosed: \$ 33,821.01

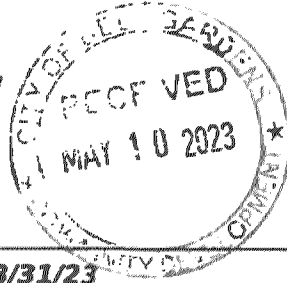
**STATE WATER RESOURCES CONTROL BOARD
SITE CLEANUP PROGRAM
INVOICE FOR OVERSIGHT COSTS
FOR THE PERIOD ENDING: 03/31/23**

Date: 05/02/2023
Regional Board: Los Angeles Region

Account Number: 2040193
Invoice Number: SC-137457

CITY OF BELL GARDENS
Gustavo Romo
7100 GARFIELD AVE S
BELL GARDENS, CA 90201
Responsible Party #: 667

Site Location:
Former Berk Oil & Pacific Metal Craft
5614 Shull Street
Bell Gardens CA



Past Due Amount **\$73,513.01**

Billing Period Charges: 01/01/23-03/31/23
Invoice Amount: **\$41,365.20**

** Itemized list of new charges on reverse or subsequent page(s)

Visit https://www.waterboards.ca.gov/make_a_payment/ for additional payment methods. Payments may take two weeks to post to an account. For questions regarding invoices and payments, please contact the SCP Message Line at (916) 341-5643 or email SiteCleanup@waterboards.ca.gov

The Porter-Cologne Water Quality Control Act (Section 13365) allows the Regional Water Quality Control Board to recover reasonable expenses from the responsible party for overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely affecting the State's waters. When your site was put in the cost recovery program, you received a letter explaining that the State Water Resources Control Board would bill you for the Regional Board's costs of cleanup oversight.

To request a detailed explanation of the hours expended by any Regional Board staff member on the reverse side, please contact Arthur Heath at (213) 576-6725. If there are disputed charges for activities which you cannot resolve with the program manager, you should discuss them with the Executive Officer of the Regional Board.

PAYMENT IS DUE IN 30 DAYS

PLEASE RETURN CHECK IN ENVELOPE PROVIDED

TO ENSURE PROPER CREDITING OF YOUR ACCOUNT: INCLUDE YOUR RESPONSIBLE PARTY NUMBER, ACCOUNT NUMBER AND INVOICE NUMBER ON YOUR CHECK. IF PAYING MULTIPLE INVOICES, ALL ACCOUNT NUMBERS MUST BE LISTED ON YOUR CHECK. MAKE CHECKS PAYABLE TO: SWRCB

RP #: 667	Account Number: 2040193	Invoice Number: SC-137457	Invoice Amount: \$41,365.20
			Net Past Due Amount: \$73,513.01
			Total Due: <u>\$114,878.21</u>
			Enclosed: \$ <u>41,365.20</u>

SEND PAYMENTS TO: State Water Resources Control Board
SCP Program
P. O. Box 1888
Sacramento, CA 95812-1888

**STATE WATER RESOURCES CONTROL BOARD
SITE CLEANUP PROGRAM
INVOICE FOR OVERSIGHT COSTS
FOR THE PERIOD ENDING: 09/30/22**

Date: 11/01/2022
Regional Board: Los Angeles Region

Account Number: 2040193
Invoice Number: SC-134851

CITY OF BELL GARDENS
Gustavo Romo
7100 GARFIELD AVE S
BELL GARDENS, CA 90201
Responsible Party #: 667

Site Location:
Former Berk Oil & Pacific Metal Craft
5614 Shull Street
Bell Gardens CA

Past Due Amount \$0.00

Billing Period Charges: 07/01/22-09/30/22

Invoice Amount: \$39,692.00

** Itemized list of new charges on reverse or subsequent page(s)

Visit https://www.waterboards.ca.gov/make_a_payment/ for additional payment methods. Payments may take two weeks to post to an account. For questions regarding invoices and payments, please contact the SCP Message Line at (916) 341-5643 or email SiteCleanup@waterboards.ca.gov

The Porter-Cologne Water Quality Control Act (Section 13365) allows the Regional Water Quality Control Board to recover reasonable expenses from the responsible party for overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely affecting the State's waters. When your site was put in the cost recovery program, you received a letter explaining that the State Water Resources Control Board would bill you for the Regional Board's costs of cleanup oversight.

To request a detailed explanation of the hours expended by any Regional Board staff member on the reverse side, please contact Arthur Heath at (213) 576-6725. If there are disputed charges for activities which you cannot resolve with the program manager, you should discuss them with the Executive Officer of the Regional Board.

PAYMENT IS DUE IN 30 DAYS

PLEASE RETURN CHECK IN ENVELOPE PROVIDED

TO ENSURE PROPER CREDITING OF YOUR ACCOUNT: INCLUDE YOUR RESPONSIBLE PARTY NUMBER, ACCOUNT NUMBER AND INVOICE NUMBER ON YOUR CHECK. IF PAYING MULTIPLE INVOICES, ALL ACCOUNT NUMBERS MUST BE LISTED ON YOUR CHECK. MAKE CHECKS PAYABLE TO: SWRCB

RP #: 667 **Account Number:** 2040193 **Invoice Number:** SC-134851 **Invoice Amount:** \$39,692.00

Net Past Due Amount: \$0.00

SEND PAYMENTS TO: **State Water Resources Control Board**
 SCP Program
 P. O. Box 1888
 Sacramento, CA 95812-1888

Total Due: \$39,692.00

Enclosed: \$ 39,692.00

**STATE WATER RESOURCES CONTROL BOARD
SITE CLEANUP PROGRAM
INVOICE FOR OVERSIGHT COSTS
FOR THE PERIOD ENDING: 06/30/23**

Date: 08/15/2023
Regional Board: Los Angeles Region

Account Number: 2040193
Invoice Number: SC-138904

CITY OF BELL GARDENS
Gustavo Romo
7100 GARFIELD AVE S
BELL GARDENS, CA 90201
Responsible Party #: 667



Site Location:
Former Berk Oil & Pacific Metal Craft
5614 Shull Street
Bell Gardens CA

Past Due Amount \$114,878.21

Billing Period Charges: 04/01/23-06/30/23

Invoice Amount: \$48,036.65

** Itemized list of new charges on reverse or subsequent page(s)

Visit https://www.waterboards.ca.gov/make_a_payment/ for additional payment methods. Payments may take two weeks to post to an account. For questions regarding invoices and payments, please contact the SCP Message Line at (916) 341-5643 or email SiteCleanup@waterboards.ca.gov

The Porter-Cologne Water Quality Control Act (Section 13365) allows the Regional Water Quality Control Board to recover reasonable expenses from the responsible party for overseeing cleanup of illegal discharges, contaminated properties, and other unregulated releases adversely affecting the State's waters. When your site was put in the cost recovery program, you received a letter explaining that the State Water Resources Control Board would bill you for the Regional Board's costs of cleanup oversight.

To request a detailed explanation of the hours expended by any Regional Board staff member on the reverse side, please contact Arthur Heath at (213) 576-6725. If there are disputed charges for activities which you cannot resolve with the program manager, you should discuss them with the Executive Officer of the Regional Board.

PAYMENT IS DUE IN 30 DAYS

PLEASE RETURN CHECK IN ENVELOPE PROVIDED

TO ENSURE PROPER CREDITING OF YOUR ACCOUNT: INCLUDE YOUR RESPONSIBLE PARTY NUMBER, ACCOUNT NUMBER AND INVOICE NUMBER ON YOUR CHECK. IF PAYING MULTIPLE INVOICES, ALL ACCOUNT NUMBERS MUST BE LISTED ON YOUR CHECK. MAKE CHECKS PAYABLE TO: SWRCB

RP #: 667	Account Number: 2040193	Invoice Number: SC-138904	Invoice Amount: \$48,036.65
			Net Past Due Amount: \$114,878.21
SEND PAYMENTS TO:			Total Due: <u>\$162,914.86</u>
State Water Resources Control Board			Enclosed: \$ _____
SCP Program			
P. O. Box 1888			
Sacramento, CA 95812-1888			



**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
Karla Gonzalez, Senior Management Analyst
SUBJECT: **RESOLUTION APPOINTING A SECOND ALTERNATE TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED WATER MANAGEMENT AUTHORITY**
DATE: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution appointing a second Alternate to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) Governing Board.

BACKGROUND/DISCUSSION:

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds, Proposition 50 passed in 2002 and Proposition 84 passed in 2006.

In 2010, the Bell Gardens City Council adopted Resolution 2010-35 approving the GWMA Agreement. The City of Bell Gardens (City) entered into the agreement to create a regional water management group to develop a regional water management plan that will protect and enhance the region's water resources. Priorities of the GWMA include stormwater and NPDES compliance, parks and open space planning, water conservation, and regional water planning projects. Today, the member agencies include 25 cities, 3 water agencies, and the Port of Long Beach.

The governing body of the GWMA is a governing board made up of one board member from each member agency with one vote each and up to three alternate members. Board members and alternates are appointed by resolution and hold office for two-year terms beginning October 1st of each odd-numbered year, with the current two-year term running through September 30, 2025. The appointment of the board member and alternates automatically renews for successive two-year terms, unless the board member or alternates are replaced by subsequent action of the City, or they cease to be employed by the City. The GWMA Governing Board recently voted to meet once per quarter instead of once per month and there is no stipend for attendance.

Typically, each member agency appoints their Director of Public Works or equivalent position to the GWMA Governing Board. On June 12, 2023, the City Council adopted Resolution 2023-41 appointing the Director of Public Works/ Facilities as the Member for the City and Veronica Sanchez as the Public Works Management Analyst as the Alternate.

An additional appointment for an Alternate is recommended for the City Council's approval since Karla Gonzalez has been hired as the new Public Works Senior Management Analyst position. Member agencies must also appoint board members by name and not by position or title.

CONCLUSION:

It is recommended that Karla Gonzalez, Senior Management Analyst, be appointed as an Alternate to the GWMA Governing Board.

FISCAL IMPACT:

None.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2024-04

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. 2024-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPOINTING AN ALTERNATE MEMBER TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the City of Bell Gardens is a member of the GWMA; and

WHEREAS, each member agency shall appoint one Member and up to three Alternate Members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, Bernardo Iniguez, Director of Public Works/Facilities, is currently the appointed Member and Veronica Sanchez, Management Analyst, is currently the appointed Alternate Member of the Governing Board; and

WHEREAS, the City of Bell Gardens desires to appoint one additional Alternate Member to the Governing Board; and

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each odd-numbered year; and

WHEREAS, pursuant to the GWMA Bylaws, the Alternate Member appointed by this Resolution shall hold office until September 30, 2025.

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

SECTION 1. The City Council, after consideration of the staff report and discussion, hereby finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. Effective January 22, 2024, Karla Gonzalez, Senior Management Analyst, is appointed to serve as Alternate Board Member representing the City of Bell Gardens.

SECTION 3. The Alternate Board Member designated above shall continue in their respective position as if re-appointed each successive two-year term, unless the Alternate Board Member is replaced by subsequent action of this legislative body or they cease to be employed by the City of Bell Gardens.

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 22nd day of January, 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



**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
SUBJECT: **RESOLUTION APPROVING A FIFTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS TO EXTEND THE TERM FOR ONE ADDITIONAL MONTH**
DATE: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Fifth Amendment with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers.

BACKGROUND/DISCUSSION:

The City Council awarded a three-year agreement to Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers ("IE") on November 13, 2017, with an effective date of November 27, 2017, which included an option to renew for two (2) additional years. The agreement was renewed for the optional two (2) years and on June 13, 2022, the City Council approved the Second Amendment to the agreement, which extended the term through November 27, 2023, to allow the City to undergo a rigorous Request for Proposals process. On November 11, 2023, and again on December 11, 2023, the City Council approved one-month extensions to the agreement to allow for award of a new agreement/s.

On October 10, 2023, Public Works released a Request for Proposals for Municipal Engineering Services ("RFP"). On November 9, 2023, a total of seven (7) proposals were received in response to the RFP, which are currently being evaluated. Given that staff anticipates completing the evaluation of proposals later this month and recommending an award for a new multi-year agreement/s at the February 12, 2024 City Council meeting, staff is requesting an additional one-month extension to the existing agreement.

CONCLUSION:

Approving the Fifth Amendment would extend the IE agreement term for one additional month, which will allow staff to complete the process for a competitive evaluation for engineering services without interruptions in engineering services.

FISCAL IMPACT:

Funding for contract engineering services is available in the FY 2023/24 budget.

ATTACHMENTS:

- Exhibit 2 - Fifth Amendment with Exhibits
- Exhibit 1 - Resolution No. 2024-05

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

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Engineering Services)

(Parties: City of Bell Gardens and Bowman Infrastructure Engineers Ltd. dba
Infrastructure Engineers)

THIS FIFTH AMENDMENT (hereinafter, "Fourth Amendment") to that certain agreement entitled "Professional Services Agreement Between the City of Bell Gardens and Infrastructure Engineers" and dated November 27, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this _____ day of January 2024 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS (hereinafter, "Consultant"). For purposes of this Fifth Amendment, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This Fifth Amendment is made and entered into with respect to the following facts:

WHEREAS, on November 27, 2017, the Parties executed and entered into a Professional Services Agreement for the Consultant to provide engineering services; and

WHEREAS, the Master Agreement was revised by way of an Amendment that was executed on January 31, 2019 (hereinafter, "First Amendment"); and

WHEREAS, the Master Agreement was later extended by way of a side letter that was executed on October 5, 2020 (hereinafter, "Side Letter No. 1"); and

WHEREAS, the Master Agreement was once again extended by way of a side letter that was executed on October 5, 2021 (hereinafter, "Side Letter No. 2"); and

WHEREAS, on June 13, 2022, the Master Agreement was further amended by way of a second amendment (hereinafter, the "Second Amendment") for purposes of extending the Agreement for an additional one (1) year, to November 27, 2023, to allow the City to undergo a rigorous Request for Proposals Process; and

WHEREAS, on November 13, 2023, the Master Agreement was further amended by way of a third amendment (hereinafter, the "Third Amendment") for purposes of extending the Agreement for one (1) month to allow the City to complete its Request for Proposals Process; and

WHEREAS, on December 11, 2023, the Master Agreement was further amended by way of a fourth amendment (hereinafter, the “Fourth Amendment”) for purposes of extending the Agreement for an additional one (1) month; and

WHEREAS, for purposes of this Fifth Amendment, the Master Agreement as amended by way of the Fourth Amendment, Third Amendment, Second Amendment, First Amendment, Side Letter No. 1, and Side Letter No. 2, may be referred to collectively as the “Agreement”. The Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the Agreement is set to expire on January 31, 2024; and

WHEREAS, staff is currently reviewing the proposals and conducting interviews received and anticipates making a recommendation at a Council Meeting in February of 2024; and

WHEREAS, the Parties wish to modify the Agreement to extend the Term of the Agreement to February 29, 2024, to prevent a lapse in services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 4.1 (TERM) of the Master Agreement is hereby amended to extend the term of the Master Agreement through February 29, 2024.

SECTION 2. Except as otherwise set forth in this Fifth Amendment, the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment, Third Amendment and Fourth Amendment, shall remain binding, controlling, and in full force and effect. Section 18.9 of the Master Agreement notwithstanding, this Fifth Amendment, together with the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment, Third Amendment and Fourth Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 3. The provisions of this Fifth Amendment shall be deemed a part of the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment, Third Amendment and Fourth Amendment and except, as otherwise provided under this Fifth Amendment, the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment, Third Amendment and Fourth Amendment, and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Fifth Amendment and the provisions of the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment, Third Amendment and Fourth Amendment,

the provisions of this Fifth Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment, Third Amendment and Fourth Amendment, and no further.

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

CITY:

CITY OF BELL GARDENS

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

Date: _____

CONSULTANT:

**BOWMAN INFRASTRUCTURE
ENGINEERS LTD. DBA
INFRASTRUCTURE ENGINEERS**

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

EXHIBIT "A"
AGREEMENT

2023

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Engineering Services)

(Parties: City of Bell Gardens and Bowman Infrastructure Engineers Ltd. dba
Infrastructure Engineers, a Bowman Company)

THIS FOURTH AMENDMENT (hereinafter, "Fourth Amendment") to that certain agreement entitled "Professional Services Agreement Between the City of Bell Gardens and Infrastructure Engineers" and dated November 27, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 11 day of December 2023 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY (hereinafter, "Consultant"). For purposes of this Fourth Amendment, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This Fourth Amendment is made and entered into with respect to the following facts:

WHEREAS, on November 27, 2017, the Parties executed and entered into a Professional Services Agreement for the Consultant to provide engineering services; and

WHEREAS, the Master Agreement was revised by way of an Amendment that was executed on January 31, 2019 (hereinafter, "First Amendment"); and

WHEREAS, the Master Agreement was later extended by way of a side letter that was executed on October 5, 2020 (hereinafter, "Side Letter No. 1"); and

WHEREAS, the Master Agreement was once again extended by way of a side letter that was executed on October 5, 2021 (hereinafter, "Side Letter No. 2"); and

WHEREAS, on June 13, 2022, the Master Agreement was further amended by way of a second amendment (hereinafter, the "Second Amendment") for purposes of extending the Agreement for an additional one (1) year, to November 27, 2023, to allow the City to undergo a rigorous Request for Proposals Process; and

WHEREAS, on November 13, 2023, the Master Agreement was further amended by way of a third amendment (hereinafter, the "Third Amendment") for purposes of extending the Agreement for one (1) month to allow the City to complete its Request for Proposals Process; and

WHEREAS, for purposes of this Fourth Amendment, the Master Agreement as amended by way of the Third Amendment, Second Amendment, First Amendment, Side Letter No. 1, and Side Letter No. 2, may be referred to collectively as the “Agreement”. The Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the Agreement is set to expire on December 31, 2023; and

WHEREAS, staff is currently reviewing the proposals received and anticipates making a recommendation at a Council Meeting in January of 2024; and

WHEREAS, the Parties wish to modify the Agreement to extend the Term of the Agreement to January 31, 2024, to prevent a lapse in services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 4.1 (TERM) of the Master Agreement is hereby amended to extend the term of the Master Agreement through January 31, 2024.

SECTION 2. Except as otherwise set forth in this Fourth Amendment, the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment and Third Amendment, shall remain binding, controlling, and in full force and effect. Section 18.9 of the Master Agreement notwithstanding, this Fourth Amendment, together with the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment and Third Amendment, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 3. The provisions of this Fourth Amendment shall be deemed a part of the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment and Third Amendment, and except, as otherwise provided under this Fourth Amendment, the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment and Third Amendment, and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the provisions of the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment and Third Amendment, the provisions of this Fourth Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2, Second Amendment and Third Amendment, and no further.

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

CITY:

CITY OF BELL GARDENS

By: 
Michael B. O'Kelly, City Manager

Date: 12/18/23

CONSULTANT:

**BOWMAN INFRASTRUCTURE
ENGINEERS LTD. DBA
INFRASTRUCTURE ENGINEERS,
A BOWMAN COMPANY**

By: 

Name: Farzad Dorran

Title: principal of operations

Date: 12/12/2023

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

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

CITY:

CITY OF BELL GARDENS

CONSULTANT:

**BOWMAN INFRASTRUCTURE
ENGINEERS LTD. DBA
INFRASTRUCTURE ENGINEERS,
A BOWMAN COMPANY**

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

Date: _____

By: F. Dorrani

Name: Farzad Dorrani

Title: Principal of operations

Date: 12/12/2023

APPROVED AS TO FORM:

By: Stephanie Vasquez
Stephanie Vasquez, City Attorney

EXHIBIT "A"
AGREEMENT

2023

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: Engineering Services)

(Parties: City of Bell Gardens and Bowman Infrastructure Engineers Ltd. dba
Infrastructure Engineers, a Bowman Company)

THIS THIRD AMENDMENT (hereinafter, "Third Amendment") to that certain agreement entitled "Professional Services Agreement Between the City of Bell Gardens and Infrastructure Engineers" and dated November 27, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 13 day of November 2023 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY (hereinafter, "Consultant"). For purposes of this Third Amendment, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This Third Amendment is made and entered into with respect to the following facts:

WHEREAS, on November 27, 2017, the Parties executed and entered into a Professional Services Agreement for the Consultant to provide engineering services; and

WHEREAS, the Master Agreement was revised by way of an Amendment that was executed on January 31, 2019 (hereinafter, "First Amendment"); and

WHEREAS, the Master Agreement was later extended by way of a side letter that was executed on October 5, 2020 (hereinafter, "Side Letter No. 1"); and

WHEREAS, the Master Agreement was once again extended by way of a side letter that was executed on October 5, 2021 (hereinafter, "Side Letter No. 2"); and

WHEREAS, on June 13, 2022, the Master Agreement was further amended by way of a second amendment (hereinafter, the "Second Amendment") for purposes of extending the Agreement for an additional one (1) year to allow the City to undergo a rigorous Request for Proposals Process; and

WHEREAS, for purposes of this Third Amendment, the Master Agreement as amended by way of the Second Amendment, First Amendment, Side Letter No. 1, and Side Letter No. 2, may be referred to collectively as the "Agreement". The Agreement is attached and incorporated hereto as **Exhibit "A"**; and

WHEREAS, the Agreement is set to expire on November 27, 2022; and

WHEREAS, staff issued a Request for Proposals for engineering services and anticipates bringing to the City Council a recommendation at the December 11, 2023, City Council Meeting; and

WHEREAS, the Parties wish to modify the Agreement to extend the Term of the Agreement to December 31, 2023, to prevent a lapse in services.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 4.1 (TERM) of the Master Agreement is hereby amended to extend the term of the Master Agreement through December 31, 2023.

SECTION 2. Except as otherwise set forth in this Third Amendment, the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2 and Second Amendment shall remain binding, controlling, and in full force and effect. Section 18.9 of the Master Agreement notwithstanding, this Third Amendment, together with the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2 and Second Amendment shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

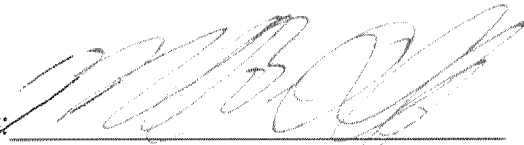
SECTION 3. The provisions of this Third Amendment shall be deemed a part of the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2 and Second Amendment and except, as otherwise provided under this Third Amendment, the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2 and Second Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the provisions of the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2 and Second Amendment, the provisions of this Third Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, First Amendment, Side Letter No. 1, Side Letter No. 2 and Second Amendment, and no further.

[SIGNATURES ON NEXT PAGE]

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

CITY:

CITY OF BELL GARDENS

By: 
Michael B. O'Kelly, City Manager

Date: 12/5/23

CONSULTANT:

**BOWMAN INFRASTRUCTURE
ENGINEERS LTD. DBA
INFRASTRUCTURE ENGINEERS,
A BOWMAN COMPANY**

By: J. Derrani

Name: Farzad Derrani

Title: Principal of operations

Date: 12/5/2023

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez, City Attorney

Date: _____

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

CITY:

CITY OF BELL GARDENS

CONSULTANT:

**BOWMAN INFRASTRUCTURE
ENGINEERS LTD. DBA
INFRASTRUCTURE ENGINEERS,
A BOWMAN COMPANY**

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

Date: _____

By: *J. Dorrani*

Name: *Farzad Dorrani*

Title: *Principal of operations*

Date: *12/5/2023*

APPROVED AS TO FORM:

By: *Stephanie Vasquez*
Stephanie Vasquez, City Attorney

Date: December 5, 2023

EXHIBIT "A"
AGREEMENT

2022
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Engagement: Engineering Services)
(Parties: City of Bell Gardens and Infrastructure Engineers)

THIS SECOND AMENDMENT (hereinafter, "Second Amendment") to that certain agreement entitled "Professional Services Agreement Between the City of Bell Gardens and Infrastructure Engineers" and dated November 27, 2017 (hereinafter, "Master Agreement"), is hereby made and entered into this 13 day of June, 2022 (hereinafter, "Effective Date") by and between CITY OF BELL GARDENS, a municipal corporation (hereinafter, "City") and INFRASTRUCTURE ENGINEERS (hereinafter, "Consultant"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both City and Consultant. The capitalized term "Party" may refer to either City or Consultant interchangeably, as appropriate.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, on November 27, 2017, the Parties executed and entered into a Professional Services Agreement for the Consultant to provide solid waste consultant services; and

WHEREAS, the Master Agreement was revised by way of an Amendment that was executed on January 31, 2019 (hereinafter, "First Amendment"); and

WHEREAS, the Master Agreement was later extended by way of a side letter that was executed on October 5, 2020 (hereinafter, "Side Letter No. 1"); and

WHEREAS, the Master Agreement was once again extended by way of a side letter that was executed on October 5, 2021 (hereinafter, "Side Letter No. 2"); and

WHEREAS, for purposes of this Second Amendment, the Master Agreement as amended by way of the First Amendment, Side Letter No. 1 and Side Letter No. 2 may be referred to collectively as the "Agreement". The Agreement is attached and incorporated hereto as Exhibit "A"; and

WHEREAS, the Agreement is set to expire on November 27, 2022; and

WHEREAS, the Parties wish to modify the Agreement to extend the Term of the Agreement to allow the City to undergo a rigorous Request for Proposals process; and

WHEREAS, the Parties further wish to adopt the revised "2022-2023 Hourly Rate Schedule", which is attached and incorporated hereto as Exhibit "B" (hereinafter,

"Revised Rate Schedule") which shall take effect November 28, 2022 in order to cover the extended term of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. Section 4.1 (TERM) of the Master Agreement is hereby amended to extend the term of the Master Agreement through November 27, 2023.

SECTION 2. Section 5.1 (CONSULTANT SERVICES) of the Master Agreement is hereby amended to remove mention of hourly fees which shall now be addressed in the Compensation Section.

SECTION 3. Section 6.1 (COMPENSATION) of the Master Agreement is hereby amended to read as follows:

6.1 Consultant shall perform the services identified in the Scope of Services in accordance with the "2022-2023 Hourly Rate Schedule" which is attached and incorporated hereto as Exhibit "B" (hereinafter, "Revised Rate Schedule") which shall take effect November 28, 2022.

SECTION 4. Except as otherwise set forth in this Second Amendment, the Master Agreement, First Amendment, Side Letter No. 1 and Side Letter No. 2 shall remain binding, controlling, and in full force and effect. Section 18.9 of the Master Agreement notwithstanding, this Second Amendment, together with the Master Agreement, First Amendment, Side Letter No. 1 and Side Letter No. 2, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

SECTION 5. The provisions of this Second Amendment shall be deemed a part of the Master Agreement, First Amendment, Side Letter No. 1 and Side Letter No. 2 and except, as otherwise provided under this Second Amendment, the Master Agreement, First Amendment, Side Letter No. 1 and Side Letter No. 2 and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, First Amendment, Side Letter No. 1 and Side Letter No. 2, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Master Agreement, First Amendment, Side Letter No. 1 and Side Letter No. 2 and no further.

[SIGNATURES ON NEXT PAGE]

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

CITY:

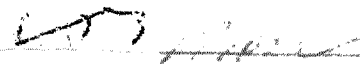
CITY OF BELL GARDENS

By: 
Michael B. O'Kelly, City Manager

Date: 8/18/2022

CONSULTANT:

INFRASTRUCTURE ENGINEERS

By: 
Name: Sid J Mousavi

Title: CEA

Date: 6/15/2022

APPROVED AS TO FORM:

By:  on behalf of
Rick Olivarez, City Attorney

Date: August 17, 2022

EXHIBIT "A"
AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BELL GARDENS AND
INFRASTRUCTURE ENGINEERS**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bell Gardens, a California municipal corporation ("City") and Infrastructure Engineers ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Review, analysis, preparation and filing of state mandated cost claims for a variety of categories of claims listed on "Attachment A" entitled "Scope of Work."

2.2. Consultant represents that it is fully qualified to perform the professional services described in Recital 2.1. of this Agreement by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Consultant's "Scope or Work" attached hereto as Attachment A.

3.2 "Commencement Date": November 27, 2017.

4. TERM

4.1 The term of this Agreement shall be for three years beginning on the date set forth above with an option to renew for two additional years exercisable by the City Manager and shall terminate in accordance with Section 16 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services attached hereto as Attachment A. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed \$157 per hour unless specifically approved in advance, in writing, by City.

5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall 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.*)). During the term of this Agreement, Consultant shall not perform—any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing to Consultant's performance of such work.

5.3 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall identify a project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in full satisfaction for such services.

6.2 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee as stated in schedule of fees in the proposal.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Consultant is not, nor shall become, by virtue of performance of the professional services provided under this Agreement, entitled to any City employee benefits, including but not limited to health insurance, dental insurance, vacation pay, retirement pension, unemployment insurance or workers' compensation insurance.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the extent permitted by law, be fully protected from any 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, subject to the application of paragraph 10.8. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 Subject to the application of paragraph 10.8, to the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees 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 or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.3 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 Section 10 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.

10.4 The obligations of Consultant under this Section 10 shall 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, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 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, its officers, agents, employees 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.

10.6 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.

10.7 Consultant shall be responsible for performing the work under this agreement in a professional manner and shall be responsible for the acts of its employees as it relates to this agreement.

10.8 Notwithstanding any provision contained herein to the contrary, liability of Consultant to City with regard to all work and services performed or provided by Consultant for City under this Agreement, including but not limited to any 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, shall be limited to the total fee actually paid by City to Consultant under the applicable Scope of Work. Under no circumstances shall Consultant have any liability to City in excess of the amount of such fees or compensation. City acknowledges and agrees that but for the above limitation of liability, Consultant would not be able to provide the services for City under this Agreement for the prices applicable to the Agreement, and that this limitation of liability is reasonable.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.
- 11.1.2 Professional Liability Insurance providing coverage for performance of work included in this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) covering claims or losses caused by negligence, error, or omissions of Consultant.
- 11.1.3 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.4 Worker's Compensation insurance as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.10 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

City shall provide Consultant with complete access to information for the proper performance of Consultant's services under this Agreement.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full 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 shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third (3rd) business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Bell Gardens
7100 Garfield Ave.
Bell Gardens, California 90201

If to Consultant:

Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Sections 9 and 10 and Section 12, Paragraph 12.2, of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on two (2) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action subject to the limitations contained in Section 10. The venue for any litigation shall be Los Angeles County, California.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.


18.9 All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Bell Gardens

"Consultant"
Infrastructure Engineers

By: 
Philip Wagner, City Manager

By: 

Date: 12/6/17

Date: 12-15-17

Approved as to form:

By 
Arnold M. Alvarez-Glasman, City Attorney

Attest:

By 
Kristina Santana, City Clerk



Method of Compensation

The method of compensation for each type of service is as follows:

City Engineer Retainer: \$3,768 Lump sum per month

For the proposed retainer fee Infrastructure Engineers proposes to provide 24 hours of City Engineering services. The City Engineer/Deputy City Engineer will attend all City Council meetings and any Traffic Commission meetings, as requested by the Director of Public works. During other hours of the week, the City Engineer will be available to respond to any City enquiries via email or telephone calls. The retention payment will provide the City up to 24 hours per month of City Engineering Services. Any hours beyond 24 hours will be charged as extra.

Traffic Engineer Retainer: \$1,807 Lump sum per month

Traffic Engineer will be available to respond to any inquiries from the City by email or phone calls during any business hours and attend any traffic commission meetings that director of Public Works may require. The lump sum fee will cover the hours up to 13 hours per month of Traffic engineering services. Any hours beyond the 13 hours per month will be at the hourly rate of \$139 per hour.

Water Engineer: Hourly rate per Hourly Rate Schedule

It is estimated the Water Engineer will be available to provide engineering consultation on various City water matters on as-needed bases. Based on the current work load, we anticipate those services will be approximately eight (8) hours per month. The fee for these services will be based on rates listed in the Hourly Rate Schedule.

Planning/Redevelopment Agency Engineer Retainer: \$1,192 Lump sum per month

The retainer will provide the City up to eight (8) hours per month of consultation on various development projects. Services may include participation at meetings, attendance at the Planning Commission meetings, review of development plans or other assignments from the Community Development Department. Any hours beyond 8 hours per month will be charged at \$149 per hour.

Public Works Permit and Inspection: \$89/hour (hourly rates)

An estimated two (2) days per week, three (3) hours per day of utilities/public works permits and inspection services will be provided at the rate of \$89 per hour.

Public Works Projects

Other public works studies, reviews and projects not listed here will be charged at hourly rates as listed in the Infrastructure Engineers 2017 Hourly Rate Schedule (attached). A lump sum, not-to-exceed fee will be provided at the start of each task.



Capital Improvement Projects: Percentage of the total cost of final contract construction

Capital improvement design fees will be based on the estimated cost of construction. Once the project is defined, the engineering team will estimate the construction cost and, in accordance with the chart below, will set the design fee. After finalization of design and upon receiving formal bids for construction of the project, the actual design fee will be determined and the engineering design fee will be adjusted to reflect the exact amount.

Construction costs will be the average of three (3) lowest bids for the project. If there are only two (2) bids, the average of two (2) bids will be used for construction cost.

- Construction cost less than \$499,999 the design fee will be 9% of the construction cost
- Construction cost \$500,000 - \$999,999..... the design fee will be 8% of the construction cost
- Construction cost \$1,000,000 – 4,999,999..... the design fee will be 7% of the construction cost
- Construction cost over \$5,000,000 the design fee will be 6% of the construction cost

In addition to these percentages, Infrastructure Engineers fees for project management and administration will be 4% of the construction cost. In addition, funding management will be 1.5% for local funds and 2.5% for state and federally funded projects.

Construction Management and Inspection: Percentage of total construction cost

Upon receiving the bids for the construction of a capital improvement project, the engineering team will prepare the fee for construction management and inspection services in accordance with the following chart. The fee will be calculated based on average cost of the three (3) lowest bids and, if there are only two (2) bids, an average of two bids will be used.

- Construction cost less than \$499,999 the CM services 3% + inspection services 4.5% for a total fee of 7.5% of the construction cost
- Construction cost \$500,000 - \$999,999..... the CM services 3% + inspection services of 4% for a total fee of 7% of the construction cost
- Construction cost \$1,000,000 and more the CM Services fee of 3% + Inspection services of 3% for a total fee of 6% of the construction cost

Labor compliance will be charged on an as-needed basis and based on actual hourly rates per the Hourly Rate Schedule.

NPDES: Hourly rates

All NPDES services will be provide on as-needed bases at the following rates:

- Program Manager\$175/hour
- Senior Engineer\$168/hour
- Engineering Associate..... \$125/hour
- Engineering Assistant\$105/hour



Other Services: Hourly rates not-to-exceed a negotiated lump sum

Other fees will be based on Infrastructure Engineers 2017 Hourly Rate Schedule attached to this proposal

Building and Safety and Civil Engineering Plan Checks: 65% of the building plan check fees, based on Los Angeles County's latest fee schedule and hourly rate. If the City uses its "City Fees" for public works projects, then civil engineering fees will be charged at 90% of those City fees.

Plan check fees include first, second and third plan checks. Fourth and all subsequent plan checks will be at the plan checkers' hourly rate listed here. The rates listed here are Infrastructure Engineers' discounted rates for the City of Bell Gardens only, due to our long-term relationship with the City. Expedited plan checks will be provided at 90% of the plan check fees. Fourth and subsequent plan checks will be charged at 1.75 times the normal hourly rate.

Building Official.....	\$147
Plan Check Engineer	\$137
Plan Examiner	\$126
Sr. Building Inspector.....	\$105
Building Inspector	\$88
Counter technician	\$79

Notes:

Land surveying, geotechnical services and funding administration and compliance for capital projects will be provided by subconsultants. The fee for these services will be a negotiated cost + 15%.

Any other subconsultant services that might be needed will be charge at a negotiated cost + 15%.

Hourly rates and the retainer fees are subject to increases at the annual Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles area increase rates or a 5% increase, whichever is greater, effective July 1, 2019 and all subsequent years. We will inform the City of the rate of increase by April of each succeeding year.

2017 HOURLY RATE SCHEDULE
As of July 1, 2017



Principal in Charge	\$205	Municipal Engineering Support	
Civil Engineering		Interim City Manager	\$194
Project Manager	\$168	Assistant/Deputy City Manager	\$173
Senior Engineer	\$147	City Engineer	\$157
Senior Plan Check Engineer	\$157	City Traffic Engineer	\$147
Plan Check Engineer	\$147	Deputy City Engineer	\$147
Engineering Associate	\$125	Deputy City Traffic Engineer	\$142
Engineering Assistant	\$105	Plan Check Engineer	\$157
GIS Analyst	\$136	Plan Checker	\$136
CAD Manager	\$136	CIP Manager	\$168
CAD Operator	\$100	Engineering Technician	\$89
Traffic Engineering		Building & Safety	
Principal Engineer	\$168	Building Official	\$157
Senior Traffic Engineer	\$142	Plan Check Engineer	\$147
Traffic Engineer	\$136	Plan Examiner	\$136
Plan Checker	\$136	Senior Building Inspector	\$115
Engineering Associate	\$125	Building Inspector	\$98
Engineering Assistant	\$105	Counter Technician	\$89
Engineering Technician	\$89	Water/Wastewater/NPDES	
Surveying		Water Engineer	\$158
Project Manager	\$168	Program Manager (NPDES)	\$175
Survey Analyst	\$136	Senior Water Engineer	\$168
Plan Checker (Subdivision & Survey Document)	\$147	Engineering Associate	\$125
Construction Management		Engineering Assistant	\$105
Construction Manager	\$168	Architectural Services	
Resident Engineer	\$157	Principal Architect	\$180
Scheduler/Controller	\$136	Development Manager	\$180
Senior P.W. Observer	\$105	Senior Architect	\$168
Public Works Observer	\$89	Architect	\$157
Technician	\$85	Technician	\$145
Utilities Coordinator	\$115	Administrative & Clerical Services	
Program Management		Organizer/Supervisor	\$100
Project Director	\$175	Administrative Assistant	\$85
Sr. Program Coordinator	\$125	Clerk Typist	\$74
Program Assistant	\$105	Other Charges	
Labor Compliance Coordinator	\$95	Delivery	\$100
Fund Administrator	\$125	Mileage (Current federal guideline rate @ time of billing)/Mile	
Community Development & Planning		Travel	Cost + 15%
Director	\$180	Reimbursements	Cost + 15%
Planning Manager	\$155		
Principal Planner	\$150		
Project Manager	\$160		
Senior Planner	\$137		
Associate Planner	\$125		
Planning Technician	\$80		

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time.

**AMENDMENT TO THE ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF BELL GARDENS AND
INFRASTRUCTURE ENGINEERS**

This amendment (AMENDMENT) to the engineering services agreement ("AGREEMENT") is entered into by and between the City of Bell Gardens, a California municipal corporation ("CITY") and Infrastructure Engineers ("CONSULTANT"), this 31st day of January, 2019.

The CITY has entered into an Agreement with the United States of America through its Department of Housing and Urban Development (HUD) to execute the LOS ANGELES COUNTY Community Development Block Grant (CDBG) Program under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and

WHEREAS, CITY AND CONSULTANT entered into a certain agreement dated November 27, 2017 for engineering services; and

WHEREAS, the engineering services provided by CONSULTANT are necessary for various Community Development Block Grants (CDBG) funded projects, and City will use CDBG funds to pay for these services; and

WHEREAS, the CONSULTANT will assist the CITY in utilizing such funds.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises CDBG contract and federal provisions CITY and CONSULTANT hereby agree to amend the professional services agreement of November 27, 2017, to add a new Section 19, and accompanying exhibits, to read as follows: "Section 19. Consultant's Compliance with CDBG Requirements. Consultant hereby agrees to abide by all requirements set forth in Exhibits B, C, and D, attached hereto, in relation to Consultant's provisions of services as previously set forth in Section 5 of this agreement."

All other terms and conditions of the Agreement shall remain unaffected by this Amendment.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Bell Gardens

"Consultant"
Infrastructure Engineers

By: 
Chris Daste, Acting City Manager

By: 

Date: 2/6/19


Date: 2/11/2019

Attested:

By: 
Kristina Santana, City Clerk

Date: February 6, 2019

Approved as to form:


By: RICK R. OLIVAREZ, INTERIM CITY ATTORNEY
Rick R. Olivarez, Interim City Attorney

Date: FEB. 6, 2019

EXHIBIT B

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACT AND FEDERAL PROVISIONS

During the performance of this Agreement, CONSULTANT agrees to comply with the following Federal provisions:

1. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

D. Executive Order 11246 requires that during the performance of this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

E. Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

F. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

G. Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded in whole or in part with funds made available under this title.

H. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply.

2. Conflict of Interest

The Consultant, its agents and employees shall comply will all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Section 570.611 and 24 CFR Part 85, Section 85.38(b). The Consultant agrees to incorporate the language found in this Section, Conflict of Interest, in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State and County laws.

The general rule shall be that no person described in the *Persons covered* section below of this Section, Conflict of Interest, who exercise, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Persons covered-The conflict of interest provisions of this Section, Conflict of Interest, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of the Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the County or County of Los Angeles Community Development Commission. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the County any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the County's and/or Commission's interest and the interests of the third parties.

3. Records and Audits

The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be

retained five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the CITY. (24 CFR Part 84, Sec. 84.53)

4. County Lobbying Certification.

The Consultant certifies that:

A. It is understood that each person/entity/firm who applies for a Community Development Commission contract, as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 9.-0031) and;

B. That all persons/entity/firm who seek a contract with the Community Development Commission shall be disqualified therefrom and denied that contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

5. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program:

A. The Consultant acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Consultant qualifies for an exemption or exclusion, the Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

B. Failure of the Consultant to maintain compliance with the requirements set forth in the "County's Defaulted Property Tax Reduction Program " shall constitute default under this Agreement. Without limiting the rights and remedies available to the City under any other provision of this Agreement, failure of the Consultant to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this Agreement pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

6. Federal Lobbying Certification.

The Consultant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

C. The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontracts shall certify and disclose accordingly.

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION**

Name of Firm: Infrastructure Engineers Date: 12/11/18
Address: 3060 Saturn St. Suite 250
State: CA Zip Code: 92821 Phone No: 714-940-0100

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles:

1. It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
2. That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
3. That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: Farzad Dorran Title: CEO
Signature: [Handwritten Signature] Date: 12/11/18

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: Infrastructure Engineers Date: 12/11/18

Address: 3060 Saturn St. Suite 250

State: CA Zip Code: 92821 Phone No: 714-940-0100

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the Department of Housing and Urban Development (HUD) and the Community Development Commission, County of Los Angeles:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with the Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: Farhad Dorrani Title: CEO

Signature: [Signature] Date: 12/11/18



City of
BELL GARDENS

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

October 5, 2020

Farzad Dorrani, CEO
Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821

Re: Letter Agreement for One (1) Year Extension to Infrastructure Engineers Agreement

Dear Mr. Dorrani,

This Letter confirms the mutual agreement between the City of Bell Gardens ("City") and Infrastructure Engineers ("Consultant") (collectively the "Parties") to extend the existing agreement between the Parties for professional engineering services. The term of the existing Agreement is for three years beginning on the date set on November 27, 2017 with an option to renew for two additional years exercisable by the City Manager.

Accordingly, the City and Consultant now desire to extend the term of the Agreement one (1) year for the period commencing November 27, 2020 and ending November 27, 2021 ("Extension Term"). The Parties agree that all remaining terms of the Agreement shall remain in full force.

By executing below, the undersigned Parties agree to the Extension Term as described herein.

Please sign where indicated below and return the signed original of this Letter to address above at your earliest convenience. If you have any questions, please feel free to contact me at (562) 334-1790.

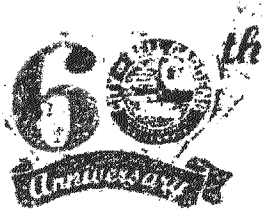
Sincerely,

City of Bell Gardens ("City")

Michael B. O'Kelly, City Manager

Infrastructure Engineers ("Consultant")

Farzad Dorrani, CEO



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

October 5, 2021

Sid J. Mousavi, Chief Executive Officer
Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821

Re: Letter Agreement for One (1) Year Extension to Infrastructure Engineers Agreement

Dear Mr. Mousavi,

This Letter confirms the mutual agreement between the City of Bell Gardens ("City") and Infrastructure Engineers ("Consultant") (collectively the "Parties") to extend the existing agreement between the Parties for professional engineering services. The term of the existing Agreement is for three years beginning on the date set on November 27, 2017 with an option to renew for two additional years exercisable by the City Manager.

Accordingly, the City and Consultant now desire to extend the term of the Agreement one (1) year for the period commencing November 27, 2021 and ending November 27, 2022 ("Extension Term"). The Parties agree that all remaining terms of the Agreement shall remain in full force.

By executing below, the undersigned Parties agree to the Extension Term as described herein.

Please sign where indicated below and return the signed original of this Letter to address above at your earliest convenience. If you have any questions, please feel free to contact me at 562-806-7702.

Sincerely,

City of Bell Gardens ("City")



Michael B. O'Kelly, City Manager

Infrastructure Engineers ("Consultant")



Sid J. Mousavi, Chief Executive Officer

EXHIBIT "B"
REVISED RATE SCHEDULE

City of Bell Gardens

2022-2023 HOURLY RATE SCHEDULE (effective March 1, 2022)



Principal in Charge	\$238	Community Development— Environmental & Planning	Fire Prevention	
Civil Engineering/Traffic Engineering		Director	Fire Marshal	\$165
Project Manager	\$185	Development Services Manager	Fire Investigator	\$154
Principal Engineer	\$180	Project Manager	Fire Plans Examiner	\$143
Senior Engineer	\$170	Planning Manager	Senior Fire Inspector	\$138
Senior Plan Check Engineer	\$175	Principal Planner	Fire Inspector	\$120
Plan Check Engineer	\$165	Senior Planner	Counter Technician	\$93
Associate Engineer	\$155	Associate Planner	Architectural Services	
Assistant Engineer	\$145	Assistant Planner	Director	\$200
Engineering Associate	\$135	Planning Technician	Studio Manager	\$184
Engineering Assistant	\$115	CEQA/NEPA Specialist	Senior Project Manager/	\$176
GIS Analyst	\$150	Environmental Specialist	Senior Architect	
CAD Manager	\$135	Senior Environmental Planner	Project Manager/Project Architect	\$155
CAD Designer	\$110	Environmental Planner II	Senior Job Captain	\$126
CAD Technician	\$100	Environmental Planner I	Job Captain	\$105
Engineering Technician	\$105	Environmental Technician	Drafter	\$90
Principal Traffic Engineer	\$185	Municipal Engineering Support	Program Management/Public Outreach	
Senior Traffic Engineer	\$170	Interim City Manager	Program Director	\$184
Traffic Engineer	\$150	Assistant/Deputy City Manager	Web Designer	\$150
Water/Wastewater/NPDES		City Engineer	Media Specialist	\$145
Senior Water Engineer	\$167	City Traffic Engineer	Program Coordinator	\$135
Water Engineer	\$158	Deputy City Engineer	Photographer	\$128
Program Manager (NPDES)	\$168	Deputy City Traffic Engineer	Outreach Specialist	\$125
Inspector (NPDES)	\$110	Plan Check Engineer	Interpreter/Translator	\$125
Environmental Scientist	\$105	Plan Examiner	Production Assistant	\$85
Surveying		CIP Manager	Fund Administrator	\$138
Project Manager	\$185	Associate Engineer	Labor Compliance Coordinator	\$105
Plan Checker	\$162	Engineering Associate	Administrative & Clerical Services	
(Subdivision & Survey Document)		Engineering Assistant	Organizer/Supervisor	\$108
Survey Analyst	\$150	Engineering Technician	Administrative Assistant	\$90
Survey Crew (2-man)	\$236	Building & Safety	Clerk Typist	\$80
Survey Crew	\$278	Building Official	Other Charges	
(2-man, prevailing wages)		Plan Check Engineer	Delivery	\$110
Construction Management		Landscape Plan Checker	Mileage (Current federal guideline rate @ time of billing)/Mile	
Construction Manager	\$188	Senior Certified Access Specialist	Travel	Cost + 15%
Resident Engineer	\$188	Certified Access Specialist	Reimbursements	Cost + 15%
Scheduler/Controller	\$163	Plans Examiner		
Utilities Coordinator	\$138	Code Enforcement Manager		
Senior PW Observer/Inspector	\$130	Code Enforcement Officer		
Senior PW Observer/Inspector	\$191	Senior Building Inspector		
(prevailing wages)		Building Inspector		
PW Observer/Inspector	\$113	Grading Inspector		
PW Observer/Inspector	\$159	Counter Technician		
(prevailing wages)				

Additional billing classifications may be added to the above list throughout the year as new positions are created. The above schedule is for straight time. Overtime will be charged at 1.5 times. Sundays and Holidays are charged at 2.0 times the standard time. Deposition and court appearances will be charged at 1.5 times the listed billing rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2023

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 Klein Agency, LLC P.O. Box 219 Timonium MD 21094	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Charter Oak Fire Insurance Co
Bowman Infrastructure Engineers LTD	INSURER B: Travelers Indemnity Co. of Am
3060 Saturn Street, Suite 250	INSURER C: Travelers Property Casualty Co. of America
Brea CA 92821	INSURER D: Berkshire Hathaway Specialty Insurance
	INSURER E: Beazley Insurance Company
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23-24 Infrastructure Eng. **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6306J047645	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			8108T020319	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP6J395074	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 25,000,000
		<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6J317115	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47-EPP-330666-01	08/31/2023	08/31/2024	Each Claim/Aggregate	\$ 5,000,000
							Excess Each Claim/Aggr.	\$ 5,000,000

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

Endorsements CGD604, CGD414, GD379, CAF129, CAT474 WC000313 are attached. If required by an insured written contract, executed prior to any loss, City of Bell Gardens, its officers, employees, agents and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of Bell Gardens
 7100 Garfield Avenue

 Bell Gardens CA 90201

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and

that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

- 1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|--|--|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

- 1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- 2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

COMMERCIAL GENERAL LIABILITY

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

POLICY NUMBER: UB-6J317115-23-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Veronica Sanchez

From: Andrew Tse
Sent: Monday, December 18, 2023 9:33 AM
To: Veronica Sanchez
Cc: Bernardo Iniguez
Subject: RE: COI - Bowman Infrastructure Engineers

Hi Veronica,

That is fine. Please include a copy of this email with the certificate as evidence as such. Thanks.

Andy

From: Veronica Sanchez <VSanchez@Bellgardens.org>
Sent: Monday, December 18, 2023 9:29 AM
To: Andrew Tse <ATse@bellgardens.org>
Cc: Bernardo Iniguez <Biniguez@bellgardens.org>
Subject: RE: COI - Bowman Infrastructure Engineers

Good Morning Andy,

Hope you had a nice weekend! This was the explanation we received on the requested changes to the COI from Bowman Infrastructure Engineers.

Below is the explanation from our insurance broker, please let me know if this will satisfy the request from the City:

1. Your GL policy has what is called a blanket additional insured endorsement. That means as long as you have a contract that requires you to have the City of Bell Gardens as an additional insured, then they are considered an additional insured.
2. Your Auto forms are called "Virginia Business Auto Coverage Extension Endorsement" because Bowman is based out of Virginia. This is just a naming convention of Travelers and has no factor on the coverage. This does not exclude California in any way.

Please confirm if this is acceptable.

Thank you,
Veronica

From: Andrew Tse <ATse@bellgardens.org>
Sent: Wednesday, December 13, 2023 10:58 AM
To: Veronica Sanchez <VSanchez@Bellgardens.org>
Cc: Bernardo Iniguez <Biniguez@bellgardens.org>
Subject: RE: COI - Bowman Infrastructure Engineers

Hi Veronica,

Could they please name City of Bell Gardens as additionally insured on the insurance endorsement? Also, the auto addendum is for the State of Virginia. Could they please obtain a California addendum from their carrier? Thanks.

Andy

From: Veronica Sanchez <VSanchez@Bellgardens.org>
Sent: Wednesday, December 13, 2023 8:20 AM
To: Andrew Tse <ATse@bellgardens.org>
Cc: Bernardo Iniguez <Biniguez@bellgardens.org>
Subject: COI - Bowman Infrastructure Engineers

Hi Again,

Can you confirm that this COI for Bowman Infrastructure Engineers is satisfactory?
The Fourth Amendment to the Professional Services Agreement is attached for reference.

Thank you,
Veronica Sanchez
City of Bell Gardens
Department of Public Works
8327 Garfield Avenue
Bell Gardens, CA 90201
562-806-7770

RESOLUTION NO. 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING A FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND BOWMAN INFRASTRUCTURE ENGINEERS LTD. DBA INFRASTRUCTURE ENGINEERS

WHEREAS, on November 27, 2017, the City of Bell Gardens (“City”) entered into a Professional Services Agreement with Infrastructure Engineers for engineering services; and

WHEREAS, the Master Agreement was revised by way of an Amendment that was executed on January 31, 2019 (hereinafter, “First Amendment”); and

WHEREAS, the Master Agreement was later extended by way of a side letter that was executed on October 5, 2020 (hereinafter, “Side Letter No. 1”); and

WHEREAS, the Master Agreement was once again extended by way of a side letter that was executed on October 5, 2021 (hereinafter, “Side Letter No. 2”); and

WHEREAS, on June 13, 2022, the Master Agreement was further amended by way of a second amendment (hereinafter, the “Second Amendment”) for purposes of extending the Agreement for an additional one (1) year to allow the City to undergo a rigorous Request for Proposals (“RFP”) Process for engineering services; and

WHEREAS, on November 13, 2023, the Master Agreement was further amended by way of a third amendment (hereinafter, the “Third Amendment”) for purposes of extending the Agreement through December 31, 2023; and

WHEREAS, on December 11, 2023, the Master Agreement was further amended by way of a fourth amendment (hereinafter, the “Fourth Amendment”) for purposes of extending the Agreement for an additional one (1) month, to January 31, 2024; and

WHEREAS, staff is currently reviewing the proposals and conducting interviews received and anticipates making a recommendation at a Council Meeting in February of 2024; and

WHEREAS, the Parties wish to modify the Agreement to extend the Term of the Agreement to February 29, 2024, to prevent a lapse in services.

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

SECTION 1. The City Council, after consideration of the staff report and discussion, hereby finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. Based upon the above recitals, the staff report accompanying this Resolution, and such other oral and written evidence, the Bell Gardens City Council hereby approves a Fifth Amendment to the Agreement with Bowman Infrastructure Engineers Ltd. dba Infrastructure Engineers which is attached to the staff report as Exhibit 2.

SECTION 3. The City Council further authorizes and directs the City Manager and staff to execute the Fifth Amendment and take all actions necessary and appropriate to implement and effectuate the intent of the City Council as set forth in 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 22nd day of January, 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



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

AGENDA REPORT

Item 10.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Bernardo Iniguez, Director of Public Works/Facilities
Elizabeth Nava, Director of Recreation & Community Services
SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR THE JOHN ANSON FORD PARK
REGIONAL AQUATICS CENTER IMPROVEMENTS (CIP NO. 3888) (CDBG PROJECT
NO. 602095-19)**
DATE: January 22, 2024

RECOMMENDATION:

It is staff's recommendation that the City Council by motion:

1. Award a Construction Contract to Bernards Bros. Inc. for the John Anson Ford Park Regional Aquatics Center Improvements; CIP 3888; CDBG Project No. 60295-19;
2. Authorize the City Manager to execute the Construction Contract, subject to City Attorney approval as to form; and
3. Authorize the City Manager to approve change orders that may be necessary during construction to cover any unforeseen condition in an amount not to exceed 6% of the Construction Contract.

BACKGROUND/DISCUSSION:

On August 24, 2023, the City released a Request for Qualifications (RFQ), pursuant to Public Contract Code §20101, to prequalify general contractors wishing to bid on the John Anson Ford Park Regional Aquatics Center Improvements (the "Project"). Four (4) Statements of Qualifications (SOQs) were received from prospective bidders by the submittal deadline on September 21, 2023.

The four SOQs were reviewed to ensure all mandatory requirements of the RFQ were met. The SOQs were further reviewed by an Evaluation Committee (Committee) comprised of the Director of Public Works/Facilities, Director of Recreation & Community Services, and representatives from Ardurra, the Project's Construction Management and Inspection firm, and RJM Design Group (RJM), the Project's designer. Based on the Committee's evaluation, all respondents to the RFQ were deemed by the Committee to be responsive and qualified.

On November 13, 2023, the City Council determined that the following contractors were qualified to bid on the Project and approve the following Prequalified Prospective Bidders List (PPBL) listed in alphabetical order:

- Balfour Beatty Construction, LLC (Newport Beach, CA)
- Bernards Bros. Inc. (San Fernando, CA)
- Morillo Construction Inc. (Pasadena, CA)
- S.J. Amoroso Construction Co., LLC (Costa Mesa, CA)

On November 13, 2023, the City Council also approved the plans and specifications and authorized staff to solicit bids for the Project from the prospective bidders listed on the PPBL. The Project scope of work includes the removal of an unpermitted underground storage tank; abatement of asbestos and lead based paint of the existing building; coordination to disconnect the power from the pool building and temporarily connect the existing Recreation Office building; demolition of the existing pool building, pool walls, landscape and hardscape; preliminary site grading and final grading; erosion and stormwater pollution control; installation of temporary construction fencing; construction of a new ADA-compliant aquatics center building that includes a lobby, check-in and administrative offices, restrooms with lockers and showers, family changing rooms, pool mechanical room, new pool storage room, new mechanical room, new electrical room, storage room, lifeguard room, and a fitness center; construction of competition swimming pool, activity pool, therapy pool, pool deck, piping, equipment and finishes as shown on the plans; installation of new shade structures, bleacher seating, performance stage, terraced lawn seating, outdoor fireplace, perimeter walls, low walls, site hardscape paving, monument sign wall, site lighting, fencing, gates, tree and shrub plantings, irrigation, fencing, lighting and all other items shown and identified in the Project plans and specifications. The total contract period for the Project is Three Hundred Sixty (360) working days.

On November 15, 2023, the Notice Inviting Sealed Bids (NISB) was provided to the prospective bidders listed on the PPBL, was posted on the City’s website, and was published in the local newspaper of general circulation (the Daily Journal) on November 23, 2023, and November 30, 2023, in accordance with Public Contract Code § 20164.

On January 16, 2024, the City received a total of three (3) bid proposals for the Project by the bid deadline, which were publicly opened. The bid summary is illustrated below:

Bidder	Bid Amount
Bernards Bros. Inc.	\$26,334,000
S.J. Amoroso Construction Co., LLC	\$27,857,000
Morillo Construction, Inc.	\$28,577,000

Staff and the City’s consultants, Ardurra and Michael Baker International, conducted an analysis of the apparent lowest bidder, Bernards Bros. Inc. (“Bernards”). This analysis included a review of their bid schedule, bid bond, license, references, and all required documentation. Bernards’ license is current and active and reference checks revealed that Bernards’ previous projects were completed satisfactorily. Bernards’ Department of Industrial Relations (DIR) Registration was also reviewed and deemed satisfactory. Bernards signed and submitted all required forms, provided a project announcement to the local community, and performed Section 3 outreach during the bidding phase. It has been determined that Bernards is the lowest responsive and responsible bidder. Therefore, staff recommends awarding a Construction Contract to Bernards for a total contract amount of \$26,334,000.

ENVIRONMENTAL ANALYSIS:

Pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000, et seq.) and CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000, et seq.), the City conducted an environmental assessment. Based on the environmental assessment, the Project was determined to be categorically exempt pursuant to CEQA Guidelines § 15302, Class 2 (Replacement or Reconstruction), since the Project consists of the replacement or reconstruction of an existing facility where the new facility will be located on the same site as the facility being replaced, and will have substantially the same purpose and capacity. A Notice of Exemption was prepared and filed with the L.A. County Registrar-Recorder’s Office.

Pursuant to the National Environmental Policy Act (NEPA), Title 24, Section 58.35 of the U.S. Code of Federal Regulations (CFR) lists various categories of projects that are “excluded” from the detailed analysis of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), including rehabilitation of buildings

and improvements when two conditions are met: (a) the facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (b) the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another (24 CFR § 58.35(a)(3)(iii)). The Project is within this category because the 50-meter pool and ancillary buildings will be reconstructed on the same footprints as the existing structures, and the new therapy pool does not expand the facility's capacity by more than 20 percent. The U.S. Department of Housing and Urban Development (HUD) has jurisdiction over the NEPA environmental documentation process for HUD Community Project Funding, which is being used to partially fund the Project. For categorically excluded projects, HUD requires that the grant recipient show that the Project does not exceed a set of thresholds. A Part 58 Environmental Assessment Form (Assessment Form) was prepared to substantiate the use of a Categorical Exclusion from NEPA requirements for the Project. The Assessment Form is on file with the City.

CONCLUSION:

If the Construction Contract is awarded, staff will process the Construction Contract for signatures and coordinate a pre-construction meeting.

FISCAL IMPACT:

The Project will be partially funded with \$6 million from a Land and Water Conservation Fund grant from State Parks, \$4 million from L.A. County Supervisor Janice Hahn, \$2 million from a Local Assistance Specified Grant from former Assembly Member Cristina Garcia, \$1.5 million from HUD Community Project Funding from former Congresswoman Lucille Roybal-Allard, and \$3.17 million in CDBG funds. The total amount of grants currently allocated for the Project is \$16,670,000. A total of \$14,600,000 from the general fund has been appropriated for the Project, for a total Project budget of \$31,270,000.

The estimated total Project expenditures are as follows:

Design (RJM Design Group)	\$1,045,100
Labor Compliance (Michael Baker International)	\$224,200
Construction Management & Inspection (Ardurra)	\$2,040,400
Construction Cost (Bernards)	\$26,334,000
Construction Contingency (6%)	\$1,563,000
Publication & Misc. Costs	\$1,200
TOTAL ESTIMATED PROJECT COST	\$31,270,000

Staff will continue to seek outside funding sources to minimize the impact to the general fund.

ATTACHMENTS:

Exhibit 1 - Construction Contract

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
CONSTRUCTION CONTRACT
FOR
JAFP REGIONAL AQUATICS CENTER IMPROVEMENTS
C.I.P. NO. 3888
CDBG NO. 602095-19
IN THE CITY OF BELL GARDENS

THIS CONSTRUCTION CONTRACT (hereinafter, "Contract") is made and entered into this _____ day of _____ 2024 (hereinafter, the "Effective Date") by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and BERNARDS BROS. INC. (hereinafter, "CONTRACTOR"). For the purposes of this Contract, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires public works construction services for the John Anson Ford Park Regional Aquatics Center Improvements (hereinafter, the "Project"); and

WHEREAS, on August 24, 2023, the City released a Request for Qualifications ("RFQ"), pursuant to Public Contract Code §20101, to prequalify general contractors wishing to bid on the Project; and

WHEREAS, four (4) Statements of Qualifications ("SOQ") were received from prospective bidders by the submittal deadline on September 21, 2023; and

WHEREAS, on November 13, 2023, the City Council determined that all four SOQ qualified to bid on the Project and were placed on the Prequalified Prospective Bidders List ("PPBL"); and

WHEREAS, on November 13, 2023, the City Council approved the plans and specifications and authorized staff to solicit bids for the Project from the prospective bidders listed on the PPBL; and

WHEREAS, CITY issued notice inviting competitive bids for the Project on November 15, 2023; and

WHEREAS, following the opening of bids on January 16, 2024, CONTRACTOR

was determined to be the lowest responsive and responsible bidder for the Project.

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

ARTICLE I (CONTRACT DOCUMENTS)

The contract documents for the Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, any and all addenda, Proposal, Bidder Information, all required bonds, insurance certificates, this Contract, permits, notices, affidavits and any future supplemental agreements or Contract change orders, as they may be approved by CITY. (hereinafter "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II (WORK TO BE PERFORMED)

CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner the Project, as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives.

ARTICLE III (CONTRACT PRICE)

CITY agrees to pay and the CONTRACTOR agrees to accept, in full payment for the work above agreed to be done, the sum of **TWENTY-SIX MILLION THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$26,334,000)** for the Project (hereinafter, the "Bid Price"). CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

As authorized by the City Council at its Regular Meeting of January 22, 2024, and subject to any applicable restrictions set forth under the Bell Gardens Municipal Code as the same may be amended from time to time or applicable State law, CITY, in its sole and absolute discretion, may authorize expenditures in excess of the Bid Price without further

City Council approval provided such additional expenditures do not cumulatively exceed an amount equal to six percent (6%) of the Bid Price. Any such additional expenditures must be approved by the City Manager in writing before they may be incurred.

ARTICLE IV (NOTICE AND SERVICE THEREOF)

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

- (a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of Bell Gardens
Public Works Department
Attn: Director of Public Works/Facilities
Bell Gardens City Hall
7100 Garfield Avenue
Bell Gardens, CA 90201

- (b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Vincent Lai, Vice President
Phone: 818-898-1521

- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ARTICLE V (INSURANCE)

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensations, or to undertake self-insurance in accordance with the provisions of that code and certified compliance with such provisions. CONTRACTOR further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate per diem

wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California. CONTRACTOR understands that project is funded with Federal funds and, as such, the project is subject to Federal prevailing wages. CONTRACTOR shall pay the higher of the Federal or State prevailing wages.

CONTRACTOR agrees to indemnify, defend and hold harmless CITY and all if its officers and agents from any claims, demand or causes of action, including related expenses, attorney’s fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completed Operations Hazard	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Contractual General Liability	\$1,000,000
Worker’s Compensation	Statute

A combined single-limit policy with aggregated limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits.

The issuer shall be an “admitted surety insurer” duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with the carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval, in writing, from the CITY.

Insurance shall name the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional. A copy of the endorsement, showing policy limits, shall be provided to the CITY on or before signing this contract.

ARTICLE VI (EXECUTION)

CONTRACTOR affirms that the signatures, titles and seals set forth hereinafter in execution of this Contract represent all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE VII (COMPLETION DATE)

The total Contract time for completion of this project is Three Hundred Sixty (360) working days from the effective date of notice to proceed to be issued by the CITY.

The liquidated damage for this project is Five Hundred Dollars (\$500) per calendar day for each calendar day the project is not completed to the satisfaction of the CITY within the contract time including any extension of time granted by the CITY.

ARTICLE VIII (RECORDS & AUDITS)

CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for 5 years after the expiration of this contract unless permission to destroy them is granted by the CITY.

ARTICLE IX (PREVAILING WAGES)

(a) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

(c) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The CONTRACTOR shall, as a penalty to the CITY, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by a subcontractor.

(d) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1776 which requires CONTRACTOR and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the CITY of the location of the records. CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(e) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(f) CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the CITY. CONTRACTOR shall, as a penalty to the CITY, forfeit twenty-five

dollars (\$25) for each worker employed in the execution of the contract by the CONTRACTOR or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. CONTRACTOR may, with the approval of the Director of Public Works/Facilities, or their designee, use its employees to carry out work on the Project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

- Week days (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(g) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

ARTICLE X (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or subcontractor to pay any subcontractor not later than ten (10) days of receipt by CONTRACTOR of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a CONTRACTOR or subcontractor to pay a subcontractor no later than thirty (30) days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of CITY. Section 7108.5 of the California Business and Professions Code also contains

enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

Federal Regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to a subcontractor:

1. CITY may decline to hold retainage from CONTRACTOR and prohibit CONTRACTOR and subcontractors from holding retainage from subcontractors.

2. CITY may decline to hold retainage from CONTRACTOR and include a contract clause, obligating CONTRACTOR and subcontractors to make prompt and full payment of any retainage kept by CONTRACTOR or subcontractor to all subcontractors within thirty (30) days after the subcontractor's work is satisfactorily completed.

3. CITY may hold retainage from CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the Contract, pay retainage to CONTRACTOR based on the acceptances, and include a contract clause obligating CONTRACTOR and subcontractors to pay all retainage owed to all subcontractors for satisfactory completion of the accepted work within thirty (30) days after receipt of the retainage. This clause must require the prompt release of retainage payments from CONTRACTOR to the subcontractor within a specified number of days after the subcontractor's work is satisfactorily completed.

In the above methods, a subcontractor's work is satisfactorily completed when all tasks called for in the subcontract have been accomplished and documented as required by CITY. The work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed, when CITY has made an incremental acceptance of a portion of the Contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of CITY, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the Contract.

Annually, the local agencies choose one of the above three methods to ensure prompt pay. CITY's choice will be reported to Caltrans when it completes the "Annual DBE Submittal Form" (Exhibit 9-B).

(SIGNATURES ON NEXT PAGE)

IN WITNESS THEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Construction Contract to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____

(Signature)

Name and Title (Printed) _____

CONTRACTOR'S License No. _____ License Class _____

CONTRACTOR Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

CITY: _____
City Manager

Attested: _____
City Clerk

Date _____

Approved as
to form: _____
City Attorney

Date _____

“Contract Documents”

Due to size limitations, Contract Documents can be found in the below link:

<https://www.bellgardens.org/Home/Components/RFP/RFP/170/304>



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

AGENDA REPORT

Item 11.

TO: Honorable Mayor and City Council Members
FROM: Michael O'Kelly, City Manager
BY: Daisy Gomez, City Clerk
SUBJECT: **LOCAL COMMISSIONS APPOINTMENT LIST**
DATE: January 22, 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 1 - 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 1/16/2024**

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
Vacant	Gomez	
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 Sanchez		1/23/2023
Isabel Duron	Barcena		1/09/2023
VACANT	Chavez	1/16/2024	
SENIOR CITIZEN COMMISSION			
VACANT	Gomez	7/05/2023	
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