



CITY OF BELL GARDENS
CITY COUNCIL / SUCCESSOR AGENCY TO THE COMMUNITY
DEVELOPMENT COMMISSION
JOINT MEETING
MONDAY, AUGUST 28, 2023, 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

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

PRESENTATIONS

- **PROCLAMATION HONORING DEAF AWARENESS MONTH**
- **CLIMATE EMERGENCY PRESENTATION**

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 AUGUST 14, 2023 CITY / SUCCESSOR AGENCY JOINT MEETING**

Approve the minutes of the August 14, 2023 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the August 14, 2023 City/Successor Agency Joint Meeting.

3. **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 08/08/23.

4. **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 07/27/23, 08/01/23, 08/03/23 and 08/08/23.

5. **APPROVAL OF UPDATE TO THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE THE CLASS SPECIFICATON OF OFFICE ASSISTANT**

The approval of this resolution would update the Citywide Classification and Compensation Plan to include the class specification of Office Assistant.

Recommendation:

It is staff's recommendation that the City Council Approve a resolution updating the Citywide Classification and Compensation Plan to include the class specification for Office Assistant.

6. TRANSFER OF FORMER COMMUNITY DEVELOPMENT COMMISSION PROPERTY (5811 1/2 LIVE OAK STREET) TO SUCCESSOR AGENCY

Transfer of the property located at 5811 ½ Live Oak Street (APN: 6227-004-800) ("Property" or "Little Rectangle") from Prime Frit El Portal, LLC, a California limited liability company ("Prime/Frit") to the Successor Agency by Quitclaim Deed ("Deed") (Exhibit 2), and subsequently transfer the Property back to the City of Bell Gardens ("City"); in order for the City to maintain the current wireless lease on the Property.

Recommendation:

It is staff's recommendation that the Successor Agency adopt the Resolution approving and accepting the transfer of the property located at 5811 ½ Live Oak Street (APN: 6227-004-800) ("Property" or "Little Rectangle") from Prime Frit El Portal, LLC, a California limited liability company ("Prime/Frit") to the Successor Agency by Quitclaim Deed ("Deed") (Exhibit 2), and subsequently transferring the Property back to the City of Bell Gardens ("City") for the purpose of maintaining the current wireless lease on the Property.

7. APPROVAL TO ENTER INTO A CONTRACT WITH BLACK & WHITE EMERGENCY VEHICLES INC.

The Police Department requests approval to enter into a contract with Black and White Emergency Vehicles, Inc. for the installation of emergency and electronics equipment for one Ford Police Interceptor Utility vehicle that was purchased and approved by the City Council on September 12, 2022.

Recommendation:

It is staff's recommendation that the City Council:

1. Approve an agreement with Black and White Emergency Vehicles, Inc. for the purchase and installation of emergency and communications equipment for one previously purchased Ford Police Interceptor Utility vehicle that was approved by City Council on September 12, 2022 (Resolution 2022-93); and
2. Adopt a resolution authorizing the City Manager to execute an agreement with Black and White Emergency Vehicles, Inc.

8. CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF BELL GARDENS IS ELIGIBLE

CalRecycle makes grants available to local jurisdictions within the State. The proposed Resolution would enable the City of Bell Gardens to submit grant applications to CalRecycle for the next five years.

Recommendation:

It is staff's recommendation that the City Council approve the attached Resolution authorizing the submittal of application(s) for all CalRecycle grants for which the City of Bell Gardens is eligible for a period of five years.

9. CONSIDERATION OF A RESOLUTION DETERMINING AND AUTHORIZING AN ALL-WAY STOP CONTROLLED INTERSECTION AT SUVA STREET AND LOVELAND STREET

Adoption of the proposed Resolution would authorize the installation of an All-Way Stop Controlled Intersection at Suva Street and Loveland Street.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving the installation of an All-Way Stop Controlled Intersection at Loveland Street and Suva Street.

10. APPROVAL OF THE SECOND AMENDMENT TO THE SPONSOR AGREEMENT WITH THE LOS ANGELES CONSERVATION CORPS FOR THE TREES FOR BG PLANTING PROJECT

Adoption of the attached Resolution would authorize the City Manager to execute the Second Amendment to the Sponsor Agreement with the Los Angeles Conservation Corps.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Second Amendment to the Sponsor Agreement with the Los Angeles Conservation Corps for the Trees for BG Planting Project.

DISCUSSION (Item Nos. 11 - 12)

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.

12. APPOINTMENT OF COUNCIL MEMBERS TO SERVE ON THE BELL GARDENS AQUATIC CENTER CONSTRUCTION PROJECT AD HOC COMMITTEE

The Bell Gardens Aquatics Center Construction Project Ad Hoc Committee was formed on September 10, 2018. With the resignation of a former council member who was a member of the committee, it is appropriate at this time to appoint a new member to the committee.

Recommendation:

It is staff recommendation that the City Council, by motion, appoint a new member to the Bell Gardens Aquatic Center Construction Project Ad Hoc Committee.

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

ADJOURNMENT

Daisy Gomez, City Clerk

Agenda posted on August 24, 2023.



**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: August 28, 2023

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 AUGUST 14, 2023 CITY / SUCCESSOR AGENCY JOINT MEETING**
DATE: August 28, 2023

RECOMMENDATION:

It is staff’s recommendation that the City Council approve the minutes of the August 14, 2023 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 August 14, 2023 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, AUGUST 14, 2023, 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 August 14, 2023, in the Council Chambers, 7100 Garfield Avenue, Bell Gardens, CA with Mayor Francis de Leon Sanchez presiding. Mayor Francis de Leon Sanchez called the joint meeting to order at 6:08 p.m. Councilmember Maria Pulido joined the meeting at 6:20 p.m.

INVOCATION

The invocation was given by Minister Daniel Anguiano.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Gustavo Romo, Community Development Director.

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

Present:

Marco Barcena, Agency Member/Council Member
Maria Pulido, Agency Member/Council Member (joined 6:20 p.m.)
Jorgel Chavez, Vice Chair/Mayor Pro Tem
Francis De Leon Sanchez, Chair/Mayor

Absent:

None

PRESENTATIONS

- **PROCLAMATION FOR NATIONAL FENTANYL PREVENTION AND AWARENESS DAY**

Mayor Francis de Leon Sanchez read the certificate of recognition.

PUBLIC HEARING (Item No. 1)

1. **CONSIDERATION OF A RESOLUTION APPROVING AND AUTHORIZING A REIMBURSEMENT AGREEMENT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR THE CITY'S CONTINUED PARTICIPATION IN THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FOR YEAR 3 (2023) ALLOCATION TO IMPLEMENT THE PROGRAM DURING FISCAL YEAR (FY) 2023-2024**

It is staff's recommendation that the City Council conduct a public hearing and adopt the attached Resolution, approving and authorizing a reimbursement agreement with the Los Angeles County Development Authority for the City's participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program for Year 3 (2023) Allocation to implement the program during Fiscal Year (FY) 2023-2024.

Recommendation:

It is staff's recommendation that the City Council conduct a public hearing and adopt the attached Resolution, approving and authorizing a reimbursement agreement with the Los Angeles County Development Authority for the City's participation in the Los Angeles Urban County Permanent Local Housing Allocation (PLHA) Program for Year 3 (2023) Allocation to implement the program

during Fiscal Year (FY) 2023-2024.

Mayor Francis de Leon Sanchez opened the public hearing at 6:12 p.m.

Veronica Jaramillo, Housing Specialist of Community Development, provided a presentation.

PUBLIC COMMENT

Bruce Crow spoke in opposition to the item.

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

Mayor Francis de Leon Sanchez closed the public hearing at 6:33 p.m.

A motion was made by Mayor Pro Tem Jorgel Chavez, seconded by Councilmember Marco Barcena to approve staff's recommendation.

The motion carried 4-0 with the following vote:

AYES: Barcena, Pulido, Chavez, De Leon Sanchez

NOES: None

ABSENT: None

ABSTAIN: None

Resolution No. 2023-60 was approved.

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

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

Bruce Crow spoke in opposition to cannabis retail.

Kamille Salas, Culture Outreach and Campaigns at Catalyst Cannabis, spoke in support of cannabis retail.

Amber Tovar, Director of Culture Outreach and Campaigns at Catalyst Cannabis, spoke in support of cannabis retail.

Betty Gonzalez, Culture Outreach and Campaigns at Catalyst Cannabis, spoke in support of cannabis retail.

Andres Rivera spoke in support of cannabis retail.

Danielle Lopez, with Catalyst Cares, spoke in support of cannabis retail.

Aram Ekimyan, with One Up Montebello, spoke in support of cannabis retail.

Rogelio Rodriguez spoke in opposition to cannabis retail.

Armando Velzaquez spoke regarding Kiwanis Club and extended an invitation.

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

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

Bruce Crow spoke regarding Item No. 13.

Rogelio Rodriguez spoke regarding Item Nos. 7, 11 and 13.

CITY MANAGER'S REPORT

City Manager Michael O'Kelly provided a brief report.

CONSENT CALENDAR (Items No. 2 - 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.

A motion was made by Councilmember Marco Barcena, seconded by Mayor Pro Tem Jorgel Chavez to approve Consent Calendar Item Nos. 2 - 10.

The motion carried 4-0 with the following vote for Item Nos. 2 - 10:

AYES: Barcena, Pulido, Chavez, De Leon Sanchez

NOES: None

ABSENT: None

ABSTAIN: None

2. 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.

3. APPROVAL MINUTES OF JULY 24, 2023 CITY / SUCCESSOR AGENCY JOINT MEETING

Approve the minutes of the July 24, 2023 City/Successor Agency Joint Meeting.

Recommendation:

It is staff's recommendation that the City Council approve the minutes of the July 24, 2023 City/Successor Agency Joint Meeting.

4. 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 07/10/23, 07/11/23, 07/13/23, 07/18/23, 07/24/23 and 07/25/23.

5. SECOND READING OF ORDINANCE NO. 936 TO ADOPT A MILITARY EQUIPMENT POLICY ("POLICY") AS REQUIRED BY ASSEMBLY BILL 481 ("AB 481")

The proposed Ordinance No. 936 adopts a policy for Bell Gardens Police Department ("Department") in compliance with Assembly Bill 481 (Chiu) ("AB 481") to address the funding, acquisition, and use by the Department of items deemed "military equipment" by lawmakers. The policy meets the law's requirements by listing the Department's inventory of military equipment; outlining a process for the public to submit questions, concerns, and complaints in relation to the use of each type of equipment; providing for the preparation of an annual report subject to City Council review and approval; and establishing a webpage for updates and the posting of annual reports.

Recommendation:

It is staff's recommendation that the City Council by motion waive the full reading and adopt Ordinance No. 936 approving the Military Equipment Policy ("Policy") in accordance with state law.

Ordinance No. 936 was adopted.

6. CONSIDERATION OF A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE MEASURE R FUNDING AGREEMENT FOR THE EASTERN AVENUE AND GARFIELD AVENUE INTERSECTION IMPROVEMENT PROJECT (CIP# 3881)

The City entered into a Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority for the Garfield Avenue and Eastern Avenue Intersection Improvement Project which was effective March 2019. Amendment No. 1 to the Measure R Funding Agreement will revise the schedule and extend the funds for Fiscal Year 2018-2019 through June 30, 2025.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving Amendment No. 1 to the Measure R Funding Agreement between City of Bell Gardens and the Los Angeles County Metropolitan Transportation Authority for the Garfield Avenue and Eastern Avenue Intersection Improvement Project.

Resolution No. 2023-61 was approved.

7. REJECTION OF BIDS RECEIVED FOR THE FY 2021-2022 VARIOUS ALLEY IMPROVEMENTS PROJECT - C.I.P. NO. 3917

On April 27, 2023, the City received two bids for this project. All bids are recommended to be rejected.

Recommendation:

It is staff's recommendation that the City Council approve the rejection of the bids received on April 27, 2023, for the FY 2021-2022 Various Alley Improvements Project.

8. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO SOLICIT BIDS FOR THE VARIOUS ALLEY IMPROVEMENTS PROJECT (C.I.P. NO. 3930)

The plans and specifications for the Various Alley Improvements Project have been prepared. Approval of this item will allow the City to advertise the project for bids.

Recommendation:

It is staff's recommendation that the City Council:

1. Approve the plans and specifications for the Various Alley Improvements Project;
2. Authorize staff to solicit competitive bids and publish the Notice Inviting Sealed Bids (NIB);
3. Confirm that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Guideline Section 1530 (c).

9. CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF TWO PUBLIC WORKS VEHICLES

Adoption of the proposed Resolution would authorize the City to purchase two Public Works vehicles from National Fleet Group through a cooperative agreement from Sourcewell.

Recommendation:

It is staff's recommendation that the City Council:

1. Adopt the attached resolution approving an Equipment Procurement Agreement with National Auto Fleet Group for the purchase of two Public Works vehicles for a total of \$110,754.48 under Sourcewell Contract No. 091521-NAF; and
2. Appropriate an additional \$11,000 in Gas Tax funds in budget account no. 4550 3140.

Resolution No. 2023-62 was approved.

10. CONSIDERATION OF A RESOLUTION APPROVING THE FILING OF TWO APPLICATIONS FOR MEASURE A GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR THE FORD PARK PLAYGROUND AND RESTROOM REPLACEMENT AND THE FORD PARK PLAYGROUND NEW SURFACING

Adoption of the proposed Resolution would authorize the City to submit two Measure A grant applications to the Los Angeles County Regional Park and Open Space District for the Ford Park

Playground and Restroom Replacement Project.

Recommendation:

It is staff's recommendation that the City Council adopt the attached Resolution approving the filing of two Measure A grant applications for the Ford Park Playground and Restroom Replacement and the Ford Park Playground New Surfacing.

Resolution No. 2023-63 was approved.

DISCUSSION (Items No. 11 - 13)

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.

There was no action taken.

12. 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.

Mayor Francis De Leon Sanchez nominated herself as the Delegate to the California Cities for Self-Reliance Joint Powers Authority, seconded by Mayor Pro Tem Jorgel Chavez. There were no other motions made.

Councilmember Marco Barcena nominated himself as the Alternate to the California Cities for Self-Reliance Joint Powers Authority, seconded by Mayor Francis De Leon Sanchez. There were no other motions made.

Motion Passed 4-0 with the following vote:

AYES: Barcena; Pulido; Chavez; De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Francis De Leon Sanchez nominated herself as the Alternate to the California Joint Powers

Insurance Authority, seconded by Mayor Pro Tem Jorgel Chavez. There were no other motions made.

Motion Passed 4-0 with the following vote:

AYES: Barcena; Pulido; Chavez; De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Francis De Leon Sanchez nominated Councilmember Marco Barcena as the Delegate to the Eco-Rapid Transit, seconded by Mayor Pro Tem Jorgel Chavez. There were no other motions made.

Mayor Pro Tem Jorgel Chavez nominated himself as the Alternate to the Eco-Rapid Transit, seconded by Mayor Francis De Leon Sanchez. There were no other motions made.

Motion Passed 4-0 with the following vote:

AYES: Barcena; Pulido; Chavez; De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

Councilmember Maria Puldio nominated Mayor Francis De Leon Sanchez as the Alternate to the Independent Cities Association, seconded by Mayor Francis De Leon Sanchez. There were no other motions made.

Motion Passed 4-0 with the following vote:

AYES: Barcena; Pulido; Chavez; De Leon Sanchez
NOES: None
ABSENT: None
ABSTAIN: None

13. CONDUCT INTERVIEW OF APPLICANTS FOR CITY COUNCIL OFFICE VACANCY

A vacancy has occurred in the City Council. The City Council will conduct an interview of applicants for a city council office vacancy.

Recommendation:

It is staff's recommendation that the City Council:

1. Receive application of persons residing in the City of Bell Gardens applying for appointment to the vacancy in the Council office; and
2. Conduct interviews of applicants (Exhibit 1); and
3. Adopt a Resolution (Exhibit 2) of the City Council of the City of Bell Gardens making an appointment to fill a vacancy in the City Council office pursuant to Government Code Section 36512.

Mayor Francis de Leon Sanchez recessed the meeting at 7:15 p.m. and reconvened at 7:28 p.m.

Gabriela Gomez provided an introduction, stated her qualifications, and answered Council questions.

Andrew Leon provided an introduction, stated his qualifications, and answered Council questions.

Stephanie Perez provided an introduction, stated her qualifications, and answered Council questions.

Diana Rivera provided an introduction, stated her qualifications, and answered Council questions.

Mayor Francis de Leon Sanchez recessed the meeting at 7:55 p.m. and reconvened at 8:04 p.m.

Mayor Francis de Leon Sanchez opened and called for nominations.

Mayor Pro Tem Jorgel Chavez nominated Gabriela Gomez. Councilmember Maria Pulido nominated Andrew Leon.

A motion was made by Mayor Pro Tem Jorgel Chavez, seconded by Councilmember Marco Barcena to close nominations.

Motion Passed 4-0 with the following vote:

AYES: Barcena, Pulido, Chavez, De Leon Sanchez

NOES: None

ABSENT: None

ABSTAIN: None

A motion was made by Mayor Pro Tem Jorgel Chavez, seconded by Councilmember Marco Barcena to appoint Gabriela Gomez to fill the vacancy of the unexpired term of office.

Motion Passed 3-1 with the following vote:

AYES: Barcena, Chavez, De Leon Sanchez

NOES: Pulido

ABSENT: None

ABSTAIN: None

Oath of Office was administered by City Clerk Daisy Gomez. Mayor Francis de Leon Sanchez recessed the meeting at 8:09 p.m. and reconvened at 8:12 p.m. Resolution No. 2023-64 was approved.

CITY COUNCIL / SUCCESSOR AGENCY MEMBER COMMENTS

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

ADJOURNMENT

Mayor Francis de Leon Sanchez adjourned the meeting at 8:26 p.m.

Daisy Gomez, City Clerk

Agenda posted on August 10, 2023.



**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 REGISTER SUCCESSOR AGENCY**
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the Successor Agency Members receive and file the warrant register dated 08/08/23.

BACKGROUND/DISCUSSION:

The attached warrant register is for 08/08/23. 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 08/08/23 will be received and filed.

FISCAL IMPACT:

Warrant register	08/08/23	12931	\$123.60
		Total Voucher	\$123.60
		Grand Total Voucher	\$123.60

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

08/09/2023 5:47:58PM

Voucher List
CITY OF BELL GARDENS

Page: 1

Bank code : cdckg

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>	
12931	8/8/2023	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	22567		CD LEGAL GEN 6/2023	123.60	
						Total :	123.60
1 Vouchers for bank code : cdckg						Bank total :	123.60
1 Vouchers in this report						Total vouchers :	123.60



**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 REGISTERS AND WIRE TRANSFERS**
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the City Council receive and file the warrant registers, wire transfers, and net payrolls dated 07/27/23, 08/01/23, 08/03/23 and 08/08/23.

BACKGROUND/DISCUSSION:

The attached warrant registers, wire transfers, and net payrolls are for 07/27/23, 08/01/23, 08/03/23 and 08/08/23. 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 07/27/23, 08/01/23, 08/03/23 and 08/08/23 will be received and filed.

FISCAL IMPACT:

Warrant register	08/01/23	186865 - 186887	\$436,952.23
		Total Voucher	\$436,952.23
Wire transfer	07/27/23	1833 - 1838	\$3,775,708.47
Warrant register	08/01/23	186888 - 186953	\$67,246.77
		Total Bank	\$3,842,955.24
Net payroll transfer	07/27/23	-	\$546,385.25
		Total Voucher	\$4,389,340.49
Warrant register	08/08/23	186954 - 187020	\$115,967.57
		Total Bank	\$115,967.57
Wire transfer	08/03/23	1839	\$83,568.20
Warrant register	08/08/23	187021 - 187045	\$517,542.18
		Total Voucher	\$601,110.38
		Grand Total Vouchers	\$5,543,370.67

ATTACHMENTS:

Exhibit 1- Warrant Register

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

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

Manuel Carrillo, Director of Finance and Administrative Services

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
0	8/1/2023	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	22342		CD LEGAL GEN 5/2023	16,057.00
			22343		CM LEGAL GEN 5/2023	22.60
			22344		CM LEGAL GEN 5/2023	158.20
			22345		CC LEGAL GEN 5/2023	6,837.70
			22346		CCL LEGAL GEN 5/2023	7,220.30
			22347		FA LEGAL GEN 5/2023	84.40
			22348		CM LEGAL GEN 5/23	6,957.00
			22349		CD LEGAL GEN 5/23	8,943.60
			22350		CD LEGAL GEN 5/2023	17,221.60
			22351		PD LEGAL GEN 5/2023	4,058.20
			22352		HR LEGAL GEN 5/2023	638.60
			22353		CM LEGAL GEN 5/2023	1,400.80
			22354		RCS LEGAL GEN 5/2023	6,138.80
			22355		PW LEGAL GEN 5/2023	7,829.40
			MAY 2023		MAY BILLINGS	-83,568.20
					Total :	0.00
186865	8/1/2023	008041 AVANT GARDE INC.	8704	04693	PW URBAN GREEN PRGM "TREES	603.11
			8706	05223	PW FUNDING ADMIN BG KEEP PAF	380.00
					Total :	983.11
186866	8/1/2023	010401 C/O ZUSSER COMPANY, INC., BANC OF C	195335	04836	PW -FDPK CISTERN PROJ #35 GW	4,910.95
			1953--35	04836	PW-FDPK CISTERN PROJ #34 MEA	3,400.00
					Total :	8,310.95
186867	8/1/2023	000375 CALED	300004635		CD MEMBERSHIP DUES G.ROMO	800.00
					Total :	800.00
186868	8/1/2023	010810 CHAVEZ, ANA	1012342002		RCS SF TBALL REFUND S.GATICA	45.00
					Total :	45.00
186869	8/1/2023	010286 CWE	2328 8	05406	PW ADDL ENGIN SUPP CISTERN P	10,040.75
			23288	05205	PW DESIGN MODIFICATION & ENG	12,470.00
					Total :	22,510.75
186870	8/1/2023	005206 FIESTA COOPERATIVE INC.	230622	05082	PW MEDICAL TAXI SERVICE JUNE	2,475.34
					Total :	2,475.34

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186871	8/1/2023	008464 GLENDALE PARADE STORE LLC	519666		PD HONOR GUARD UNIFORM SUPI	675.45
			519666B		PD HONOR GUARD UNIFORM SUPI	242.17
					Total :	917.62
186872	8/1/2023	002607 HERC RENTALS INC.	33836080002		RCS SUMMER CONCERT SRVC 6/2	601.95
						Total :
186873	8/1/2023	010284 JOHN L. HUNTER & ASSOC., INC.	BGIFPP12305	05407	PW PROJ MANAGMNT CISTERN M	49,120.00
186874	8/1/2023	007868 LA CONSERVATION CORPS	241584JUNE23	04864	PW TREES FOR BG PLANTING PRO	5,385.00
186875	8/1/2023	010672 LA COUNTY OF PUBLIC WORKS	PW23041005241	05279	PW INTEGRATION INTO CENTRAC:	15,506.70
			PW23050805968	05279	PW INTEGRATION INTO CENTRAC:	1,351.56
			PW23061206682	05279	PW INTEGRATION INTO CENTRAC:	8,881.53
					Total :	25,739.79
186876	8/1/2023	005455 LA COUNTY SHERIFF'S DEPT	233649BL		PD PRISONER MAINT MEALS JUNE	285.30
						Total :
186877	8/1/2023	006145 LAN WAN ENTERPRISE, INC.	74257	05073	IT NETWORK/TECH SUPPORT JUN	9,600.00
186878	8/1/2023	001293 LIEBERT CASSIDY WHITMORE	245059		PROF SRVCS RENDERED THRU 6/	637.50
			246405		PROF SRVCS REND THRU 6/30/23	722.50
			246406		PROF SRVCS RENDERED THRU 6/	3,654.87
					Total :	5,014.87
186879	8/1/2023	010248 MICHAEL BAKER INTERNATIONAL	1177646	05341	CD CDBG LABOR PK AQUATICS CN	8,610.00
			1181643	05341	CD CDBG ADMIN AND LABOR COM	5,625.00
			1185167	05341	CD CDBG LABOR FD PK AQUATICS	5,670.00
		Total :	19,905.00			
186880	8/1/2023	010732 OUT-FIT, A CALIFORNIA CORP.	38905	05439	PD ECHELON STRIDE 7S TREADMI	5,782.17
186881	8/1/2023	010812 PLUMBING HEATING & A/C, NORWALK LA	327460jesus		PW NEW WATER LINE REFRIGERA	596.08

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186881	8/1/2023	010812	010812 PLUMBING HEATING & A/C, (Continued)			Total : 596.08
186882	8/1/2023	003631 RELX, INC.	140988520230630		PD ADV SEARCHES SOFTWARE JL	50.50
						Total : 50.50
186883	8/1/2023	006954 SCS CARPET ONE	14417	05379	PW 200 SQFT WATERPROOF LVP F	1,491.59
						Total : 1,491.59
186884	8/1/2023	002087 SOUTHERN CALIFORNIA EDISON	600001511489-0703		PW VARIOUS LOCATIONS	5,456.82
						Total : 5,456.82
186885	8/1/2023	006334 TIERRA WEST ADVISORS, LLC	BGECRG 0523A	05372	CD CONSULTANT SERVICES: ECR	5,458.75
			BGECRG0223B	05372	CD CONSULTANT SERVICES: ECR	2,980.00
			BGECRG0323A	05372	CD CONSULTANT SERVICES: ECR	5,611.25
			BGECRG0323B	05372	CD CONSULTANT SERVICES: ECR	3,432.50
			BGECRG0423A	05372	CD CONSULTANT SERVICES: ECR	4,820.00
			BGECRG0423B	05372	CD CONSULTANT SERVICES: ECR	11,487.50
			BGECRG0523B	05372	CD CONSULTANT SERVICES: ECR	8,005.00
						Total : 41,795.00
186886	8/1/2023	010757 WSP USA ENVIRONMENT, & INFRASTRU	S50846257	05420	CD CONSULTANT SERVICES: ECR	30,370.00
			S50846356	05420	CD CONSULTANT SERVICES: ECR	41,807.40
						Total : 72,177.40
186887	8/1/2023	010127 ZUSSER CO. INC.	1953----35	04563	PW-FDPK CISTERN PROJ PMT 35	157,907.99
						Total : 157,907.99
24 Vouchers for bank code : common						Bank total : 436,952.23
24 Vouchers in this report						Total vouchers : 436,952.23

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1833-WIRE	7/27/2023	003359 BANK OF THE WEST	Ben592571		FEDERAL INCOME TAX: PAYMENT	89,383.41
					Total :	89,383.41
1834-WIRE	7/27/2023	003358 BANK OF THE WEST	Ben592573		STATE INCOME TAX: PAYMENT	27,098.00
					Total :	27,098.00
1835-WIRE	7/27/2023	001725 CALPERS	Ben592575		P/R 7/27/23	142,186.06
					Total :	142,186.06
1836-WIRE	7/27/2023	006722 CITY EMPLOYEES ASSOC.	Ben592569		BGPWA DUES: PAYMENT	251.00
					Total :	251.00
1837-WIRE	7/27/2023	009439 MASS MUTUAL	Ben592577		MASS MUTUAL: PAYMENT	68,034.00
					Total :	68,034.00
1838-WIRE	7/31/2023	001775 CALPERS FISCAL SERVICES DIV.	2219960868-070123		CALPERS UNFUN PMY 23/24	3,448,756.00
					Total :	3,448,756.00
186888	8/1/2023	007322 1ST JON INC	107443		RCS SUMMER MOVIE SRVC 7/6	615.38
					Total :	615.38
186889	8/1/2023	000026 AAA BURGLAR ALARM	0000684 0000687		PW SRVC/REPAIR AT NEW SENIOR PW SRVC/REP AT NEW SENIOR CC	290.00 105.00
					Total :	395.00
186890	8/1/2023	008604 ACCOUNT 6746022400, U.S. BANK PARS	Ben592561		PARS: PAYMENT	7,615.07
					Total :	7,615.07
186891	8/1/2023	005727 AED INSTITUTE OF AMERICA, INC.	S0062623M		PD PURCHASE OF DEFIB PADS	606.30
					Total :	606.30
186892	8/1/2023	008623 ALAN'S LAWN & GARDEN CENTER	1172966 1174532		PW SMALL EQUIPMENT PW EQUIPMENT MAINT	195.63 82.20
					Total :	277.83
186893	8/1/2023	000098 ALIN PARTY SUPPLY	520650 522093		RCS SR CTR SUMMER LUAAU EVEN RCS GIRLS ROCK SUPPLIES 7/29	154.03 422.25

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186893	8/1/2023	000098 000098 ALIN PARTY SUPPLY	(Continued)			Total : 576.28
186894	8/1/2023	010749 ALVARADO, CINDY	20230720		RCS COMMISSION JULY	100.00
						Total : 100.00
186895	8/1/2023	010641 ARAMARK	2570182631		RCS AQUATICS SRVCS	90.25
						Total : 90.25
186896	8/1/2023	000284 ASSOC., BELL GARDENS POLICE	Ben592565		NON-SWORN POA MEMBER-DUES	2,755.00
						Total : 2,755.00
186897	8/1/2023	010690 AV GRAPHICS	PS101459		FA BUS CARDS JULES TAK	139.49
						Total : 139.49
186898	8/1/2023	010808 B. MIRANDA, MARIA DE LA LUZ	1011835002		RCS SHELTER DEP REFUND 7/15	125.00
						Total : 125.00
186899	8/1/2023	010676 BARCENA, ARMANDO JESUS	071923		CD REG MTG 7/19/23	100.00
						Total : 100.00
186900	8/1/2023	007189 BARCENA, MARCO	NALEO CONF 7/11-1		NALEO NY CONF TRAVEL REIM 7/1	371.09
						Total : 371.09
186901	8/1/2023	006666 BEITH, TORBEN	20230720	05460	PD ADMIN SUPP 7/5,11,19TH	1,828.75
						Total : 1,828.75
186902	8/1/2023	010273 CANO, CHARLES	AUG 8-10TH		PD TRNG LODGING 3 NIGHTS	726.60
						Total : 726.60
186903	8/1/2023	006792 CARRILLO, MITCHELL	JULY 10TH		PD TRNG EVOC MILEAGE/LUNCH	79.54
						Total : 79.54
186904	8/1/2023	006083 CEA BG CITY EMPLOYEES	Ben592559		BGCEA: PAYMENT	1,152.00
						Total : 1,152.00
186905	8/1/2023	009266 CHARTER COMMUNICATIONS	107007601070123		PD FIBER LINES JULY 2023	680.67
						Total : 680.67
186906	8/1/2023	005399 CHUNG & CHUNG ACCOUNTANCY CORP	15431	05425	FA PROF J.CHUN 7/16-22ND	1,312.50

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186906	8/1/2023	005399 CHUNG & CHUNG ACCOUNTANCY CORP	(Continued) 15434	05425	FA PROF SRVCS J.CHUNG 7/23-29	1,331.25
					Total :	2,643.75
186907	8/1/2023	004588 DAILY JOURNAL CORPORATION	B3719401 B3721858		PD CONSIDER OF RESOLUTION PERMANENT LOCAL HOUSING ALL	435.00 465.00
					Total :	900.00
186908	8/1/2023	010261 DE LEON SANCHEZ, FRANCIS	NALEO CONF 07/11-		NALEO NY 7/11-14 TRAVEL REIM	2,071.87
					Total :	2,071.87
186909	8/1/2023	008098 DIRECTV, INC.	057628772X230720		RCS GC SRVCS 7/19-08/20/23	101.24
					Total :	101.24
186910	8/1/2023	000713 DOWNEY VENDORS	18098		CD COFFEE SUPPLIES	143.94
					Total :	143.94
186911	8/1/2023	000775 ENTENMANN ROVIN CO	0174713IN		PD DOME BADGE OFFICER PEREZ	48.97
					Total :	48.97
186912	8/1/2023	008881 EVENAS DESIGN	4936		CC BUS CARDS SANCHEZ/CHAVEZ	170.00
					Total :	170.00
186913	8/1/2023	006424 FERNANDO'S HARDWARE & LUMBER	527		PW CONCRETE MIX	297.28
					Total :	297.28
186914	8/1/2023	001481 FINANCIAL SERVICES, INC., DE LAGE LAI	80411186		PD COPIER PROP TAX/ADMIN FEE	145.64
					Total :	145.64
186915	8/1/2023	004594 FUN EXPRESS	72534423501 72539861301		RCS SENIOR CTR LUAW EVENT 7/2 RCS STAR SUMMER MADNESS 7/2	306.02 68.17
					Total :	374.19
186916	8/1/2023	002092 GOLDEN STATE WATER COMPANY	9296400005-071323		PW 6863 DARWELL AVE.	119.11
					Total :	119.11
186917	8/1/2023	010686 GOMEZ, GABRIELA	071923		CD REG MTG 7/19/23	100.00
					Total :	100.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186918	8/1/2023	002607 HERC RENTALS INC.	33852928001		RCS SUMMER MOVIE SRVC 7/6	658.17
					Total :	658.17
186919	8/1/2023	001025 HOME DEPOT	011167/0524370 018721/3030865. 0533305 4200394 4970616		PW SMALL TOOLS PW FACILITIES SUPPLIES RCS FACILITY SUPPLIES RCS CLARA SR CTR STORAGE SUI RCS CLARA SR CTR STORAGE SUI	432.74 205.18 264.64 668.58 109.99
					Total :	1,681.13
186920	8/1/2023	010751 JIMENEZ, CECILIA D.	2023.7.20		RCS COMMISSION JULY	100.00
					Total :	100.00
186921	8/1/2023	006145 LAN WAN ENTERPRISE, INC.	74241 74310 74314 74324	05462	PD WARRANTY RENEWALLS CISCO PD MAINT CONTRACT 7/10-13TH IT ON SITE SRVC INDEPENDENCE IT ON SITE SRVC CC MTG 7/24/23	6,803.85 4,800.00 720.00 480.00
					Total :	12,803.85
186922	8/1/2023	008684 LGP EQUIPMENT RENTALS INC	127377 127583		PW 7100 GARFIELD AVE. CEMENT PW 6624 CHARNER AVE. CEMENT	593.86 668.17
					Total :	1,262.03
186923	8/1/2023	001695 LIBERTY UTILITIES CORP	200006892091		PW 7100 GARFEILD AVE.	52.40
					Total :	52.40
186924	8/1/2023	010554 MEDICO HEALTHCARE LINEN SRVCS.	20844430		PD JAIL UNIFORMS/LINEN CLEANIN	52.05
					Total :	52.05
186925	8/1/2023	001491 MOBILE MINI INC.	9018171889 9018220126		PD CONTRACT SRVC 7/5-8/1 PD CONTRACT SRVCS 7/11-8/7	187.20 78.28
					Total :	265.48
186926	8/1/2023	008656 MUSCO SPORTS LIGHTING, LLC	410832		RCS CONTROL LINK ANNUAL SRVC	475.00
					Total :	475.00
186927	8/1/2023	007906 ORANGE COUNTY SHERIFF'S DEPT.	061523		PD TRNG FTO 8/22-24TH	65.00
					Total :	65.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186928	8/1/2023	007608 OREILLY AUTO PARTS	3849286640		PW VEH WIPER FLUID	9.39
					Total :	9.39
186929	8/1/2023	008044 PAL PROGRAM	Ben592563		PAL PROGRAM: PAYMENT	255.00
					Total :	255.00
186930	8/1/2023	009651 PEREZ, ERIC	AUG8-10TH		PD TRNG REIMBURSEMENTS	726.60
					Total :	726.60
186931	8/1/2023	010552 POLYGRAPH LLC, HEARD'S INVESTIGATI	8200		PD POLYGRAPHS	800.00
					Total :	800.00
186932	8/1/2023	009820 PROSEGUR SERVICES GROUP, INC.	677134 677516		RCS SPRT CTR SEC 7/3-9TH RCS SPRT CTR SEC 7/10-16TH	1,714.24 1,599.92
					Total :	3,314.16
186933	8/1/2023	004661 QUILL CORPORATION	33311092		PD OFC SUPPLIES TONER	142.41
					Total :	142.41
186934	8/1/2023	001811 RAGING WATERS	08042023	05481	RCS YOUTH CAMP - RAGING WATE	1,823.52
					Total :	1,823.52
186935	8/1/2023	006494 REEVES CO. INC.	474852		PD NAMEPIN RAISED FLAG EMBLE	39.93
					Total :	39.93
186936	8/1/2023	001868 RIO HONDO COLLEGE	X2362ZBGN		PD PHYSICAL FITNESS TESTING	150.00
					Total :	150.00
186937	8/1/2023	006522 RIVERA, TONY	071923		CD REG MTG 7/19/23	100.00
					Total :	100.00
186938	8/1/2023	010799 ROBLES, NICHOLAS	JUL2023		PD TRNG MILEAGE 7/14/23	59.34
					Total :	59.34
186939	8/1/2023	010278 ROSA, MIGUEL DE LA	071923		CD REG MTG 7/19/23	100.00
					Total :	100.00
186940	8/1/2023	001935 S&S WORLDWIDE	in101228835		RCS AFTER SCHOOL PRGM SUPP	96.95

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186940	8/1/2023	001935 S&S WORLDWIDE	(Continued) IN101229072		RCS SR CTR ART CLASS 7/17	338.56
					Total :	435.51
186941	8/1/2023	002063 SMART & FINAL	123177 280166 449588		RCS CLARA SR CTR COFFEE SUPP RCS SR CTR HEALTH FAIR EVENT RCS STAFF TRNG SUPPLIES 7/20	368.89 263.55 175.19
					Total :	807.63
186942	8/1/2023	010175 SOLORZANO, TIARA N.	2023.7.20		RCS COMMISSION JULY	100.00
					Total :	100.00
186943	8/1/2023	008887 SOURCE ONE OFFICE PRODUCTS	OEQT701061		DEPT OFFICE SUPPLIES	16.77
					Total :	16.77
186944	8/1/2023	000594 STATE DISBURSEMENT UNIT	Ben592567		GARNISHMENT: PAYMENT	326.76
					Total :	326.76
186945	8/1/2023	002169 SUPER A FOODS	0307 0322 1134 1246-071423 3362-071423 4077-072023 4128 4573		RCS SUMMER CAMP WK 5 SUPPLI RCS SUMMER CAMP WK 5 SUPPLI RCS BGVP SR CTR MOVIE SUPPLI RCS CLARA ST CTR KARAOKE 7/14 RCS AFTER SCHOOL PRGM SUPP RCS STAFF TRNG SUPPLIES 7/20 RCS SR CTR HEALTH FAIR SUPPLI RCS KIDS CAMP WEEK 6	362.53 106.47 78.81 49.76 74.09 87.61 13.19 100.96
					Total :	873.42
186946	8/1/2023	010809 TEOLOGICO INTERNATIONAL, COLEGIO I	384618		RCS BGVP ROSS HALL RENTAL DE	400.00
					Total :	400.00
186947	8/1/2023	009775 THOMSON INC.	47269854 47274479 47279407 47279663 47279793 47280175 47280815 4728573		PW PREV MAINT VET PARK PW PREV MAINT CITY HALL PW PREV MAINT VET PARK PW PREV MAINT BGPD PW PREV MAINT 8000 PK LANE PW PREV MAINT PW OFFC PW PREV MAINT 6728 CLARA ST PW PREV MAINT CITY HALL	585.00 624.00 585.00 975.00 702.00 780.00 598.25 878.10

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186947	8/1/2023	009775 009775 THOMSON INC.	(Continued)			Total : 5,727.35
186948	8/1/2023	004931 TORRES, DAVID	071423		PD TRNG COURSE 7/1-014TH	64.70
					Total :	64.70
186949	8/1/2023	005879 UNITED SITE SERVICES	INV01840972		RCS PORTABLE RESTROOMS 7/7-8	159.10
					Total :	159.10
186950	8/1/2023	006130 VERIZON WIRELESS	9939997304		CM DATA COMM 6/20-7/19	460.94
					Total :	460.94
186951	8/1/2023	010803 VICTORY AUTHORITY INC.	1013839	05482	RCS SPECIAL EVENT - SCHOOL SL	7,329.56
					Total :	7,329.56
186952	8/1/2023	010811 VITAL RECORDS CONTROL	3588959LAX1 3620936LAX1		PD ONSITE SHREDDING SRVCS JL	50.82
					PD ONSITE SHREDDING SRVCS JL	83.51
					Total :	134.33
186953	8/1/2023	010807 ZAVALA, MARIBEL	1013413002		RCS SHELTER DEP REFUND 7/15	125.00
					Total :	125.00
72 Vouchers for bank code : common						Bank total : 3,842,955.24
TRANSFER	7/27/2023	BANK OF THE WEST	P/R		NET PAYROLL	546,385.25
72 Vouchers in this report						Total vouchers : 4,389,340.49

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186954	8/8/2023	007322 1ST JON INC	107705		RCS SUMMER CONCERT EQUIP 7/	615.38
					Total :	615.38
186955	8/8/2023	010275 ALADDIN LOCK & KEY, BENITO ROBERTC 33311			PW REKEY UTIL BINS FDPK	78.84
					Total :	78.84
186956	8/8/2023	000106 ALL CITY MANAGEMENT SERVICES	86768 BAL	05473	PW CROSSING GUARD SRCS 7/3-8	4,348.20
					Total :	4,348.20
186957	8/8/2023	004556 AMERICAN WELDING, RAMIRO PACHECC 15554	15555		PW BANNER POLE ARMS	940.00
					PW BANNER POLE ARMS	940.00
					Total :	1,880.00
186958	8/8/2023	000150 ANAYA'S SERVICE CENTER	38568		PW SRVC REP VEH G175	449.87
					Total :	449.87
186959	8/8/2023	001313 AQUARIUM OF THE PACIFIC	12580		RCS KIDS CAMP EXCURSION 7/14	773.15
					Total :	773.15
186960	8/8/2023	010641 ARAMARK	2570184661		RCS AQUATICS SRVCS	90.25
					Total :	90.25
186961	8/8/2023	010690 AV GRAPHICS	PS101509		CC BUS CARDS 2 COUNCIL MEMBE	172.56
					Total :	172.56
186962	8/8/2023	004757 BARRIOS, RIGOBERTO	8/22-24TH		PD TRNG 8/22-24TH PUB SAFETY	108.00
					Total :	108.00
186963	8/8/2023	006337 BLICK ART MATERIALS	1113880		RCS BGVP ROCK EVENT 7/29	141.10
					Total :	141.10
186964	8/8/2023	008584 BRADLEYS PLASTIC BAG CO	349203		PD SUPPLIES FOR JAIL	28.80
					Total :	28.80
186965	8/8/2023	000313 BRITE WHITE, ELISEO RODRIGUEZ	25595		PW REPRGM TPMS SYSTEM GA1	45.00
					Total :	45.00

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186966	8/8/2023	009115 CARDINAL PAINT AND POWDER	I230053605		PW AEROSOL TOUCH UP LACQUEI	540.24
					Total :	540.24
186967	8/8/2023	006792 CARRILLO, MITCHELL	8/14-16TH,2023		PD TRNG REIMS 3 NIGHTS	744.81
					Total :	744.81
186968	8/8/2023	006792 CARRILLO, MITCHELL	08/24-26TH		PD TRNG REIM 2 NIGHTS	466.24
					Total :	466.24
186969	8/8/2023	009158 CINDY'S JUMPERS LLC, EDGAR LOPEZ	65627 67737		RCS NYC SUMMER BASH 8/2 RCS NNO 8/01	573.60 909.00
					Total :	1,482.60
186970	8/8/2023	009158 CINDY'S JUMPERS LLC, EDGAR LOPEZ	67773		RCS BACK TO SCHOOL JUMPER 8/	527.00
					Total :	527.00
186971	8/8/2023	005242 CODE PUBLISHING INC.	GC00122075		CCL ANNUAL WEB UPDATE	830.00
					Total :	830.00
186972	8/8/2023	005654 CSULB FOUNDATION	08/23-25TH		PD TRNG A.PUENTE TUITION	454.00
					Total :	454.00
186973	8/8/2023	006056 DASH MEDICAL GLOVES	INV1290995		PD PRISONER MAINT GLOVES	503.80
					Total :	503.80
186974	8/8/2023	008668 DIAMOND CLEANING SERVICES, DORA G	BG2324 BG2325 BG2326 BG2327 CHBG07423		PD OFFICE DETAIL CLEANING PD OFC DETAIL CLEANING PD OFC DETAIL CLEANING PD OFC DETAIL CLEANING FA CLEANING SRVCS JULY 2023	200.00 200.00 200.00 430.00 100.00
					Total :	1,130.00
186975	8/8/2023	000815 FEDEX	820621693		FA DELIVERY EXPENSES	60.94
					Total :	60.94
186976	8/8/2023	006424 FERNANDO'S HARDWARE & LUMBER	91031 91035		PW FACILITIES SUPPLIES PW IRRIGATION	56.16 38.59
					Total :	94.75

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186977	8/8/2023	006264 FIERRO, NANCY	0821-23rd		PD TRNG REIMS 3 NIGHTS	627.83
					Total :	627.83
186978	8/8/2023	000849 FLORES, MIRIAM C.	072423		CCL AGENDA TRANS SRVCS CC M	125.00
					Total :	125.00
186979	8/8/2023	006466 FLORES, OSCAR	9VTCF4M62JGA		RCS NYC AFTER SCHOOL EVENT	77.00
					Total :	77.00
186980	8/8/2023	004594 FUN EXPRESS	72554182201		RCS STAR VOLLEYBALL EVENT 8/4	28.85
					Total :	28.85
186981	8/8/2023	006112 GALLS LLC	024991752		PD SOT UNIFORM OFFICER SALMO	80.90
					Total :	80.90
186982	8/8/2023	009092 GATEWAY WATER MGMT AUTHORITY	20244 UR22302		PW GWMA ANNUAL MEMBERSHIP	15,000.00
					PW LA RIVER UPPER REACH 23-24	38,452.15
					Total :	53,452.15
186983	8/8/2023	010814 GODINA, ANTONIETTE	1013745002		RCS SF TBALL REFUND L.DIAZ	60.00
					Total :	60.00
186984	8/8/2023	002092 GOLDEN STATE WATER COMPANY	40584200006-07212; 50552100005-07192; 58731400006-07182;		PW 8323 GARFIELD AVE. 6/19-7/20	79.90
					PW 5978 GALLANT ST IRRIG	199.01
					PW 7901 EASTERN MEDIAN IRRIG	156.49
					Total :	435.40
186985	8/8/2023	000938 GRAINGER	9774862396 9775482160		PW TOOLS	137.83
					PW TOOLS	134.95
					Total :	272.78
186986	8/8/2023	000991 HDL COREN & CONE	SIN030081	05495	FA PROPERTY TAX JULY-SEPT23	3,007.83
					Total :	3,007.83
186987	8/8/2023	002607 HERC RENTALS INC.	33867671001		RCS SUMMER CONCERT EQUIP 7/	658.17
					Total :	658.17
186988	8/8/2023	001025 HOME DEPOT	012863/9070036		PW SM EQUIP & TOOLS	323.26

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186988	8/8/2023	001025 HOME DEPOT	(Continued)			
			0171504025783		PW CEMENT BAGS	163.37
			019845/2011081		PW SMALL TOOLS FDPK	77.62
			020218/101106		PW SUPPLIES FOR FDPK	344.25
			021205/0540735		PW FACILITIES SUPPLIES PD	49.38
			0245517011421		PW CITY/VETERANS PARK	209.89
			025196011497		PW HARDWARE TOOLS SM PKS	27.18
			026375/5030961		PW FACILITIES PAINT PKS	138.20
			026721/5011529		PW FACILITIES SUPPLIES	379.01
			6514432		RCS GENERAL PRGM CLEANING	147.81
			6514433		RCS CFSC OFC CLEANING SUPP	274.23
					Total :	2,134.20
186989	8/8/2023	010813 IXPATA BOLAJ, LIDIA SELENA	1012144002		RCS SHELTER DEP REFUND 7/8	125.00
					Total :	125.00
186990	8/8/2023	008730 JHM SUPPLY	88702/3		PW IRRIGATION	251.61
					Total :	251.61
186991	8/8/2023	008684 LGP EQUIPMENT RENTALS INC	127535		PW EQUIP RENTAL FOR REC BGVF	572.30
			127667		PW 7425 GARFIELD AVE.	409.19
					Total :	981.49
186992	8/8/2023	010545 LINGO	33498961		PD POTS LINES 8/3-9/2	393.24
					Total :	393.24
186993	8/8/2023	001318 LOOMIS	13283821		FA ARMORED SRVCS AUG 2023	235.51
					Total :	235.51
186994	8/8/2023	010560 MACBANGER MUSIC PUBLISHING	INV0060		RCS BACK TO SCHOOL FAIR 8/12	850.00
					Total :	850.00
186995	8/8/2023	010474 MUNIZ, EFRAIN	73123	05457	RCS 2023 TEEN BASKETBALL SEA	1,470.00
					Total :	1,470.00
186996	8/8/2023	003225 MUSQUIZ, RUBEN	JULY 2023		PD TRNG REIM 8/22-24TH	108.00
					Total :	108.00
186997	8/8/2023	001576 NATIONWIDE ENVIRONMENTAL SRVCS	33302	05474	PW STREET SWEEPING JULY 2023	17,737.46

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
186997	8/8/2023	001576 001576 NATIONWIDE ENVIRONMEN	(Continued)			Total : 17,737.46
186998	8/8/2023	009833 O' KELLY, MICHAEL B.	REISSUE CK 178130		2019 ICMA CONF REIMBURSEMEN	940.23
						Total : 940.23
186999	8/8/2023	009833 O' KELLY, MICHAEL B.	ICA2021REPL CK17		ICA SANTA BARB 8/26-28,2021 REIM	108.64
						Total : 108.64
187000	8/8/2023	004672 OMEGA INDUSTRIAL SUPPLY INC.	150776 151373		PW CUSTODIAL SUPPLIES PW GRAFFITI ABATEMENT	829.41 824.61
						Total : 1,654.02
187001	8/8/2023	007608 OREILLY AUTO PARTS	3849286279 3849287513 3849289358 3849289375		PW OIL MIX PW SMALL TOOL FOR PARKS PW VEHICLE SUPPLIES PW BUSHING FOR SC 2001	9.91 248.05 28.62 27.55
						Total : 314.13
187002	8/8/2023	001707 PDQ RENTAL CENTER	W16759		PW TOW HITCH SC 2001	298.59
						Total : 298.59
187003	8/8/2023	009820 PROSEGUR SERVICES GROUP, INC.	677935		RCS SPRTS CTR SEC 7/17-23RD	1,599.92
						Total : 1,599.92
187004	8/8/2023	004661 QUILL CORPORATION	33483998 33502636 33502979 33502981 33504733 33505127 33505154 33581545		PD OFC SUPPLIES RECORDS PD OFC SUPPLIES JAIL P DOFC SUPPLIES JAIL SUPPLIES PD OFFICE SUPPLIES JAIL PD OFC SUPPLIES JAIL PD OFFICE SUPPLIES PD OFC SUPPLIES JAIL SUPPLIES PD OFC SUPPLIES WC TONER	200.45 120.90 132.29 120.90 119.39 57.32 50.66 128.98
						Total : 930.89
187005	8/8/2023	002884 RESERVE ACCOUNT	10889251 JULY		POSTAGE JULY ALL DEPTS	1,189.56
						Total : 1,189.56
187006	8/8/2023	001885 ROADLINE PRODUCTS,INC	18329 18621		PW 24 FOOT BREAKAWAY POST PW T171 MAINT	959.56 889.03

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187006	8/8/2023	001885 ROADLINE PRODUCTS,INC	(Continued) 18646		PW PAINT GUN REPAIR T171	181.85
					Total :	2,030.44
187007	8/8/2023	001935 S&S WORLDWIDE	IN101236581		RCS SR CTR ZUMBA BAILE JULY E'	117.26
					Total :	117.26
187008	8/8/2023	008861 SHARE CORPORATION	239803		PW CUSTODIAL SUPPLIES	679.04
					Total :	679.04
187009	8/8/2023	007642 SKYLINE SAFETY & SUPPLY, PATRICIA SC	7735 7744 7750 7751		PW SAFETY SUPPLIES PW SAFETY SUPPLIES GLOVES/E/ PW SAFETY HATS PW SUN HATS FOR CREW	468.93 539.16 425.13 217.07
					Total :	1,650.29
187010	8/8/2023	002063 SMART & FINAL	078566 408866 550600 858844		RCS SR CTR LUAU EVENT 7/20 RCS SR CTR WORLD DELICACY 7/ RCS STAFF TRNG SUPPLIES 7/26 RCS SR CTR SUMM LUAU 7/25	142.10 181.88 54.15 62.59
					Total :	440.72
187011	8/8/2023	010815 SOTO, MARIANA AIDA	40071		RCS STAR LUAU PERFORMER 8/25	200.00
					Total :	200.00
187012	8/8/2023	007554 STEAMX,LLC, MIKE J. MANCE	66203		PW EQUIPMENT	291.93
					Total :	291.93
187013	8/8/2023	009980 SYSTEMS, INC., TOTAL COMPENSATION	12049	05489	FA GASB 75 REPORT - ROLL FORW	1,170.00
					Total :	1,170.00
187014	8/8/2023	008491 THE SAUCE CREATIVE SRVCS, SERGIO E	6327		CCL DEPT APPAREL	122.95
					Total :	122.95
187015	8/8/2023	009775 THOMSON INC.	47274494 48803341		PW PREV MAINT BG RES CNTR PW PREV MAINT BGF SENIOR CIR	702.00 230.00
					Total :	932.00
187016	8/8/2023	006443 TOTAL EXTERMINATING INC.	87881		PW MNTHLY SRVC JULY 2023	70.00

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187016	8/8/2023	006443 TOTAL EXTERMINATING INC.	(Continued) 87882		PW MNTHLY SRVC YT CENTER	98.00
					Total :	168.00
187017	8/8/2023	002262 TRIANGLE SPORTS, INC	42037 42042 42043		RCS YTH SOFTBALL BASEBALL SU RCS YTH SOFTBALL JERSEYS RCS SENIOR SOCCER CHAMP TRC	36.14 925.28 109.50
					Total :	1,070.92
187018	8/8/2023	010634 ULINE, INC.	166188250		RCS CFSC OFFICE SUPPLIES	964.31
					Total :	964.31
187019	8/8/2023	006130 VERIZON WIRELESS	9939997306		RCS CELL SRVC 6/20-7/19	249.58
					Total :	249.58
187020	8/8/2023	002416 WHITE CAP, L.P.	50023065803		PW SPECIAL SUPPLIES	166.20
					Total :	166.20
67 Vouchers for bank code : common						Bank total : 115,967.57
67 Vouchers in this report						Total vouchers : 115,967.57

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1839-WIRE	8/3/2023	009641 ORGANIZATION LLP, OLIVAREZ, MADRUG	MAYS WIRE		MAY LEGAL SRVCS	83,568.20
					Total :	83,568.20
187021	8/8/2023	000106 ALL CITY MANAGEMENT SERVICES	86768	05365	PW CROSSING GUARD SERVICES	5,793.79
					Total :	5,793.79
187022	8/8/2023	009409 ARIZAGA, JOSE	1010219002		RCS YTH BSKBL REFUND	60.00
					Total :	60.00
187023	8/8/2023	008041 AVANT GARDE INC.	8705	04697	PW ATP CYCLE 5 COMPLETE STRE	780.00
					Total :	780.00
187024	8/8/2023	008114 CALIFORNIA CLEANING SUPPLIES	56356		PW CUSTODIAL SUPPLIES	724.01
			56357		PW CUSTODIAL SUPPLIES	354.72
			56367		PW CUSTODIAL SUPPLIES	69.42
			56370		PW CUSTODIAL SUPPLIES	143.21
			56394		PW CUSTODIAL SUPPLIES	36.35
			56408		PW CUSTODIAL SUPPLIES	838.29
			56413		PW CUSTODIAL SUPPLIES	198.36
					Total :	2,364.36
187025	8/8/2023	000452 CENTRAL BASIN MWD	bgjun23		PW MNTHLY WATER SRVC JUNE 21	107,851.96
					Total :	107,851.96
187026	8/8/2023	005424 CITY OF BELL	202315	05282	IT IMPLEMENTATION OF THE GATE	7,716.50
					Total :	7,716.50
187027	8/8/2023	004807 DAPEER,ROSENBLIT & LITVAK	21669		CD LEGAL MUNI CODE 6/2023	4,038.80
			21670		PD LEGAL 6/2023	1,022.00
					Total :	5,060.80
187028	8/8/2023	008493 DUNN EDWARDS CORPORATION	2009A14162		PW GRAFFITI PAINT	809.81
					Total :	809.81
187029	8/8/2023	000770 EMPLOYMENT DEVELOPMENT DEPT	L0442751056		VARIOUS APRIL-JUNE23	5,308.00
					Total :	5,308.00

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187030	8/8/2023	002092 GOLDEN STATE WATER COMPANY	84655100000-07182:		PW 5619 CLARA ST IRRIG	206.66
					Total :	206.66
187031	8/8/2023	001025 HOME DEPOT	29000380 2900379 3266193 3345809 3779876		RCS INDEPENDENCE DAY SUPPLI RCS INDENDENCE DAY SUPPLIES RCS NYC EQUIPMENT SUPPLIES RCS NYC SUPPLIES RCS INDEPTNEDENCE DAY SUPPL	280.02 219.89 284.45 220.48 77.12
					Total :	1,081.96
187032	8/8/2023	010757 INFRASTRUCTURE, WSP USA ENVIRONM	S50846588	05420	CD CONSULTANT SERVICES: ECR	132,240.67
					Total :	132,240.67
187033	8/8/2023	008730 JHM SUPPLY	866513		PW IRRIG SUPPLIES/PARTS	182.83
					Total :	182.83
187034	8/8/2023	009641 ORGANIZATION LLP, OLIVAREZ, MADRUC	22564 22565 22566 22568 22569 22570 22571 22572 22573 22574 22575 22576 22577		CM LEGAL GEN 6/2023 CCL LEGAL GEN 6/2023 CD LEGAL GEN 6/23 CM LEGAL GEN 6/2023 CC LEGAL GEN 6/2023 CM LEGAL GEN 6/2023 RCS LEGAL GEN 6/2023 PW LEGAL GEN 6/2023 PD LEGAL GEN 6/2023 CD LEGAL GEN 6/2023 FA LEGAL GEN 6/2023 CD LEGAL GEN 6/2023 HR LEGAL GEN 6/2023	1,223.40 5,409.20 10,468.40 2,727.20 8,701.96 831.10 7,313.00 10,894.40 762.20 18,273.30 309.00 10,351.40 3,126.60
					Total :	80,391.16
187035	8/8/2023	000453 PARK WATER, LIBERTY PARK UTILITIES	180000006-072823	05088	PW O&M OPER AND MAINT	44,971.73
					Total :	44,971.73
187036	8/8/2023	007292 PARKING CO. OF AMERICA, PCAM,LLC	INVM0017857 INVM0017858 INVM0017859	05089 05089	PW DIAL A RIDE SERVICE JUNE PW SENIOR BUS DRIVER JUNE 20: PW TROLLEY SERVICE JUNE	21,428.33 3,648.71 45,981.00
					Total :	71,058.04

Voucher List
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Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187037	8/8/2023	000494 PETTY CASH, CITY OF BELL GARDENS	APR-JUNE2023		PETTY CASH JUNE 23 REIMS	498.00
					Total :	498.00
187038	8/8/2023	006904 PIONEER MANUFACTURING COMPANY	INV877551		RCS SPRT CTR GRASS FIELD PAIN	403.09
					Total :	403.09
187039	8/8/2023	000186 READYREFRESH BY NESTLE	13G0032331100		PW WATER FILTERING SRVC 6/11-	162.19
					Total :	162.19
187040	8/8/2023	008887 SOURCE ONE OFFICE PRODUCTS	OEQT676661		CCL OFC FURNITURE	8,800.99
					Total :	8,800.99
187042	8/8/2023	002854 STAPLES ADVANTAGE	3541716719		RCS OFFICE SUPPLIES	242.54
			3541716721		RCS AQUATICS SUPPLIES	62.13
			3541716726		RCS OFFICE SUPPLIES	226.18
			3541716728		RCS KREATIVE KIDS SUPPLIES	112.88
			3541716729		RCS KREATIVE KIDS SUPPLIES	413.74
			3541716730		RCS KREATIVE KIDS SUPPLIES	272.91
			3541716732		RCS KREATIVE KIDS SUPPLIES CR	-187.41
			3541716733		RCS OFFICE SUPPLIES	33.06
			3541716735		RCS OFFICE SUPPLIES	36.70
			3541716737		RCS OFFICE SUPPLIES	290.21
			3541716739		RCS OFFICE SUPPLIES	232.73
			3541716742		RCS OFFICE SUPPLIES	4.90
			3541716743		RCS NYC OFFICE SUPPLIES	367.88
			3541716744		RCS OFC SUPPLIES CREDIT	-33.73
			3541716756		RCS NYC OFFICE SUPPLIES	60.84
			3541716759		RCS NYC OFFICE SUPPLIES	23.80
			3541716761		RCS NYC OFFICE SUPPLIES	264.80
			3541716763		RCS OFFICE SUPPLIES	401.13
			3541716764		RCS SENIOR PRGM SUPPLIES	386.28
			3541716765		RCS SENIOR PRGM SUPPLIES	53.24
			3541716767		RCS SENIOR PRGM SUPPLIES	33.62
			3541716768		CC OFFICE SUPPLIES	56.10
			3541716770		CC OFFICE SUPPLIES	40.11
			3541716771		CM OFFICE SUPPLIES	45.49
			3541716772		RCS OFFICE SUPPLIES	34.72
			3541716776		RCS OFFICE SUPPLIES	14.10

Voucher List
CITY OF BELL GARDENS

Bank code : common

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
187042	8/8/2023	002854 STAPLES ADVANTAGE	(Continued)			
			3541716778		RCS OFFICE SUPPLIES	9.55
			3541716780		RCS OFFICE SUPPLIES	11.01
			3541716781		RCS OFFICE SUPPLIES	28.20
			3541716782		RCS OFFICE SUPPLIES	22.03
			3541716784		RCS OFFICE SUPPLIES	9.55
			3541716787		RCS SENIOR PRGM SUPPLIES	324.72
			3541716788		RCS SENIOR PRGM SUPPLIES	417.95
			3541716790		RCS EFS PRGM SUPPLIES	143.82
			354716777		RCS OFFICE SUPPLIES	30.31
			5541716723		RCS TRAINING SUPPLIES	240.33
			6541716725		RCS AQUATICS SUPPLIES	73.42
					Total :	4,799.84
187043	8/8/2023	002262 TRIANGLE SPORTS, INC	41823	05470	RCS YOUTH BASEBALL UNIFORMS	2,092.55
					Total :	2,092.55
187044	8/8/2023	005583 WEST COAST ARBORISTS INC.	202296	05091	PW TREE PRUNNING N/S OF CITY	34,602.25
					Total :	34,602.25
187045	8/8/2023	009492 XPRESS WASH INC	17366		RCS DEPT VEH WASH JUNE	305.00
					Total :	305.00
25 Vouchers for bank code : common						Bank total : 601,110.38
25 Vouchers in this report						Total vouchers : 601,110.38



**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
Cathy R. Thompson, Interim Human Resources Manager
SUBJECT: APPROVAL OF UPDATE TO THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE THE CLASS SPECIFICATON OF OFFICE ASSISTANT
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the City Council Approve a resolution updating the Citywide Classification and Compensation Plan to include the class specification for Office Assistant.

BACKGROUND/DISCUSSION:

During the City's FY 2023 – 2024 budget process, the City Council approved the addition of an Office Assistant in the Community Development Department. At the time of approval of the annual budget, the class specification (job description) for Office Assistant had not yet been established. Staff has subsequently created the appropriate class specification and is poised to begin the recruitment process for the position. However, in order for Human Resources to commence, a class specification must be approved by the governing body as required by the City's Personnel Rules and Regulations.

Therefore, staff requests approval of the Resolution updating the Citywide Classification and Compensation plan to include the class specification of Office Assistant. Further, this class specification is generic and can be utilized city-wide should the City Council choose to approve additional positions in the future.

CONCLUSION:

Staff recommends the City Council approve the attached resolution Updating the Citywide Classification and Compensation Plan to include the Classification of Office Assistant

FISCAL IMPACT:

None – the fiscal impacts of the position are included within the FY 2023-2024 budget appropriation.

ATTACHMENTS:

Exhibit 1 - Resolution No. 2023-65

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. 2023-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, AMENDING THE CITYWIDE CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE THE CLASS SPECIFICATION OF OFFICE ASSISTANT

WHEREAS, Section 3.01 (Preparation and Adoption) of Chapter 3 (Classification) of the City of Bell Gardens Personnel Rules and Regulations requires the City Manager or designee prepare and maintain the Classification Plan which shall consist of those classes of positions in the City service as approved by the City Council in adopting, amending or revising the plan; and

WHEREAS, Section 3.05 (Request for New Classification) of Chapter 3 (Classification) of the City of Bell Gardens Personnel Rules and Regulations requires that upon request of the City Manager or designee, a department head provide information pertinent to class specification when requesting a new classification to be created; and

WHEREAS, Section 3.08 (Class Allocation) of Chapter 3 (Classification) of the City of Bell Gardens Personnel Rules and Regulation requires the City Council to approve new class specifications; and

WHEREAS, the addition of the classification of Office Assistant (Community Development) was approved during the annual budget process for Fiscal Year 2023-24; and

WHEREAS, the classification specification/job description attached hereto as **Exhibit "A"**, has been created and requires approval by the City Council.

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 presentation, discussion, oral testimony and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporates them herein.

SECTION 2. The City Council finds that the Human Resources Manager, as the City Manager's designee, has substantially complied with the procedural requirements of Chapter 3 (Classification) of the City of Bell Gardens Personnel Rules and Regulations.

SECTION 3. The City Council hereby amends the Classification Plan to include the Class Specification of Office Assistant retroactively for an effective date of July 1, 2023.

SECTION 4. The following classification and salary range was previously added to the City's classification and compensation plan as follows:

<u>CLASSIFICATION TITLE</u>	<u>SALARY SCHEDULE</u>	<u>MONTHLY SALARY RANGE</u>
Office Assistant	G242	\$3,756 - \$4,566

SECTION 5. The City Council approved the addition of the Office Assistant position in the Community Development Department with the FY 2023-2024 budget, no additional appropriation is required.

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 28th day of August, 2023.

THE CITY OF BELL GARDENS

Francis De Leon Sanchez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

EXHIBIT "A"

CLASSIFICATION SPECIFICATION/JOB DESCRIPTION

**CITY OF BELL GARDENS
OFFICE ASSISTANT**

DEFINITION

Under general supervision, performs a wide variety of routine difficult and responsible clerical and technical administrative support functions in support of a manager, supervisor or professional in an assigned department; composes documents; creates and reviews reports; prepares, processes and monitors requisitions, invoices and personnel actions; may provide logistical support for meetings, conferences and commissions; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

An Office Assistant performs journey-level duties in the clerical and administrative support series. Incumbents perform office, clerical and administrative support functions ranging in difficulty from routine to complex that require knowledge of City and department policies, procedures and operations. Assigned work requires the use of judgement in selecting appropriate procedures, conducting transactions with other departments, vendors and the public and solving routine to non-routine problems based on knowledge gained through experience.

Employees in this class typically report to a manager, supervisor or professional.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Answers, screens and refers telephone calls; answers questions from applicants and the public regarding City programs and services including clarification of regulations and ordinances, enrollment requirements and business processes and procedures; responds to escalated customer questions and complaints over the phone or at a public counter; researches requests from other City employees, vendors or the public; provides initial screening, assists with the preparation of forms and documentation and enrolls participants in City services and programs; provides recommendations on other services and community resources available to participants.

Creates, formats, edits, revises, proofreads, prints and/or publishes records, reports, correspondence, memoranda, forms and other documents; creates and/or revises presentation materials; coordinates production of materials with the Print Shop; establishes and maintains computerized and manual file systems, logs, distribution lists

and other data.

Inputs data and prepares and processes requisitions, purchase orders and check requests; verifies the accuracy of receipts and invoices; creates spreadsheets and manages databases to track purchases made by purchase orders; ensures invoices are compliant with contracts; validates information with vendors; updates budget spreadsheets.

Maintains a variety of standard office and specialized records and files; maintains and updates databases and tracking tools; gathers and enters data and information; summarizes information and generates specialized reports; collects data for audits and grant reporting; verifies the accuracy of data entry and identifies areas needing further review.

Monitors and maintains inventories of supplies and materials; types purchase requisitions and check requests; maintains a postage meter and arranges for meter replenishment.

Enters timesheet information for department employees in the City's payroll system; calculates and processes overtime and time-off payments; picks up and distributes payroll checks; may assist higher level staff in preparing and processing a variety of personnel action forms; answers questions from managers and employees regarding the status of personnel action forms and about human resource policies and procedures.

Prepares and processes managers' expense-related forms including travel requests and reimbursements, petty cash and expense reports; reconciles credit card statements and purchase card activity.

Schedules appointments and makes meeting arrangements; schedules usage of conference and meeting rooms; setup and cleanup for special events and commission meetings; contacts vendors and places orders for food, supplies and audio visual equipment; oversees other meeting logistics.

Performs related duties as assigned.

QUALIFICATION GUIDELINES

Education and/or Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Example combinations include graduation from high school or equivalent, and

three years of experience as a support secretary or administrative assistant involving a variety of office operations and administrative support responsibilities or supplemented by training in the clerical occupational field. Experience in a public agency is preferred.

Knowledge and Skill Levels

Working knowledge of related office methods, procedures and equipment operations, experience and ability to create MS Word documents, Excel spreadsheets, Access and PowerPoint presentations; Skill in the operation of a variety of office equipment, including keyboard operation. Ability to multi-task in a fast-paced public agency office environmental and interact courteously with the public, staff and other city departments is required.

Special Requirements

Possession of or ability to obtain a Class C California Driver License and a satisfactory driving record may be required for some assignments. Ability to communicate in Spanish is highly desirable.

Type net 40 words per minute with 95% accuracy or above.

Resolution No. 2023-65

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2023-65** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on August 28, 2023, 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 6.

TO: Honorable Mayor and City Council Members
FROM: Michael B. O'Kelly, City Manager
BY: Gustavo Romo, Director of Community Development
SUBJECT: **TRANSFER OF FORMER COMMUNITY DEVELOPMENT COMMISSION PROPERTY (5811 1/2 LIVE OAK STREET) TO SUCCESSOR AGENCY**
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the Successor Agency adopt the Resolution approving and accepting the transfer of the property located at 5811 ½ Live Oak Street (APN: 6227-004-800) ("Property" or "Little Rectangle") from Prime Frit El Portal, LLC, a California limited liability company ("Prime/Frit") to the Successor Agency by Quitclaim Deed ("Deed") (Exhibit 2), and subsequently transferring the Property back to the City of Bell Gardens ("City") for the purpose of maintaining the current wireless lease on the Property.

BACKGROUND/DISCUSSION:

Prime/Frit is the current owner of the Property, as evidenced in the Tidor Preliminary Title Report dated November 29, 2022. The Property is former Successor Agency property. The Successor Agency inadvertently transferred the Property to Prime/Frit when other Successor Agency property located adjacent to the Property was transferred to Prime/Frit in 2016.

The Property is 1,050 square feet in size, rectangular in shape, and designated within Zone C-4 (Heavy Commercial). The Property is currently developed with asphalt paving, wrought iron fencing, and an equipment structure with a wireless tower facility subject to a ground lease agreement with New Cingular Wireless PCS, LLC, which began July 23, 1991.

Transfer History

The area of land was originally Lot No. 12 of the I. Heyman Tract of the Rancho San Antonio with portions dedicated to the County of Los Angeles for school and street purposes in June of 1865. Lot No. 12 of the tract was further subdivided in 1937 in accordance with state and county provisions and became Lot No. 13 of Tract No. 11263. Parcel Map No. 62461 ("PM62461") was recorded in 2006 and created one parcel for commercial purposes and was a subdivision of certain lots within Tract No. 11263 and remainder parts of the I. Heyman Tract to include all of Lot No. 13 of Tract No. 11263 as a portion of parcel 1 of PM62461.

Explanation of Problem the Deed will Correct

On August 2, 2011, a Grant Deed from the Bell Gardens Community Development Commission ("CDC") to the City to create the Little Rectangle parcel from what should have been a portion of parcel 1 of PM62461 was recorded with the Los Angeles County Recorder. The transfer of the Little Rectangle parcel occurred prior to the official effective date of the CDC and was deemed "unauthorized" by the State Controller in an Asset Transfer Review and subsequent Review Report. The City then transferred the entire Property, which included the Little Rectangle, to the

Successor Agency by Quitclaim Deed recorded March 15, 2016. The Successor Agency then conveyed the entire Lot 13, which included the Little Rectangle, to El Camino Family Limited Partnership by Grant Deed recorded March 15, 2016. El Camino Family Limited Partnership conveyed the entire Lot 13, including the Little Rectangle, to Prime Frit El Portal, LLC, in a deed recorded July 7, 2016. Therefore, title to the Property is currently held by Prime Frit El Portal LLC.

Any conveyance of land to or from a governmental agency is exempt from the state's Subdivision Map Act. Transfer back to the Successor Agency would be consistent with the CDC's original intent of creation and expansion of community and economic development and accomplished by the proposed Deed.

Successor agencies are generally responsible for winding down the affairs of their respective, now-dissolved, redevelopment agencies. The Successor Agency is tasked with managing the affairs of the Former Bell Gardens CDC including, among other things, the disposition of former Redevelopment Agency properties.

In 2015, the Successor Agency included the Property in its Long-Range Property Management Plan ("LRPMP") as surplus land Property #9. California's AB 1486 requires all local agencies to prioritize affordable housing, parks, and open space when disposing of surplus land. On March 8, 2021, to proceed with the sale of the Property, the Successor Agency determined the Property was exempt surplus land being used for a governmental purpose in compliance with the Surplus Land Act.

Government Code section 54222.3 states that the Surplus Land Act does not apply to the disposal of exempt surplus land. The Property was formerly determined as exempt under the Surplus Land Act by Resolution No. 2021-03, as it meets the definition of exempt surplus land under Government Code section 54221, subdivision (f)(1)(B)(i) because the Property is less than 5,000 square feet in area.

ENVIRONMENTAL CONSIDERATIONS:

In accordance with the provisions and guidelines of the California Environmental Quality Act ("CEQA"), sale of surplus government property qualifies for a Class 12 Categorical Exemption pursuant to Section 15312 (Surplus Government Property Sales) of the State CEQA Guidelines. The Property has no significant value for wildlife habitat or other environmental purposes because the Property is used for a wireless facility. The Property is of a size that it is incapable of independent development and no change in the use of the Property or adjacent property has occurred since the time of the original 2011 conveyance.

CONCLUSION:

It is recommended that the Successor Agency approve and accept the deed transferring the Property from the current owner back to the Successor Agency by adopting the attached resolution, approve the subsequent transfer of the Property to the City, and direct staff to submit the appropriate documentation to the 1st District of the Los Angeles County Regional Oversight Board for confirmation at an upcoming meeting and final distribution to the State of California Department of Finance.

FISCAL IMPACT:

The City receives monthly rent payments of over \$4,000 under the wireless lease on the Property. If title is not restored to the City, the City will not be able to collect the rental income.

ATTACHMENTS:

Exhibit 1 - SA Resolution No. 2023-02

Exhibit 2 - Deed

Exhibit 3 - Appraisal

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

SUCCESSOR AGENCY RESOLUTION NO. 2023-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO FORMER BELL GARDENS COMMUNITY DEVELOPMENT COMMISSION APPROVING THE TRANSFER OF THE PROPERTY LOCATED AT 5811 ½ LIVE OAK STREET (APN 6227-004-800) FROM PRIME/FRIT EL PORTAL, LLC TO THE SUCCESSOR AGENCY IN ORDER TO REESTABLISH OWNERSHIP WITH THE CITY TO CONTINUE AN EXISTING LONG-TERM GROUND LEASE BETWEEN CITY AND AT&T ON THE PROPERTY

WHEREAS, the Bell Gardens Community Development Commission ("CDC") was dissolved by way of Assembly Bill 1X26 (as subsequently amended, the "Dissolution Act") and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231;

WHEREAS, the Dissolution Act created the Successor Agency to the CDC ("Successor Agency") to effectuate the "winding down" of the CDC, and it is a separate and independent public entity from the City of Bell Gardens ("City"), which provides for its governance;

WHEREAS, the Dissolution Act created the Oversight Board of the Successor Agency ("Oversight Board") to oversee, review, and approve certain actions of the Successor Agency to ensure compliance with the purposes and objectives of the Dissolution Act;

WHEREAS, upon dissolution of the CDC, all real property assets of the CDC were transferred to the Successor Agency for management and disposition in accordance with purposes and objectives of the Dissolution Act;

WHEREAS, the Dissolution Act requires the Successor Agency to prepare a Long-Range Property Management Plan ("LRPMP") to address the disposition and use of all real property assets of the CDC;

WHEREAS, the Successor Agency prepared a LRPMP to address the disposition that was subsequently approved by the Oversight Board;

WHEREAS, the property located at 5811 ½ Live Oak Street (APN 6227-004-800 ("Property" or "Little Rectangle") Property is listed as Property #9 on the LRPMP and states that it is subject to a cellular lease with AT&T;

WHEREAS, the current owner of the Property is Prime/Frit El Portal, LLC, a California limited liability company ("Prime/Frit") as evidenced in the Ticor Preliminary Title Report dated November 29, 2022;

WHEREAS, on August 2, 2011, a Grant Deed from the Bell Gardens CDC to the City of Bell Gardens attempting to create the Little Rectangle was recorded with the Los Angeles County Recorder;

WHEREAS, this transfer of the Little Rectangle occurred prior to the official effective date of the CDC, and was deemed “unauthorized” by the State Controller in an Asset Transfer Review and subsequent Review Report. The City then transferred the entire Lot 13, which included the Little Rectangle, to the Successor Agency by Quitclaim Deed recorded March 15, 2016;

WHEREAS, the Successor Agency then conveyed the entire Lot 13, which included the Little Rectangle, to El Camino Family Limited Partnership by Grant Deed recorded March 15, 2016;

WHEREAS, El Camino Family Limited Partnership conveyed the entire Lot 13, including the Little Rectangle, to Primestor El Portal, LLC, which was recorded July 7, 2016;

WHEREAS, title to the Little Rectangle is currently held by Prime/Frit and needs to be transferred back to the Successor Agency;

WHEREAS, Prime/Frit acknowledges the inadvertent transfer and is willing to transfer the Property back to the Successor Agency;

WHEREAS, the Property is intended for a governmental use and is currently subject to an active City Ground Lease for wireless communications dated July 23, 1991, as amended;

WHEREAS, Government Code section 54222.3 states that the Surplus Land Act does not apply to the disposal of exempt surplus land;

WHEREAS, the Property was formerly determined as exempt under the Surplus Land Act by Resolution No. 2021-03, as it meets the definition of exempt surplus land under Government Code section 54221, subdivision (f)(1)(B)(i) because the Property is less than 5,000 square feet in area;

WHEREAS, the Successor Agency seeks to transfer this property to the City of Bell Gardens for its municipal use;

WHEREAS, the Successor Agency considered and by this Resolution desires to approve the transfer of the Property by Prime Frit to the Successor Agency and ultimately to the City, and directs staff that the Agreement be submitted to the County of Los Angeles, First District Oversight Board for its review, consideration and approval.

NOW, THEREFORE, BE IT RESOLVED, the Successor Agency to the

former Bell Gardens Community Development Commission does hereby find and determine as follows:

SECTION 1. The recitals set forth above are incorporated herein and by this reference are made part of the findings.

SECTION 2. The Successor Agency hereby approves acceptance of the transfer of the Property from Prime/Frit to the Successor Agency by the quitclaim form of Deed attached as Exhibit 2 to the corresponding Staff Report.

SECTION 3. The Successor Agency hereby approves, subject to the approval of the Oversight Board, the transfer of LRPMP Property Assessor's Parcel Number ("APN") 6227-004-800, to the City from the Successor Agency in accordance with the approved LRPMP, using the quitclaim form of Deed attached as Exhibit 2.

SECTION 4. The Successor Agency further authorizes and directs the Executive Director of the Successor Agency ("Executive Director"), to make non-material changes and to take such actions as are necessary or convenient to implement the transfers of the Property with consultation from legal counsel.

SECTION 5. The transfer shall be subject to the approval of the Oversight Board and DOF.

SECTION 6. If any section, subsection, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution; it being hereby expressly declared that this Resolution, and each section, subsection, sentence, clause, and phrase hereof, would have been prepared, proposed, adopted, approved, and ratified irrespective of the fact that any single section subsection, sentence, clause, or phrases be declared invalid or unconstitutional.

SECTION 7. The transfer of Property is exempt surplus Property under the Surplus Land Act and is not subject to the Surplus Land Act.

SECTION 8. The Property is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15312. However, if development is proposed on the Property by a buyer at a future date, then that subsequent development may be subject to environmental review under CEQA.

SECTION 9. The Clerk of the Agency shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions and shall cause the same to be published or posted in the manner required by law.

Successor Agency Resolution No. 2023-02

SECTION 10. This Resolution shall take effect immediately upon its adoption by the Successor Agency, and the Clerk of the Agency shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED and ADOPTED this 28th day of August, 2023.

**SUCCESSOR AGENCY TO THE
FORMER BELL GARDENS
COMMUNITY DEVELOPMENT
COMMISSION ("Successor
Agency")**

Francis De Leon Sanchez
Successor Agency Chair

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
Agency Counsel

Daisy Gomez
Agency Secretary

Successor Agency Resolution No. 2023-02

I, Daisy Gomez, Agency Secretary of the City of Bell Gardens Successor Agency, hereby CERTIFY that **Successor Agency Resolution No. 2023-02** was adopted by the Successor Agency at a regular meeting of the Successor Agency to the Former Bell Gardens Community Development Commission at on August 28, 2023, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
Agency Secretary

**RECORDING REQUESTED
BY AND WHEN RECORDED**

MAIL TO:

Attn. Michael B. O'Kelly, City
Manager
City of Bell Gardens

City Hall
7100 Garfield Ave.
Bell Gardens, California 9020

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

This document is exempt from
the payment of a recording fee
pursuant to Government Code
Section 27383

This transfer is exempt from documentary transfer
tax pursuant to Revenue and Taxation Code Section
11922 as the Successor Agency (the grantee) is a
governmental agency.

DOCUMENTARY TRANSFER TAX \$ NONE

QUITCLAIM DEED

(Los Angeles County Assessor's Parcel Number: 6227-004--800)

Prime/Frit El Portal, LLC, a California limited liability company, does hereby remise, release, and quitclaim to the City of Bell Gardens as Successor Agency to the Former Bell Gardens Community Development Commission, a public body corporate and politic, all of the right, title, obligations, and interest of Prime/Frit El Portal, LLC in, to, and under the real property located in the City of Bell Gardens, County of Los Angeles, State of California, more particularly described in **Exhibit "A,"** which is attached hereto and incorporated herein by reference.

PRIME/FRIT EL PORTAL, LLC
a California limited liability company

Dated: _____

By: _____
Its:

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 62461, IN THE CITY OF BELL GARDENS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 343, PAGES 1 TO 5 INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

THE SOUTHERLY 52.50 FEET OF THE EASTERLY 20.00 FEET OF LOT 13, IN BLOCK 2 OF TRACT NO. 11263, AS PER MAP RECORDED IN BOOK 199, PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND MINERAL RIGHTS OF EVERY KIND AND CHARACTER, WHICH SAID OIL, GAS AND MINERAL RIGHTS, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT TO MINE, DRILL FOR, PUMP, REMOVE, SAVE, SELL AND RETAIN ALL OIL, PETROLEUM, GAS AND/OR OTHER HYDROCARBON PRODUCTS FROM SAID LAND AND EVERY PART THEREOF, TOGETHER WITH THE EXCLUSIVE RIGHT TO REMOVE THE SAME, AND TO GRANT, BARGAIN, SELL, LEASE OR OTHERWISE DISPOSE OF ANY OR ALL OF SAID RIGHTS FROM TIME TO TIME, TOGETHER WITH ONE-HALF OF THAT PORTION OF ANY ROYALTY RESERVED AND RECEIVED UNDER ANY OIL LEASE OR LEASES, AS RESERVED BY L. A. DECOMPOSED GRANITE CO., A CALIFORNIA CORPORATION, IN CORPORATION GRANT DEED RECORDED AUGUST 10, 1942 IN BOOK 19483, PAGES 151, OFFICIAL RECORDS.

APN: **6227-004-800**

CITY OF BELL GARDENS AS SUCCESSOR AGENCY

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed to the City of Bell Gardens as Successor Agency to the Former Community Development Commission (hereinafter, the "Successor Agency") by the within quitclaim deed dated _____, 2023 and executed by Prime/Frit El Portal, LLC (hereinafter, the "Quitclaim Deed"), is hereby accepted by the undersigned agent on behalf of the Successor Agency, pursuant to the authority conferred on the Successor Agency by Los Angeles County First Supervisorial District Consolidated Oversight Board to the former Bell Gardens Community Development Commission under Oversight Board Resolution No. 0B _____, dated _____, and the Successor Agency consents to recordation thereof by its duly authorized agent.

This conveyance concerns the real property described more specifically in Exhibit "A" of the Quitclaim Deed, and the purpose of such conveyance is to reestablish ownership of the property to the City of Bell Gardens to continue an existing long-term ground lease between the City and AT&T.

CITY OF BELL GARDENS AS SUCCESSOR
AGENCY TO THE FORMER COMMUNITY
DEVELOPMENT COMMISSION, a public
body corporate and politic

Dated: _____

By: _____
Executive Director
City of Bell Gardens as Successor Agency to the
Former Community Development Commission



NAGASAKI & ASSOCIATES
REAL ESTATE VALUATION CONSULTANTS

June 23, 2023

John N. Yonai, Principal
Tierra West Advisors, Inc.
2616 E. 3rd Street
Los Angeles, California 90033

Re: Appraisal Report
City owned site
5811 Live Oak Street
Bell Gardens, California

File No. 23-1700

Dear Mr. Yonai:

In accordance with your request, this writing transmits our Appraisal Report concerning the above-referenced property. The report which follows describes the property, its environs, our work carried out in this assignment, our analysis and supporting data. Based on our investigation and analysis, it is our opinion that the market value of the subject site, as of June 13, 2023, is:

ONE HUNDRED SEVENTY THOUSAND DOLLARS

(\$170,000)

This report is subject to the "Certification and Restriction Upon Disclosure and Use" as well as the "Contingent and Limiting Conditions Upon Which Appraisal Is Made" which follow this letter. Retained in our files are worksheets, field notes, maps, and other data upon which our analysis and conclusions are based. Should you have any questions concerning the contents of this report, feel free to call and we will respond promptly.

Respectfully submitted,

NAGASAKI & ASSOCIATES

Jeffrey T. Nagasaki, MAI
CA #AG003078

5811 LIVE OAK STREET
BELL GARDENS, CALIFORNIA



EXECUTIVE SUMMARY

Subject Property:
Location: 5811 Live Oak Street
Bell Gardens, California

Assessor's Parcel No.: 6227-004-900

Site Area: 1,050 sf (per calculations provided by the City)

Zone: C-4, Heavy Commercial

Flood Hazard: Zone X, minimal flood hazard

Census Tract No.: 6041.00

Present Use: Cellular equipment site

Improvement Description: Paving, iron wrought fencing and equipment building.

Highest and Best Use: Assemblage

Date of Value: June 13, 2023

Interest Appraised: Lease fee

Final Value Estimate: \$ 170,000

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Jeffrey T. Nagasaki, MAI	

CLIENT

Tierra West Advisors, Inc. and City of Bell Gardens

INTENDED USERS

The client and others as appropriate.

INTENDED USE

It is the intended use of this appraisal to provide the client with an estimate of the market value of the subject for use in the client's possible disposition and sale.

EXTRAORDINARY ASSUMPTIONS

None.

HYPOTHETICAL CONDITIONS

None

EFFECTIVE DATE OF VALUE OPINION

The date of value used in this report is June 13, 2023.

DATE OF REPORT

This report is dated June 23, 2023, generally corresponding to the completion of our current investigations, analyses of relevant data, and completion of this report document.

PURPOSE OF THE ASSIGNMENT

The purpose of this appraisal report is to provide our opinion of the market value of the leased fee interest of the subject property, as land only, for the possible sale as a remnant site to an adjoining property owners.

SCOPE OF WORK

We determined the scope of work necessary to meet the requirements of a comprehensive appraisal analysis. We confirmed the zoning of the subject property with the City of Bell Gardens, reviewed property ownership, and reviewed Assessor's maps. We completed a field inspection of the subject property, reviewed the subject and adjoining sites, took photographs and noting the characteristics of the property that are relevant to its valuation. The appraisal problem did warrant a highest and best use study. Given the nature of the subject real estate, our conclusion of highest and best use was based on logic and observed evidence. This involved a review of the value as vacant land in a determination of the highest and best use of the property. We reviewed the potential uses available to the subject property consistent with its shape and size, as well as underlying zoning and general plan designation. After careful study, we concluded that the highest and best use of the subject property was assemblage with the adjoining the site to the north and west of the subject.

The subject site is currently under ground lease to New Cingular Wireless PCS, LLC which initially began July 23, 1991 for an initial ten year term with (2) five year options to extend. The original lease has been subsequently amended with lease terms which began August 1, 2011 to include an initial five year term with (5) additional five year terms. Our analysis of the subject property includes a discounted cash flow in the Income Approach which considers the current and projected rental income and reversion value of the land at lease termination. The lease was automatically renewed under the current lease on August 1, 2021 and will

end on July 31, 2026. The lease will include annual 4% increases through the end of the term. We have completed our analysis based on the current lease until its term end of July 31, 2026.

We need to now consider the reversion value of the land at lease termination and only the Sales Comparison Approach was considered a reasonable valuation measure in the context of the subject site. We completed two studies to determine the market value of this remnant site. The first approach was to consider remnant lots purchased in the open market for various purposes, but each having the same limited utility and size that essentially precluded independent development. We located transactions over a broadened time frame and geographic area due to the limited number of sale transactions. We studied sales transactions considering the size, topography, location and topography of the subject. We compared and contrasted the features of the comparable sales with the subject. In this investigation of market data we utilized the Multiple Listing Service, Loopnet, and CoStar Comps, Inc. This provided us a direct methodology of the Sales Comparison Approach, to determine the market value of the subject site.

As a second method we considered the site “as assembled” with the adjoining property to determine the value of the entire site combined. This considered the zoning and utility of the adjoining site to the north and improved with an office building. The site is fully suited for development without the subject. We studied sales transactions of commercial land in the subject location, considering the size, topography, location and zone of the subject. We arrived at a concluded unit rate for the entire site on a price psf of site area. We then applied the pro-rata unit rate and considered the impact of the limited marketability of the site to the open market of alternative buyers and sellers, as required by definition of market value. We discounted the pro-rata unit rate to arrive at the market value of the subject site, available to the broader market of potential buyers and sellers, inclusive of the adjoining property owner, but not exclusively to that potential buyer.

In order to determine the leased fee interest in the land (ground lessor’s interest) we need to calculate the present value of the ground rental payments and reversion value of the land at the end of the lease term. We have done this using a discounted cash flow model. We began with the market value of the underlying land today, to use in the projected reversion value of the land, and described above. We then utilized a discounted cash flow to arrive at the ground lessor’s interest in the land. The resulting conclusion provides the leased fee land value of the subject site.

Our investigations included research of public records through the use of commercial sources of data such as comparable data services and computerized databases. Search parameters such as dates of sales, leases, locations, sizes, types of properties, and distances from the subject started with relatively narrow constraints and, if necessary were expanded until we retrieved data sufficient to estimate market value, or until the we reasonably exhausted the available pool of data. Researched sales data were viewed and efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers, or agents. In addition, we considered any appropriate listings or properties found through observation during the appraiser’s data collection process.

We then completed an appraisal in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by The Appraisal Foundation and the Code of Professional Ethics and Certification Standard of the Appraisal Institute. The results of our studies are presented in a Summary Appraisal Report, as defined in USPAP, which will include photographs of the subject property, descriptions of the subject neighborhood, the site, any improvements on the site, a description of the zoning, a highest and best use analysis, a summary of the most important sales used in the appraiser’s valuation, a reconciliation and conclusion with maps illustrating the sales in relationship to the subject property and other data deemed by the appraiser to be relevant to the assignment. Pertinent data and analyses not included in the report may be retained in the appraiser’s files. This report is subject to the “Certification and Restrictions Upon Disclosure and Use” and “Contingent and Limiting Conditions upon Which this Appraisal is Made.” In addition, this report is subject to the special conditions outlined in the transmittal letter.

REPORT OPTION

This report is an Appraisal Report in accordance with the reporting requirements set forth under Standards 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The Appraisal Report will summarize the details relevant to the valuation and appraisal process. Supporting documentation for this format is contained within our files.

DEFINITIONS

Title 12 of the Code of Federal Regulations Section(s)34.41 and 323.3 define market value as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) The buyer and seller are both typically motivated;
- 2) Both parties are well-informed or well-advised, and each acting in what they consider their own best interest;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The *Dictionary of Real Estate Appraisal, Sixth Edition*, by the Appraisal Institute, defines the following:

The Fee Simple Estate is defined as:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Leased Fee Estate is defined as:

“The ownership interest held by the lessor, which includes the right to receive contract rent specified in the lease plus reversionary right when the lease expires.”

Assemblage is defined as:

“1. The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; tile process that may create plottage value; *See also* plottage value. 2. The combining of separate properties into units, sets, or groups, i.e., integration or combination under unified ownership.”

Plottage is defined as:

“The increment of value that often occurs when two or more sites are combined to produce greater utility, resulting in a higher productivity or income than could be obtained from the individual smaller sites. *See also assemblage.*”

PROPERTY RIGHTS APPRAISED

The property rights herein appraised consist of the leased fee interest in and to the subject property, excluding mineral rights.

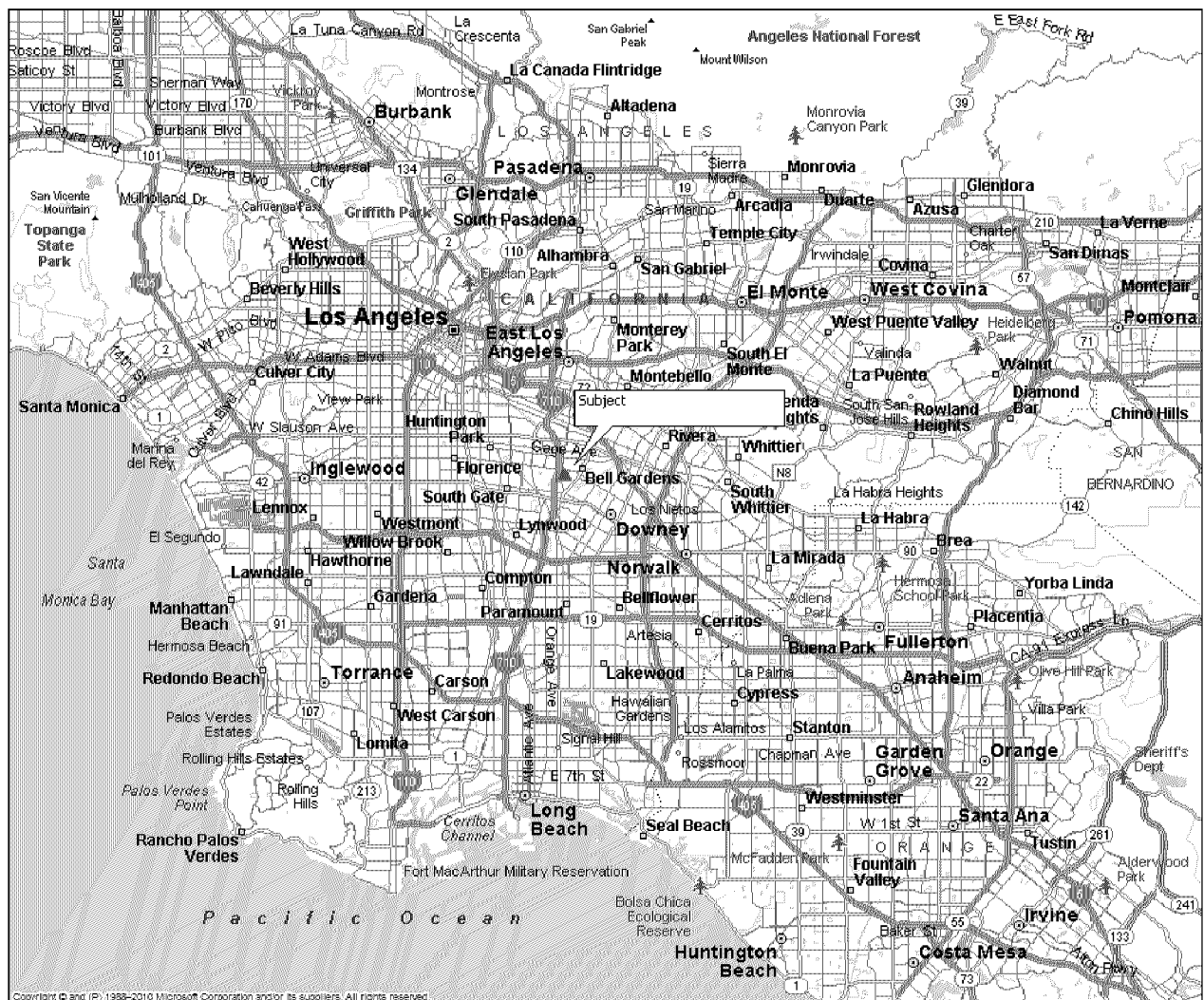
EXPOSURE AND MARKETING TIME

This refers to the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at a market value on the effective date of the appraisal; a retrospective estimate based on the analysis of past events assuming a competitive market. In the subject’s case, the exposure time was estimated to be six to nine months. We have also analyzed potential marketing time for the subject project. Our marketing time considers the current environment of demand for commercial land properties in the greater Southern California region. In addition this reflects the current environment of higher interest rates and potential for recessionary economic conditions and its impact on sale prices and purchase decision-making. We estimate that the marketing time would be six to nine months, assuming sufficient exposure to the market.

SUMMARY DESCRIPTION OF THE REAL ESTATE APPRAISED

Market Area

The County of Los Angeles contains approximately 4,083 sq. mi. It is bounded on the north by Kern County, on the east by San Bernardino County, on the southeast by Orange County, and on the northwest and west by Ventura County and the Pacific Ocean, respectively. The population estimate developed by the California Department of Finance as of January 1, 2023 was 9,761,210 a nominal 0.7% decrease from 2022.



Forty-five years ago, Los Angeles was the leading farm county in the nation. However, agricultural importance has since waned due to urban and industrial expansion. Today, the county’s varied economic base

includes trade, transportation, and utilities, government, educational and health services, professional and business services, and manufacturing. Tourism and entertainment, as well as international trade, also play a vital role in the county's economy. Employment statistics have continued to show declining unemployment rates, after the years of recessionary conditions. Continued improvement of economic conditions are impacting growth and expansions affecting the region, state and nation. The economy has shown strong employment and fundamentals with growth projected at a positive pace, better than that of the state and other parts of the region.

According to the *California Department of Finance April 2023 Monthly* Following an increase of 7.8% in 2021-the highest growth rate since 1984-California real Gross Domestic Product (GDP) grew by 0.4% in 2022. The state's deceleration was sharper than the U.S., as the nation's real GDP growth slowed from 5.9% in 2021 to 2.1% in 2022. California's share of U.S. real GDP fell to 14.4% in 2022 from 14.7% in 2021, but remained just above its pre-pandemic level of 14.3% in 2019.

Also in 2022, California personal income increased by 0.4% after 7.7% growth in 2021, while U.S. personal income grew by 2.4% after 7.5% growth. Total wages and salaries continue to be the main driver of personal income growth for both the state and the nation, with California total wages (not adjusted for inflation) increasing by 5.7% in 2022 and U.S. total wages increasing by 9.1% (the highest growth rate since 1984), following growth of 11.4% and 8.9% in 2021, respectively. California's share of U.S. personal income decreased to 13.8% in 2022, in line with its 2019 share, after increasing to 14.1% in both 2020 and 2021.

U.S. INFLATION & LABOR MARKET CONDITIONS

- U.S. headline inflation slowed for the ninth consecutive month in March, falling to 5% year-over-year from 6% in February and from its peak of 9.1% in June 2022. The decline was driven by year-over-year gasoline deflation, as gas prices had risen sharply from February to March in 2022 due to the Russian invasion of Ukraine. Core inflation- excluding food and energy-rose 0.1 percentage point from February to 5.6%. Shelter inflation, which measures rent currently paid by tenants, also rose 0.1 percentage point from 8.1% in February. This measure typically changes more slowly than other components due to contract leases.
- The U.S. unemployment rate fell 0.1 percentage point to 3.5% in March. The nation added 236,000 nonfarm jobs in March, with eight major sectors gaining jobs: leisure and hospitality (72,000), private educational and health services (65,000), government (47,000), professional and business services (39,000), other services (11,000), information (6,000), trade, transportation, and utilities (4,000), and mining and logging (3,000). Three sectors lost jobs: construction (-9,000), manufacturing (-1,000), and financial activities (-1,000).

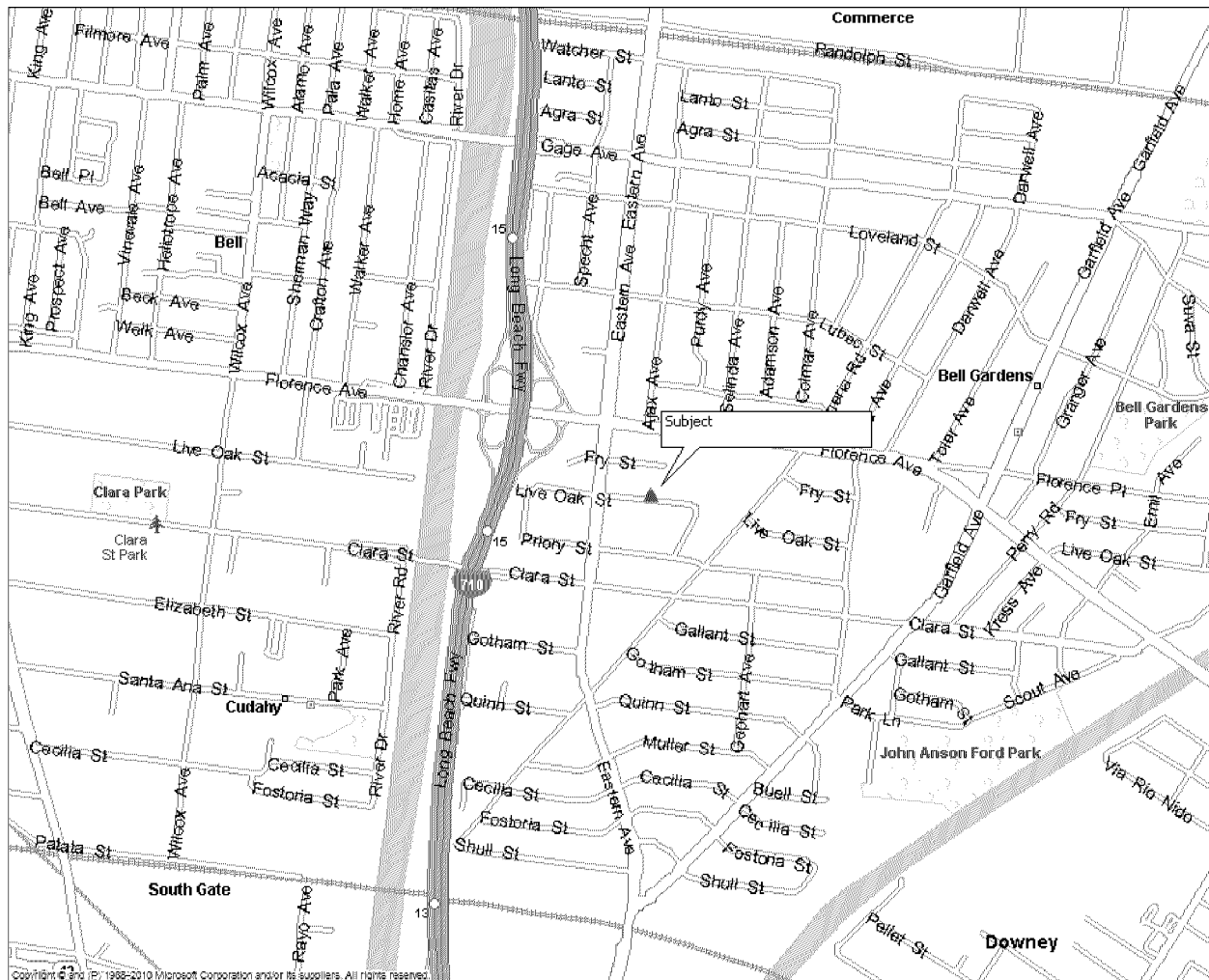
BUILDING ACTIVITY & REAL ESTATE

- Year-to-date through February 2023, California permitted nearly 105,000 units on a seasonally adjusted annualized rate (SAAR) basis, down 6.4% from January 2023, and down 13.4% from February 2022. February 2023 total permits consisted of over 45,000 single-family units (up 4.9% from January 2023, but down 34.9% year-over-year) and nearly 59,500 multi-family units (down 7.5% from January 2023, but up 15.9% year-over-year).
- The statewide median price of existing single-family homes increased to \$791,490 in March, up 7.6% from February 2023, but down 6.8% from March 2022. Sales of existing single-family homes in California totaled 281,050 units (SAAR) in March 2023, down 1% from February 2023, but down 34.2% from March 2022. The average 30-year mortgage rate for March 2023 was 6.54%, up from 6.26% in February 2023 and up from 4.17% in March 2022.

The City of Bell Gardens has a rich history dating back to the late 1700's when the area was associated with a large amount of land situated along the lower basin of the Rio Hondo area in Los Angeles County. Bell Gardens was once a bustling agricultural center for immigrants escaping the Mexican government. The land's original adobe dwelling was built in 1795 and named Casa de Rancho San Antonio by Lugo. When Gage occupied the residence, he added two wings and redwood siding, installed bronze fireplaces, and imported

expensive fabric wallpaper from France to serve as background for the Gage coat of arms, which enjoys a place of prominence in every room.

Because of the rich soil and abundant land, many Japanese immigrants are part of Bell Gardens' early history. Japanese Gardeners leased land and farmed to produce quality vegetables for the marketplace. Rice fields also mushroomed within the city limits of Bell Gardens. With some of the richest agricultural land in the country, Bell Gardens remained a farming community until the 1930's. In 1927 Firestone Tire Company bought some of the land at \$7,000 an acre. By 1900, Bell Gardens was divided into tracts of 40 to 100 acres. The land adjoining the city of Bell became known as Bell Gardens. In 1930, O.C. Beck purchased property and begins to build affordable homes for those suffering through the depression era. World War I and World War II brought defense plants to the area that helped build the economic stability and the population, which led to construction of new homes, more schools, and a prosperous business climate. Today, only a 2.4 square mile city, Bell Gardens maintains only a small portion of the original Lugo land grant, which is located at the site of the Casa Mobile home Park on Gage Avenue.



Bell Gardens is a relatively young city. Since its incorporation on August 1, 1961, Bell Gardens has grown from a population of approximately 4,000 to around 47,000. The median age is 27.3 There are six elementary schools, two intermediate schools, one high school and two adult schools. According to the *California Department of Finance*, the January 1, 2023 population estimate is 38,447 a 0.8% decrease from 2022. There are 9,986 housing units with 24% owner occupied by 76% renter occupied. Median household income was \$38,170.

Demographic information for the subject was provided by Environmental Systems Research Institute (ESRI), a leader in geographic information systems (GIS). The demographics analyzed were 2022 estimates by ESRI

for the area located within a one, three and five mile ring of the subject property. The following table shows the results for the subject.

	2022		
	1-mile ring	3-mile ring	5-mile ring
Population	36,062	330,109	859,015
Households	7,695	89,214	228,187
Average Household Size	3.88	3.67	3.73
Median Age	28.5	31.0	30.4
Median Household Income	\$50,458	\$62,116	\$60,471
Average Household Income	\$66,483	\$84,040	\$81,459
Per Capita Income	\$16,923	\$22,722	\$21,659

In addition to the resident population, there are 7,245 businesses in a one-mile ring with a employee population of 53,998, providing additional potential customer base. There are 2,329 (4.0%) owner-occupied housing units in a one mile radius with 50,421 (87.7%) renter-occupied housing units. Median home value for 2022 is \$616,323 and average home value of \$690,523 for the one mile ring. The area provides a modest income level in a predominantly rental housing market surrounding the subject, which also benefits from moderate commercial traffic volume near the subject property.

The subject property is located just north side of Live Oak Street . Live Oak Avenue is developed with the Bell Gardens Village Square shopping center anchored by Marshalls, Ross Dress For Less and Applebee's restaurant. The Quality Inn hotel, Bell Gardens Intermediate school are also along the north side of the street. Along the south side of the street are smaller multiple residential development. Most of the commercial development is located along Eastern Avenue with extensive retail and commercial development. The Bicycle Hotel and Casino is located on the west side of Eastern Avenue at Florence Avenue. The area is convenient to the transportation linkage of the Long Beach Freeway (Interstate 710) with on- and off-ramps on Florence Avenue.

Market Overview

According to *CBRE Marketview Greater Los Angeles Retail Q4-2022* - "2022 finishes strong despite macroeconomic challenges". While global and national concerns abound regarding the looming financial downturn, many economists are predicting that the potential recession will not be as bad as previously anticipated. Despite increased lending requirements and concerns regarding credit volatility, it is anticipated that interest rates will begin to level throughout 2023, barring further economic shifts as inflation and the labor market begin to cool. In an attempt to mitigate lowered consumer confidence, retailers will continue to enhance the overall consumer experience. Superior customer service and the integration of technology like "walk-out-purchasing" will be vital to luring consumers back to stores, restaurants, and other retail destinations. Additionally, as consumers continue to purchase more environmentally friendly goods, look for retailers to gravitate towards becoming more ESG-friendly. Demand for 2nd generation and high street retail space remains strongly favored and that will sustain throughout 2023.

<u>Sub-Market</u>	<u>Rentable Area SF</u>	<u>Overall Vacancy Rates %</u>	<u>Average Asking Rates</u>
Antelope Valley	8,136,430	6.1%	\$1.56
Greater Downtown	2,658,807	12.0%	3.49
Mid-Cities	12,308,795	4.2%	2.37
Mid-Wilshire	3,661,314	5.8%	3.14
San Fernando Valley	15,014,978	6.3%	2.78
San Gabriel Valley	20,703,457	5.4%	2.46
<u>Santa Clarita Valley</u>	<u>5,905,323</u>	<u>5.3%</u>	<u>2.54</u>

Sub-Market	Rentable Area SF	Overall Vacancy Rates %	Average Asking Rates
South Bay	20,150,801	3.6%	2.72
Southeast Los Angeles	7,269,313	5.0%	2.05
Tri-Cities	9,204,962	6.6%	3.32
Ventura	22,339,323	5.1%	2.34
West Los Angeles	5,320,161	12.6%	5.80
Greater Los Angeles Area	132,673,664	5.6%	2.77

Source: CB Richard Ellis 4th Quarter 2022

Overview:

- Vacancies in high street retail-corridors declined quarter-over-quarter, while vacancies in B-Class and lower markets saw increases.
- Woodland Hills experienced the largest retail sale across Greater Los Angeles when Kroenke bought The Village for \$325 million.
- Measure ULA, which imposes an additional tax on transactions valued at \$5 million or greater, was passed in Q4 2022. If a sale is between \$5 million and \$10 million, the tax rate will be 4.5% and any transactions greater than \$10 million will be taxed at 5.5%. Previously on a sale, only the capital gains from the transaction would be taxed. With measure ULA, the tax rate is applied to the entire purchase price.
- Asking rents gradually increased throughout 2022 and are expected to continue that upward trajectory in 2023.
- As costs for ground-up developments continue to rise, look for retail developers and investors to pivot and focus on redesigning existing retail properties to attract more consumers.

Los Angeles County's seasonally unadjusted unemployment rate was 4.5% as of December 2022. While this rate stood higher than the CA state rate of 4.0%, LA County's unemployment has cooled down from 4.9% quarter-over-quarter. The Transportation and Warehouse sector continued to post strong employment numbers at 219,600; a 1.4% increase quarter over quarter and 4.3% increase year-over-year. Although the retail workforce is beginning to level out after experiencing historic highs in both quits and job openings in late 2021 and into 2022, retailers will continue to have their hands full trying to find enough employees to fill their operations. Implications tied to staffing and employee compensation will persist in 2023 as many retailers continue to be short-staffed. The incorporation of technology to repeatable or simplified tasks, will prove valuable amidst a lack of qualified employees and high costs associated with hiring. Greater Los Angeles's average asking lease rate finished \$2.77 in Q4-2022, experiencing no change quarter-over-quarter but increasing \$0.02 year-over-year. Despite macroeconomic headwinds in 2022, Greater Los Angeles's asking rate remained steady throughout the year. never dipping below \$2.73.

Total leasing activity declined 13% quarter-over-quarter, finishing at 21M total sq. ft. leased in Q4- 2022. Although Greater Los Angeles posted 57,762 sq. ft. of negative absorption in Q4, several submarkets finished out the year on a high note. Mid-Cities and the San Gabriel Valley had the strongest quarters. recording 44,084 sq. ft. and 34,704 sq. ft. of positive net absorption, respectively.

There were no construction deliveries reported in Q4 2022. 400,000 sq. ft. is currently under construction at Del Amo Blvd - Phase 1, in Torrance and is set to deliver in December of 2024. Hollywood Park is the largest retail project that is currently under construction in GLA. The 300-acre development next to SoFi Stadium is set to encompass 890,000 sq. ft. of retail space. This substantial retail development is 65% leased or under negotiations, and will be home to a vast range of tenants. Large tenants like Cinopolis and smaller tenants like Red Bay Coffee will be able to take full advantage of the foot traffic that spills over from the stadium, offices, and residential properties that are all within walking distance.

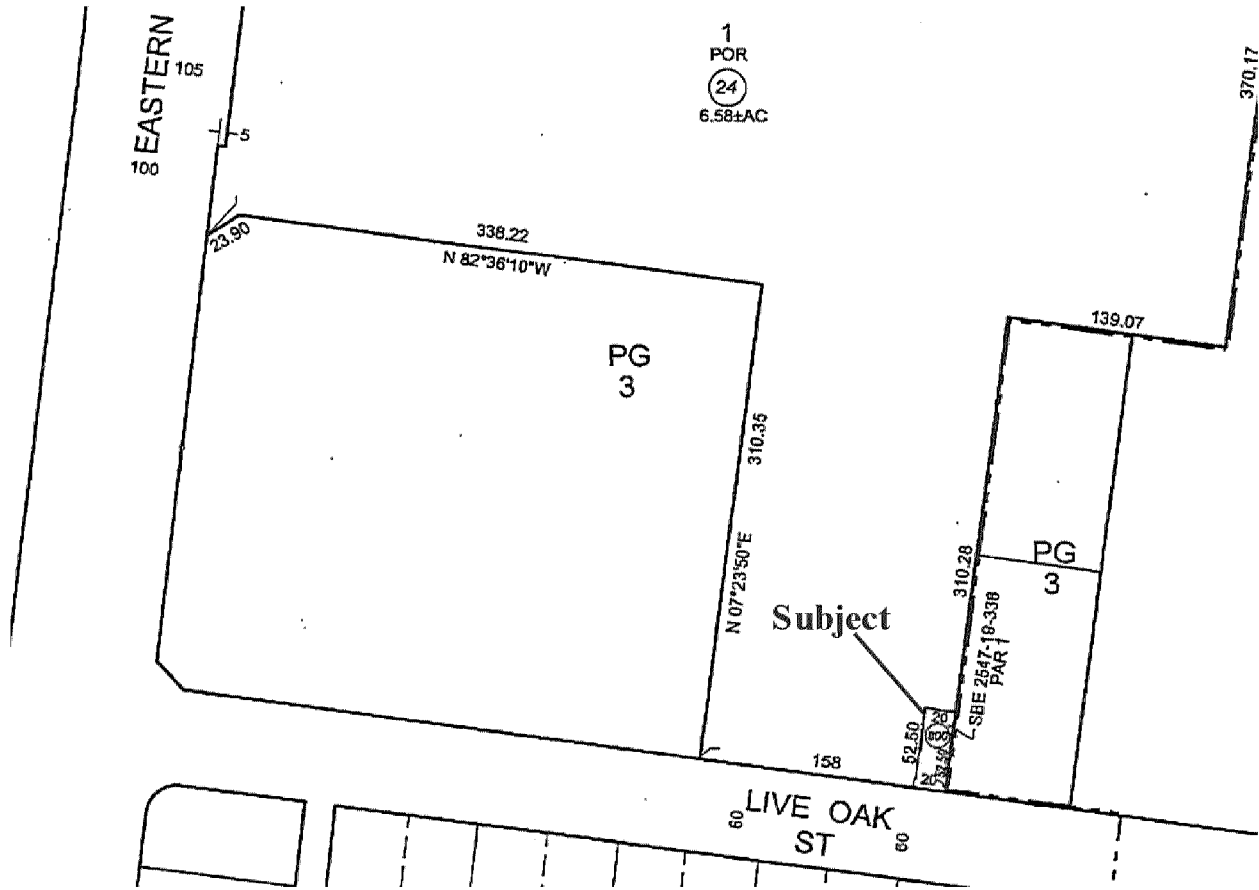
Concerns surrounding inflation and labor markets are some of the chief concerns for the Federal Reserve heading into the new year. This exposes the market to interest rate risk as previous low yield bonds will be devalued by higher yield bonds in the open market. This could cause instability in sectors and portfolios who have a higher exposure to debt securities in the near term. In addition to risk, this has materially affected the world of real estate capital markets with investment volume deceleration as debt has become more selective. If trends continue, cap rate will decompress along with property pricing adjustments to attract more equity based cash buyers.

Total sales volume reached its lowest level over the span of the past five consecutive quarters, but remained higher than the historical average. Class A retail sales volume saw a 74% decrease quarter-over-quarter, while Class B property sales experienced a 25% decline quarter-over-quarter. The most active markets measured by total sq. ft. transacted includes the San Fernando Valley, East Los Angeles, and the South Bay.

SOUTHEAST LOS ANGELES RETAIL MARKET 4TH QUARTER 2022

Market	No. of Bldgs.	Total Building SF	Vacant SF	Total Vacancy Rate	Overall Lease Rate (SF/Month)
Southeast Los Angeles	35	7,629,313	363,165	5.00%	\$2.05

Site Map



Ownership History

The subject property currently shows title held by:

City of Bell Gardens

We do not have details on the original acquisition of the subject site. The subject was owned by the Bell Gardens Community Development Commission and was transferred to the City of Bell Gardens on August 2, 2011 via Document No. 35684. The City is in process of returning title to the City of Bell Gardens Successor Agency. The subject property is not listed for sale. There have been no market transactions involving the subject property in the last five years.

Location

The subject site is located on the north side of Live Oak Street and has the following address:

5811 Live Oak Street
 Bell Gardens, California 90201

Legal Description

The complete legal description is contained in the legal description located in the mapping in the Addenda.

Land

Shape: Rectangular;
 Dimensions: 20 ft. x 52.50 ft.
 Area: 1,050 sf (per the City)
 Topography: Level at street grade.
 Soils and Drainage Conditions: No soil report has been made available, but a visual inspection of the subject and surrounding properties and developments revealed no other adverse conditions. Our conclusions are subject to revision pending receipt of a soil report.
 Hazardous Substances: We have not reviewed a site assessment for the subject property. There does not appear to be any obvious negative environmental issues that might impact the marketability and/or the value of the subject property. Our appraisal report is subject to review of the environmental assessment report and the following of any clean-up recommendations contained in that report.

Zone

The subject site is zoned C-4, Heavy Commercial for the city Bell Gardens. The C-4 zone was established to provide for regional commercial needs. This zone provides for intensive commercial activities and specialized service establishments that require a central location within a large urban population. It also permits the development of wholesale businesses and major financial and administrative centers that may serve an entire region. It permits a broad variety of retail, office and commercial uses including those permitted under the C-3 zoning. The zoning does not permit residential uses. Minimum lot size is 15,000 sf maximum FAR of 5.0 and 90% lot coverage. Parking requirements are generally one space per 250 sf for retail uses, one space per 300 sf for offices, one space per 200 sf for medical offices, one space per 21 sf of seating area or for every three fixed seats, plus one space for each two employees for restaurants.

Assessor's Parcel No.: None
 Assessed Value:
 Land: None
 Improvements: None
 Total: None
 Actual Taxes: As publically owned land the subject is exempt

In accordance with Proposition 13, the subject would be reassessed under sale or other subsequent transfer to a private ownership.

We have reviewed a title report for the adjoining subject parcel. Visual inspection of the subject property revealed no apparent conditions that would negatively impact property value. All of the usual and necessary public utilities are available to the subject property.

The subject property enjoys full pedestrian and vehicular access to Live Oak Street, a local east/west right of way dedicated to a width of 50 feet, with one lane in each direction. Parallel parking is permitted along both sides of the street in front of the subject. The right of way has asphalt paved surface, and includes concrete curbs, gutters and partial sidewalks.

Improvements

The subject property has asphalt paving, iron wrought fencing, and equipment structure with cellular tower.

Occupancy

The subject site is currently under ground lease to New Cingular Wireless PCS, LLC which began July 23, 1991 for an initial ten year term with (2) five year options to extend. The original lease has been subsequently amended to begin August 1, 2011 for an initial five year term with (5) additional five year terms. According to the terms of the lease the current rent is \$4,345.05 per month with an annual lease adjustment of 4% to occur on August 1, 2023. The projected rent on that date will be \$4,518.85. The tenant is responsible for all utilities, maintenance and taxes associated with the property.

Highest and Best Use - As Vacant

Highest and Best Use as defined by The Appraisal of Real Estate, 14th Ed., Appraisal Institute: Chicago, Illinois, is:

"The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property -specific with respect to the user and timing of use-that is adequately supported and results in the highest present value"

Our analysis of Highest and Best Use includes two studies: Highest and Best Use of land as if vacant, and Highest and Best Use of property as improved. The highest and best use of both land as if vacant and property as improved must meet four criteria. The highest and best use must be legally permissible, physically possible, financially feasible, and maximally productive.

Legally Permissible:

Under the present C-4 zone, uses are primarily limited to commercial uses but does not allow residential development. It is clear that the overall location and development trends would suggest that a retail project would be consistent with the current land use in the area, as well as the existing zoning. There are limitations on setback and size which would impact use and independent development s.

Physically Possible:

The subject is a narrow site with a total of 1,050 sf, level at street grade. The size does not meet the base standard for development. Therefore as a single site it requires assemblage with any adjoining site to provide an adequate base for development consistent with the legally permissible uses.

Financially Feasible:

Those improvement programs that would produce a positive return on the investment required to construct them. Rent levels and sale prices for retail properties had been increasing over the last several years, but due to rising interest rates and potential for economic recession, this trend has slowed. A review of current construction costs plus land when compared with the sale prices for newer developments indicates that these new developments have been feasible in recent market, however the rising interest rates has made the availability for funds for financing new projects limited. This is supported by the recent slowing trend of new development and construction which is occurring in the general region. Any use or development of the subject site would

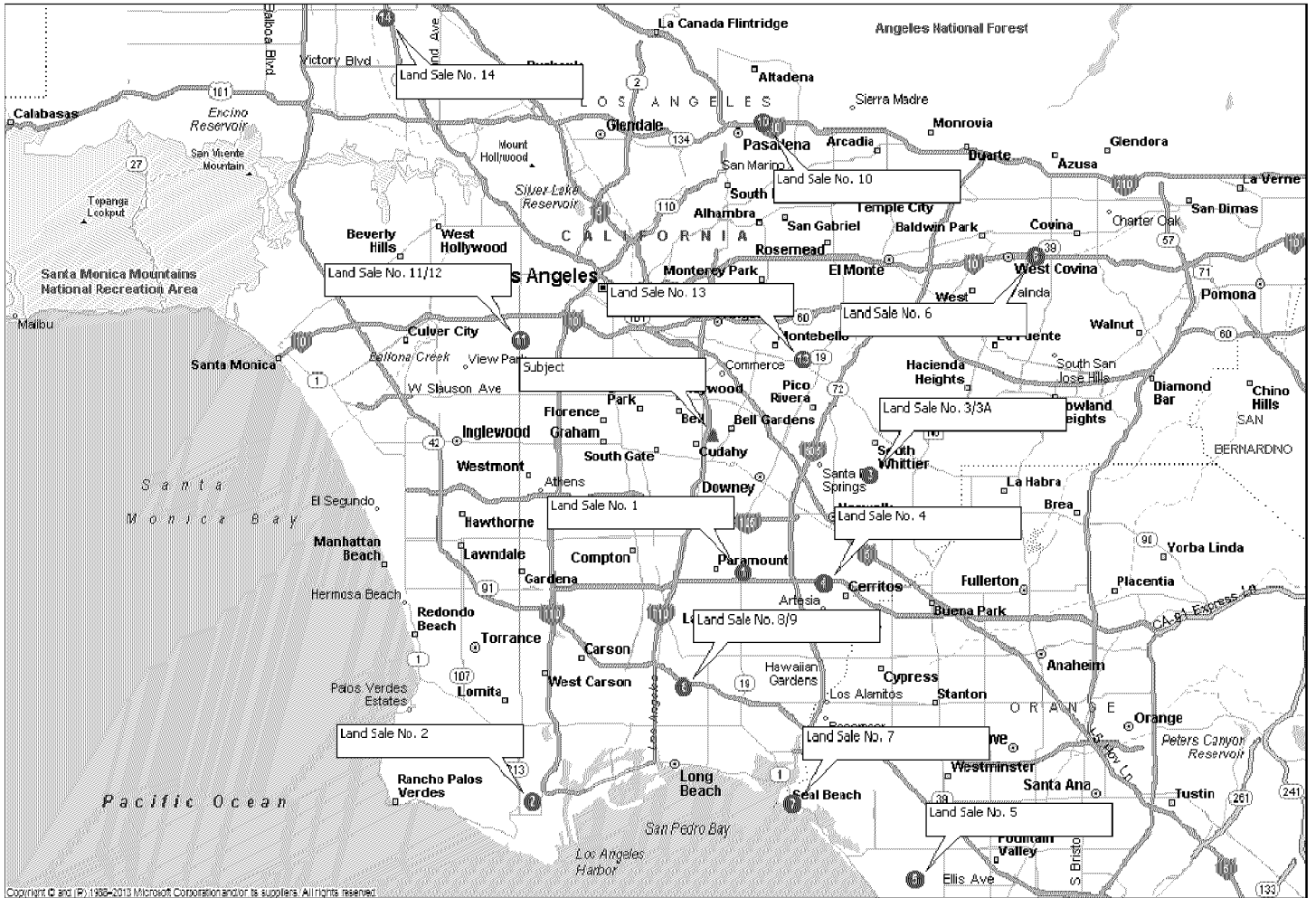
require some assemblage to provide an adequate base for development and adequate area for construction. The independent development of the subject is not achievable, the only financially feasible use of the subject would be assemblage with the adjoining site consistent with its physically possible uses.

Maximally Productive:

The maximally productive use is that which results in the highest return to the subject property. Economic factors are not fully conducive to development. Therefore, we conclude the maximally productive use for the subject site, as vacant, is assemblage with the adjoining site.

Assemblage with the adjoining lot to the north and west appears feasible and does provide a significant benefit for access parking and utility. Thus, assemblage with this site appears viable and the highest and best use of the subject site.

MARKET DATA MAP - SMALL AND REMNANT LOT SALES



VALUATION

Our assignment involves the valuation of the 1,050 sf subject site with commercial zoning and a highest in best use as an assemblage site with adjoining improved commercial property. The subject is currently under a ground lease as a cellular tower site. Our analysis of the subject includes a discounted cash flow in the Income Approach which considers the current and projected rental income and reversion value of the land at lease termination. The lease was automatically renewed under the current lease on August 1, 2021 and will end on July 31, 2026. The lease includes annual 4% increases through the end of the term. We have completed our analysis based on the current lease until its term end of July 31, 2026.

We need to consider the reversion value of the land at the end of the July 2026 lease termination and only the Sales Comparison Approach was considered a reasonable valuation measure in the context of the subject site. We have utilized two methodologies in order to analyze and determine the market value of the subject site. Initially, we analyzed the valuation of the subject site as a remnant parcel to be acquired for the use in a passive manner absent ultimate development. We have collected and obtained remnant parcel acquisitions of sites which ultimately could not be developed. The variety of transactions across Southern California provided us a base of potential values for the subject property. In the second methodology, we have analyzed the subject property as vacant commercial land, assembled with the site at 5800-5810 Florence Avenue creating a 288,672 sf (6.627 acre) site. In this study, we considered commercial land sales comparing and contrasting them with the assembled site. We then considered that the unit rate assumes the site would be suitable for development as a larger single parcel. There is one other adjacent ownership which might consider assemblage, but as a public school site, there are no benefits afforded by the small site area. It is therefore clear that the limits of the site’s development are restricted and thus we must discount its value to reflect this lack of independent marketability. We considered an appropriate discount for the subject. This approach provides another methodology to consider the valuation of the subject property. Ultimately, we considered each of these approaches in our analysis and determination of market value.

Sales Comparison Approach - Remnant and Small Lot Sales Value Analysis

The market for vacant land sales within the subject’s vicinity was surveyed to obtain sale information for our use in estimating the market value of the subject property at reversion. In our search, we considered sales of smaller sites, which may or may not allow use or development, that are relevant in size to the subject. We initially focused on sales of smaller sites located within the Bell Gardens area. However, with the limited set of initial sales, we expanded our search both by sale data and geographic range to include sales from 2005 to the present in the Los Angeles and Orange County areas. From the initial body of data, we narrowed our search to those sites with similar physical characteristics of the subject.

Our data search for sales of comparable properties extended from January 2005 to the present. The data items are summarized on the following table and are displayed geographically on the market data map. The sources of market data include records of the Los Angeles and Orange County Assessor’s compiled by First American Real Estate Solutions LLC, Comps, Inc., the Multiple Listing Service, and interviews with knowledgeable local brokers who specialize in the marketing land in the area.

**SMALL AND REMNANT LOT LAND SALES
SOUTHERN CALIFORNIA**

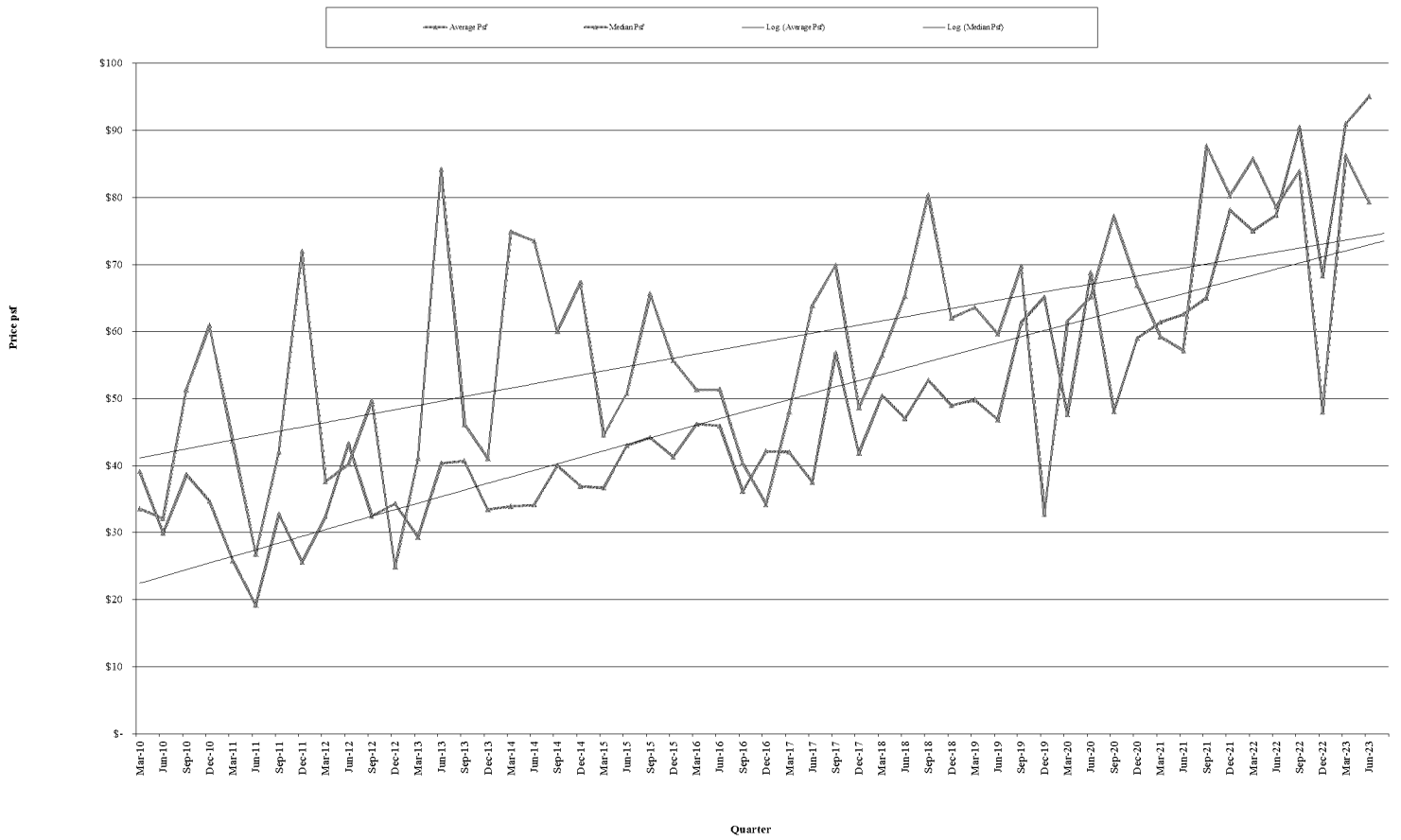
No.	Location	Sale Date	Site Area	Zone	SALE PRICE		Comment
					Total	Psf Land	
1	8059 Maple Street Bellflower	10/05	2,025	R1	\$15,000	\$7.41	Purchase of independent site; not by adjoining property owner.
2	Mermac Street San Pedro	3/06	1,934	C2	60,000	31.02	Alley access only.

3a	13327 Telegraph Road Whittier	3/06	2,247	C1	14,500	6.45	Purchase as speculation;
3b		10/06			35,000	15.58	Purchase by adjoining property owner for assemblage
4	NWC Clarkdale & Aclare Cerritos	3/07	4,029	RS-6500	57,000	14.15	Assemblage by adjoining property owner
5	NS of Ellis Avenue Huntington Beach	8/07	2,800	OS-PR	50,000	17.86	Purchase as speculative lot; sold by NRRL
6	NS of Gardenglen Street West Covina	3/08	2,415	R1	4,900	2.03	Purchase by adjoining property owner
7	204 10 th Street Seal Beach	5/08	2,500	R	50,000	20.00	Purchase as assemblage by a buyer of the adjoining site for residential development
8	SS of Spring Street Long Beach	9/08	2,750	SP4	38,750	14.09	Assemblage purchase by the Signal Hill RDA
9	SS of Spring Street Long Beach	9/08	2,750	SP4	38,750	14.09	Assemblage purchase by the Signal Hill RDA
10	NS of Maple St/Michigan Pasadena	2/15	2,588	RM-48	18,000	6.96	Triangular site with full street frontage
11	3814 St Andrews Place Los Angeles	5/20	1,216	R2	26,500	21.79	Walk street; purchased by adjoining property owner.
12	3807 St. Andrews Place Los Angeles	10/20	1,111	R1	30,000	27.02	Walk street;
13	4649 Ivy Street Pico Rivera	10/20	610	SF	5,000	8.20	Triangular site purchased by adjoining property owner
14	8001 N. Bonfield Avenue North Hollywood	9/22	1,146	R1	21,000	14.83	Purchased by adjoining property owner for assemblage

We therefore considered necessary to determine the impact on land sale prices across the region since 2005 to provide a foundational basis for any relevant adjustment for market conditions. We included a study of the trend in Los Angeles and Orange county land prices since 2010 for sites in between one-quarter and five acres in size. The information was obtained from CoStar Trend Report and shown on the following graphic page. The past thirteen years have been subject to fluctuation but has shown a steady increase of prices and demand for land with the improving economy, affordable interest rates, and general improvement in economic indicators. This comes after the recession of 2008 and 2009 during the last financial crisis. As a result the demand and prices paid for land has been moving upward with the increases in the numbers of transactions and prices paid. There has been a slowing of this trend given the recent increases in the recent increase in financing costs due to the moves by the Federal Reserve to raise the Federal Funds rates in order to stem the dramatic rise of inflation rates. This also may reflect some resistance due potential for recessionary conditions into the near future.

In comparing these transactions to the subject property, we consider the time of sale, conditions of sale, general location, site size, and development potential. Land sales of the size and character of the subject are priced on a total sale price and price psf basis. Factors of comparison were considered in this analysis include general location, including surrounding properties, comparable development, density, and general improvements.

Los Angeles/Orange County Commercial/Industrial Land Sale Prices



Item No. 1 is the sale of a site purchased by a nearby property owner for use as a garden. Site size is too small for independent development and R1 zoning provides no attributable benefits for added assemblage or development. Location is similar. Date of sale is inferior. Larger site size is inferior on a price psf basis. Overall, we would expect the subject to sell for a greater rate to this item.

Item No. 2 is a site located on Mermac Street in San Pedro. This is a small alley type street and is a C2 zoned lot. The site is too small for independent development and was purchased by a user for lot storage. The site remains an open lot, is similar in C2 zoning and ultimately could be developed with some commercial development. Date of sale is inferior and lot size are similar. Overall, we would expect the subject to sell for a lesser rate than this item.

Item No. 3 is the sale of a commercial lot that was designated as excess by a local water company. The buyers were speculators interested in “flipping” the property to another property owner. The lot is inferior in location due to alley access only. Date of sale is inferior. Location is slightly inferior. The conditions of sale were considered inferior and below market. They subsequently sold the site in Item No. 3b to the adjoining property owner at a sizable increase. Overall we would expect the subject to sell for a rate higher than the initial purchase but in line with the more recent of the purchase.

Item No. 4 is the sale of a site on Clarkdale Avenue in Cerritos. Date of sale is slightly superior. Larger site size is superior. The property is zoned single family residential use but it is too small for independent development. The site is located adjacent to a church facility and a vacant development site. The property was purchased by the adjoining developers of the vacant site. The property, given its size and characteristics provides no significant contribution to the assemblage value of the larger adjoining site. It was offered on the open market for \$62,500 but no other buyers considered purchasing the property. Lack of build ability was a significant factor although it enjoys corner exposure and two street frontage. Overall, we would expect the subject to sell for a greater rate.

Item No. 5 is the sale of an “encyclopedia lot” in Huntington Beach. Date of sale is inferior. The site was purchased from a firm that sells sites for speculative use by marketing them to distant and foreign buyers. The owners continue to pay property taxes and apparently have not defaulted on the property. This transaction is indicative of the sale of speculative lots to unsophisticated buyers as potential investment lots. We did not give much weight to this sale but recognize that the transaction due to its location.

Item No. 6 is the sale of a small remnant parcel which is R1 zoned and located in West Covina. The site is too small to be developed into an independent site and was offered to the open market. The buyer was the adjoining property owner who essentially utilizes it as open space. It provides no additional contribution for density, as the single family zone regulations limits development to the combined site of only one residence. Date of sale is inferior. Overall the size and characteristics of the site, we would consider the subject to sell for a greater rate than this item.

Item No. 7 is the sale of small residential lot that is not buildable, but was purchased in a transaction involving the adjoining larger site. The lots in this Seal Beach area are often similar in size to this item and developable under most conditions. The assemblage benefits, zoning and development potential are superior. The date of sale and site size are similar. Overall we would expect the subject to sell for a slightly lesser rate than this item.

Item Nos. 8 and 9 are the sale of two smaller sites in Signal Hill. The sites were purchased from separate sellers and were assembled by the city for the development of an auto dealership site. Both sites were single sites which are not precluded from development, but certainly so small that any use or development is limited. The sites are impacted by oil well production. The sites were purchased by the Signal Hill Redevelopment Agency at market value without threat of eminent domain. The sites were purchased for assemblage benefits which is superior. Date of sale is slightly inferior. Overall, we would expect the subject to sell for a similar to greater rate than these items.

Item No. 10 is a small triangular site with full street frontage in Pasadena. The date of sale is inferior. The site area is similar, but zoning is superior. Location is similar. Overall inferior to the subject.

Item No. 11 is smaller residential site on St. Andrews Place in Los Angeles. The date of sale is similar to slightly inferior. The site is limited in development due to walk street frontage. The site was purchased by an adjoining property owner to expand their rear yard. Location is inferior. Assemblage benefits is superior. Overall similar to slightly superior.

Item No. 12 is another lot like Item No. 11. However this site was purchased by a nearby property owner for possible development. The date of sale is slightly inferior. Location is slightly inferior. Overall similar.

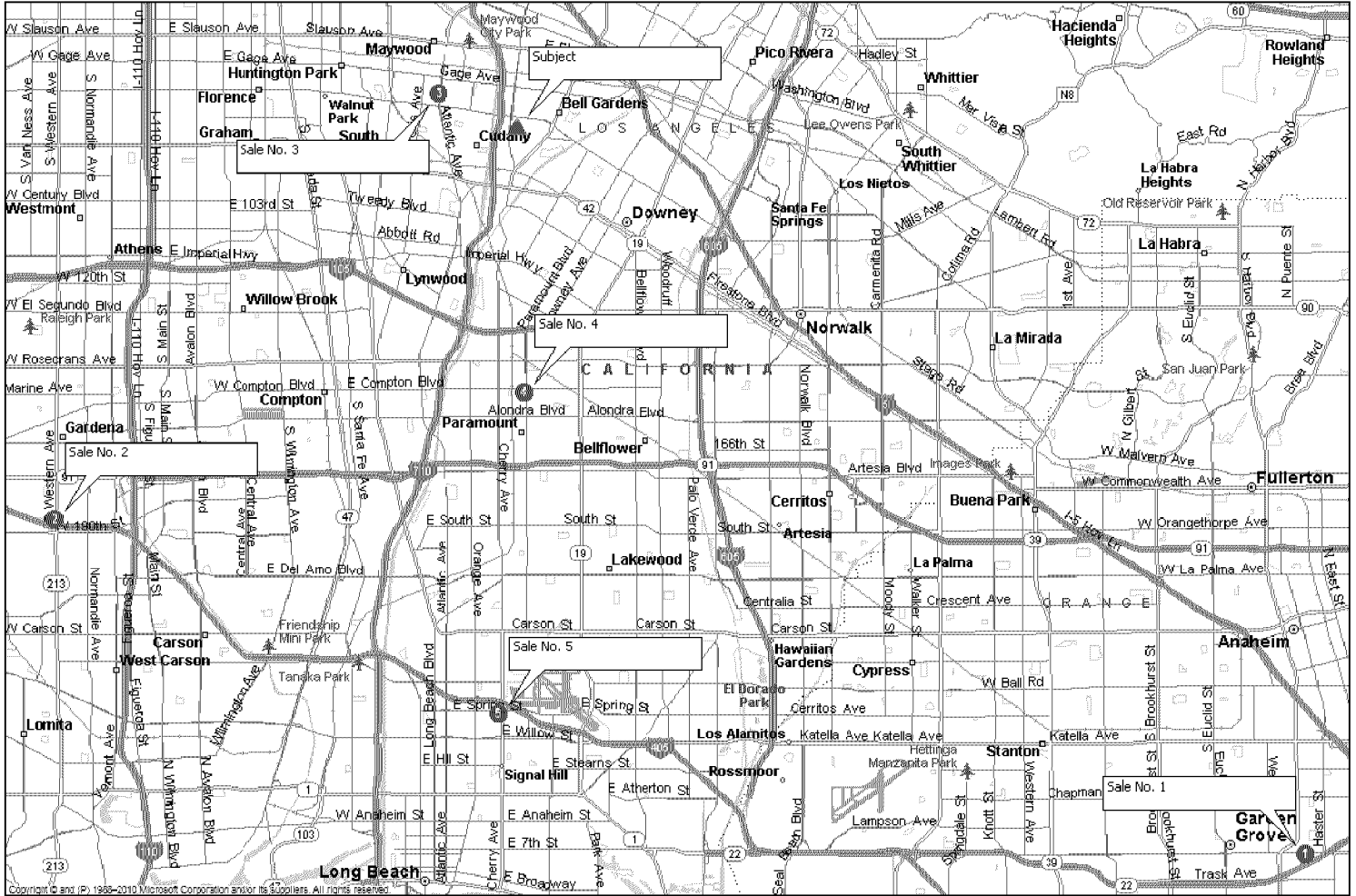
Item No. 13 is smaller triangular site purchased by the adjoining property owner for use as landscaping front yard. Date of sale is similar to slightly inferior. Smaller lot area is inferior. Assemblage benefits are superior. Location is slightly inferior. Overall inferior to the subject.

Item No. 14 is a triangular shaped site on Bonfield Avenue in North Hollywood. The date of sale is similar. The site was purchased by the adjoining homeowner for use in expanding his yard. Location is similar. The assemblage benefits are superior. Overall similar.

Based on this set of data we would conclude with a value of the subject at \$18.00 psf of site area. This equates to the following:

$$\begin{array}{rclclcl} 1,050 \text{ sf} & & \times & & \$18.00 \text{ psf} & = & \$18,900 \\ & & & & \text{Rounded:} & & \$19,000 \end{array}$$

MARKET DATA MAP - COMMERCIAL LAND SALES



Sales Comparison Approach - Assemblage Valuation Analysis

This methodology incorporates the valuation of subject property as assemblage with the adjoining Bell Gardens Village Square shopping center parking lot. In the scope of work, we included the adjoining commercial land site and the subject piece assembled as a single parcel. We utilized the base of data of commercial land sales to determine the value of the site assembled with this parcel.

The market for commercial land in the vicinity of the subject property was surveyed to obtain sale information for our use in estimating the market value of the fee simple interest in and to the combined subject site. We focused on commercial land sales that did not include mixed use or multiple residential development due to the current site zoning. The sources of market data were similar to our earlier study. After the market data was collected, the market data items were then compared to the subject property.

COMMERCIAL LAND SALES

No.	Location	Sale Date	Zone	Site Area SF	Sale Price	
				Area Acre	Total	Psf
1	12692 Garden Grove Boulevard Garden Grove	Oct-21	HCSP	<u>45,302</u> 1.04	\$3,100,000	\$68.43
2	18715 S. Western Avenue Torrance	Oct-21	C2	<u>93,218</u> 2.14	7,500,000	80.46
3	6801 Atlantic Avenue Bell	Jun-22	C3	<u>54,550</u> 1.25	3,100,000	56.83
4	15101 Paramount Boulevard Paramount	Apr-23	PD-PS	<u>142,877</u> 3.28	8,600,000	60.19
5	521 E. 29th Street Long Beach	May-23	SP-1-M	<u>240,016</u> 5.51	16,817,500	70.07

In this analysis and in other similar studies, we observed the price per square foot to be the most consistent pricing parameter. Accordingly, our comparative analyses between the sale items has been conducted with the primary emphasis on price per square foot of site area. Elements of comparison included location (surroundings), mid-block or corner exposure, accessibility), size, zoning, topography and site shape. As a reminder, this study considers the combined assemblage of the subject site with the site at 5800-5810 Florence Avenue creating a combined 288,672 sf (6.627 acre) site, with corner exposure and traffic counts of 57,503 ADT (average daily traffic) along Florence Avenue and 23,526 ADT along Eastern Avenue.

Item No. 1 is a commercial site in Garden Grove planned for a medical office complex. Date of sale is only slightly inferior. Location and exposure are similar. Site shape and topography are similar. Smaller site size superior on a price psf basis. Overall similar on a price psf basis.

Item No. 2 is the sale of a commercial site on Western Avenue in Gardena. Date of sale is slightly inferior. Location is similar in location but commercial exposure is slightly superior adjoining the San Diego Freeway (Interstate 405). The site is presently used as car storage for a nearby car dealership. Smaller site is superior on a price psf basis. Overall, we would expect the subject to sell for a lesser rate than this item.

Item No. 3 is the sale of a smaller site located on Atlantic Avenue in Bell. Date of sale is similar. Smaller site size is superior on a price psf basis. Location is slightly inferior in traffic exposure and commercial development. The mid-block location is inferior. Site shape and topography are similar. The site is planned for a retail restaurant pad with parking and retail building. Overall, we would expect the subject to sell for a similar to slightly greater rate than this item.

Item No. 4 is the sale of a site on improved with a retail building sold for land value in Paramount. Date of sale is similar. The location is a mixed commercial /industrial area slightly inferior to the subject. The traffic

exposure is similar, but site shape is slightly inferior. The site size is slightly superior on a price psf basis. Overall, we would expect the subject to sell for a greater rate than this item.

Item No. 5 is the large site located on Cherry Avenue in Long Beach Date of sale is similar. The site was purchased by Long Beach Memorial Hospital, adjacent to its campus to prevent separate development. The location is similar and exposure is similar. The corner location, topography, site size and shape are similar. Overall we would expect the subject to sell for a similar to slightly lesser rate than this item.

Based upon this analysis, we have concluded with a unit rate of \$68.00 to \$70 psf of land area for the subject. This is shown as follows:

1,050 sf	x	\$68.00 =	\$71,400
1,050 sf	x	\$70.00 =	\$73,500
		Rounded:	\$72,000

Discount for Limited Marketability

The above unit rate assumes the site would be suitable for development as a single parcel. There is only one adjacent ownership which might consider assemblage. It is therefore clear that the limits of the site’s development are restricted and thus we must discount its value to reflect this lack of independent marketability. In this context, we consider that a 70% discount on the market value of an assembled site would be reasonable.

As support of this we have considered several purchases of sites in Signal Hill. Two sites were purchased from a separate sellers and were assembled by the city for the development of an auto dealership site. Both sites were single sites which are not precluded from development, but certainly so small that any use or development is limited. Item No. 3 is the recent sale of two adjoining sites. The sites are impacted by oil well production. The sites were purchased by the Signal Hill Redevelopment Agency at market value without threat of eminent domain. This provides an indication of the market value of the combined double lot situation similar to the items shown prior to this item. These sites could be considered on a direct comparison study, but also we considered the discount this provided by comparing it with otherwise normal sites in the same market, for a matched pair comparison. The following are the limited size sites that were purchased for assemblage benefits:

No.	Location	Sale Date	Zone	Site Area	Sale Price	
					Total	Psf Land
1	SS of Spring Street	9/08	SP4	2,750	\$38,750	\$14.09
2	SS of Spring Street	9/08	SP4	2,750	38,750	14.09
3	ES of Rose Avenue	11/08	GI	5,053	53,250	10.53

We considered the following three industrial land sales in the market to establish a base land value in order to compare to the smaller sites. These are shown as follows:

No.	Location	Sale Date	Zone	Site Area	Sale Price	
					Total	Psf Land
1	2000 Walnut Ave.	2/07	M1	30,056	\$1,025,000	\$34.10
2	NS of Grant Ave.	1/08	M1	9,000	385,000	42.78
3	3251 E. 19 th Street	2/08	M1	21,031	900,000	42.79

This results in a range of discount between 59% and 75% from the base land value for the assemblage value of a small site. This assisted us in the discounting process and we concluded that the 70% discount is reasonable. Therefore the conclusion reflects a 30% value (100%-70% discount) and using the total value of \$72,000 arrived at in our earlier study, results in the following formula:

$$\begin{array}{rcl} \$72,000 \times 30\% & = & \$21,600 \\ \text{Rounded} & & \$22,000 \end{array}$$

This equates to a price psf of \$20.95 psf of land area which is in the range of the sites shown earlier the Small Remnant Lot Sales Analysis.

The underlying land value of the subject property has been analyzed using the two specified methods are shown as follows:

Small Lots Sales Comparison Approach:	\$19,000
Assemblage Value Analysis:	\$22,000

We considered two separate methodologies to analyze the subject site. The first analysis provides a direct comparison of remnant sites across a broad geographic area and time frame. This approach is considered relevant because it directly reflects attitudes of buyers and sellers in the marketplace. We have a generous body of data of sales upon which to reflect in valuing the subject. The second approach considered the assemblage of the subject with the adjoining site and discounts the value due to the limited marketability to the variety of potential buyers in the market. It begins with the Sales Comparison Approach, which benefits from a number of larger commercial sales in the subject market area. The concluded unit rate is discounted due to the limited marketability which considers transactions for assemblage sites in Signal Hill area, as well as reasonable consideration of the benefits and utility to the adjoining property owner. There is some economic benefit to the adjoining property owner due to potential increased building area and improved site area, but not on a pro-rated basis of adjoining site, as development of that site can be completed without the subject. However, there should be some value associated with the subject site due to this potential contributory benefit. We considered both approaches in this study, but gave most weight to the direct comparison study and concluded with an underlying land value of \$20,000. This is used for the analysis of the discounted cash flow for the reversion value of the site at the end of lease termination.

Discounted Cash Flow Analysis

In order to determine the leased fee interest in the land (ground lessor's interest) we need to calculate the present value of the ground rental payments and reversion value of the land at the end of the lease term. We have done this using a discounted cash flow model. We began with the market value of the underlying land today, to use in the projected reversion value of the land. We then utilized a discounted cash flow to arrive at the ground lessor's interest in the land.

Utilizing this figure to estimate the future reversion value of the underlying land at the end of the lease term we have included a 2.5% annual increase of the underlying land. We have limited this increase due to current market conditions of higher interest rates and potential for recession impacting the local, regional and national markets.

The following discounted cash flow provides the ground lessor's interest in the land as of the date of value. We used the following assumptions in this study:

- The monthly rental payment beginning July 1, 2023 are \$4,345.05 and will increase to \$4,518.85 on August 1, 2023. The rental rate will grow at 4.0% per year per the lease agreement adjusted August 1st of each year.
- The reversion value of the land at the end of the lease will be \$20,000, grown 2.5% per year until the end of the lease term.
- We looked at discount rates for net leased investments via *PwC Investors* which on a national basis ranged from 6.00% to 10.0%. We also considered the credit ratings of AT&T by Moody's and Standard and Poor's of Baa2 Stable and BBBStable respectively. Both ratings are considered at the lower end of investment grade securities. Based upon this, we discounted the income

stream and reversion value at 8% rate of return (monthly) recognizing the stability of the income stream, fixed payment nature of the adjustments, and remaining term of the investment.

This is shown in the following cash flow:

Date	Income	
7/1/2023	\$4,345.05	
8/1/2023	\$4,518.85	
9/1/2023	\$4,518.85	
10/1/2023	\$4,518.85	
11/1/2023	\$4,518.85	
12/1/2023	\$4,518.85	
1/1/2024	\$4,518.85	
2/1/2024	\$4,518.85	
3/1/2024	\$4,518.85	
4/1/2024	\$4,518.85	
5/1/2024	\$4,518.85	
6/1/2024	\$4,518.85	
7/1/2024	\$4,518.85	
8/1/2024	\$4,699.61	
9/1/2024	\$4,699.61	
10/1/2024	\$4,699.61	
11/1/2024	\$4,699.61	
12/1/2024	\$4,699.61	
1/1/2025	\$4,699.61	
2/1/2025	\$4,699.61	
3/1/2025	\$4,699.61	
4/1/2025	\$4,699.61	
5/1/2025	\$4,699.61	
6/1/2025	\$4,699.61	
7/1/2025	\$4,699.61	
8/1/2025	\$4,887.59	
9/1/2025	\$4,887.59	
10/1/2025	\$4,887.59	
11/1/2025	\$4,887.59	
12/1/2025	\$4,887.59	
1/1/2026	\$4,887.59	
2/1/2026	\$4,887.59	
3/1/2026	\$4,887.59	
4/1/2026	\$4,887.59	
5/1/2026	\$4,887.59	
6/1/2026	\$4,887.59	
7/1/2026	\$4,887.59	
8/1/2026	<u>\$21,537.81</u>	Reversion Land Value
	\$169,794	Income and Reversion
	\$170,000	Rounded

RECONCILIATION AND FINAL VALUE ESTIMATE

We utilized an Income Approach in the analysis of the subject site given the current ground lease and is shown as follows:

Discounted Cash Flow: \$170,000

We considered two separate methodologies to analyze the underlying value of the subject site for use in the determination of the reversion value. Both approaches provided a reasonable valuation methodology and resulted in similar value conclusions. We then utilized a discounted cash flow recognizing the income the site achieves under the ground lease to the end of the current term and reversionary value of the land arrived at using the Sales Comparison analysis. This provides the economic benefit to the underlying land as a result of the current income stream and return of the land at the end of the current lease term. This was considered the only applicable tool in the valuation of the subject. Therefore we conclude our opinion of the market value of the leased fee interest of the subject site, containing 1,050 square feet, as of the effective date of the appraisal, is:

ONE HUNDRED SEVENTY THOUSAND DOLLARS

(\$170,000)

CERTIFICATION AND RESTRICTION UPON DISCLOSURE AND USE

I certify that, to the best of my knowledge and belief, . . .

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have not performed an appraisal or other services for the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Paul Serragli provided significant professional assistance to the persons signing this letter. His role in this assignment included assisting in the inspection of the subject property, verifying factual data and market data confirmations. The value opinion contained in this report is that of the undersigned.
- As of the date of this report, Jeffrey T. Nagasaki, MAI has completed the requirements of the continuing education program of the Appraisal Institute. Further, as of the date of this report Jeffrey T. Nagasaki, MAI (No. AG003078) has satisfied the requirements as Certified General Real Estate Appraisers, licensed by the State of California.
- I have personally inspected the property which is the subject of this report.



CA# AG003078

6/23/2023
Date

ASSUMPTIONS, CONTINGENT AND LIMITING CONDITIONS

- This appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.
- The appraisal report is a summary appraisal which is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board of the Appraisal Foundation. The report is also compliant with Title XI of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA).
- The report is intended for use only by the addressee of this report, its executives or administrative personnel, advisors and attorneys for purposes relating to the assigned described in the Scope of the Appraisal.
- This appraisal has been prepared for the exclusive benefit of the above-named client and stated intended users. It may not be used or relied upon by another party. Any party who uses or relies upon any information in this report without the preparer's written consent does so at his own risk.
- The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
- That possession of this report, or a copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- Testimony or attendance in court by reason of this appraisal is not required unless further authorization to fully appraise the property involved is granted the appraiser at a fee to be determined prior to commencement of such additional work as may be required.
- The liability of principals signing this report is limited to the client only and to the fee actually received by the appraiser. Further, there is no accountability, obligation or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussion. The appraiser is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physical, financial, and/or legal.
- The appraiser assumes no responsibility for economic or physical factors that may affect the opinions in this report which occur after the date of the letter transmitting the report.
- Information, estimates and opinions contained in the report, obtained from third-party sources are assumed to be reliable and have not been independently verified.
- The appraiser reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
- Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
- The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.
- If no title policy was made available to the appraiser, we assume no responsibility for such items of record not disclosed by customary investigation. No opinion as to title is rendered. Data related to ownership and legal description was obtained from Assessor's records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report.
- The appraiser assumes no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.
- The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.
- The property is appraised assuming that all required licenses, certificates of occupancy, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been, can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.
- No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable and no encroachment or real property improvements is considered to exist.

- No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
- Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
- No opinion is intended to be expressed for matters that require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.
- The distribution, in any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
- No detailed soil studies covering the subject property were available to the appraiser. Therefore, any premises as to soil qualities employed in this report are not conclusive but have been discussed with the client and considered consistent with information available to the appraiser.
- Since earthquakes are not uncommon in the area, no responsibility is assumed due to their possible effect on individual properties, nor for assessing the reliability of the seismic qualifications of structures on the subject properties.
- No consideration has been given in this appraisal as to the value of the property located on the premises considered by the appraiser to be personal property, nor has he given consideration to the cost of moving or relocating such personal property; only the real property has been considered.
- Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- The appraiser has personally inspected the subject property and finds no obvious evidence of structural deficiencies, except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or governmental inspections.
- No termite inspection report was available. It is assumed there is no significant termite damage or infestation unless otherwise stated.
- Lease, rental or expense data related to the report being appraised provided by the property owners or responsible parties are assumed to be accurate.
- The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. We are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
- All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
- Unless the time frame is shorter under applicable law, any legal action or claim relating to the appraisal or Appraiser's services shall be tiled in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time frame stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time frame stated in this section shall apply to all noncriminal claims or causes of action of any type.
- Any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by Appraiser, constitutes acceptance of, and is subject to, all appraisal statements, limiting conditions and assumptions stated in the appraisal report.

- The appraisal performed under this Agreement will be subject to all statements, assumptions, limiting conditions and other conditions (collectively, "Appraisal Conditions") set forth in the appraisal report. Client agrees that Client will review the Appraisal Conditions upon receipt of the report and that Client's use of the appraisal will constitute acceptance of the Appraisal Conditions. The Appraisal Conditions shall be considered as being incorporated into and forming part of this Agreement with respect to the appraisal in which they are contained and to the services relating to that appraisal.
- Legal claims or causes of action relating to the appraisal are not transferable or assignable to a third party, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.

ADDENDA SECTION

SUBJECT PHOTOGRAPHS
LEGAL DESCRIPTION
GROUND LEASE
QUALIFICATIONS

SUBJECT PHOTOGRAPHS

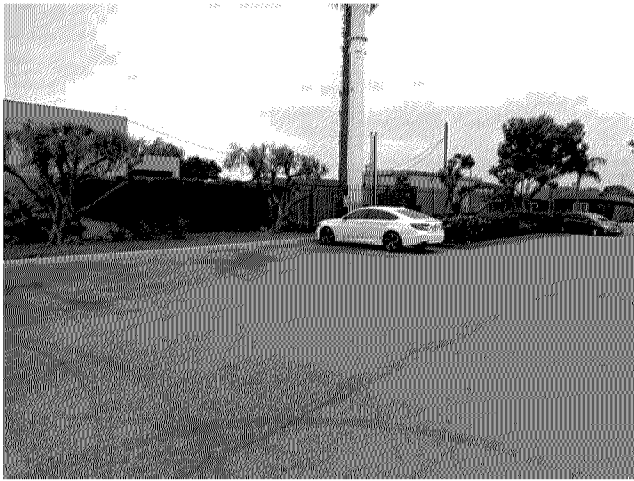
**5811 LIVE OAK STREET
BELL GARDENS, CALIFORNIA**



View of subject.



View of subject



View southerly of subject



View northeasterly of subject



West on Live Oak



East on Live Oak

5811 LIVE OAK STREET
BELL GARDENS, CALIFORNIA



5811 LIVE OAK STREET
BELL GARDENS, CALIFORNIA



LEGAL DESCRIPTION

LEGAL DESCRIPTION

DESCRIPTION OF UNDERLYING PROPERTY:

LOT 13 IN BLOCK 2 OF TRACT NO. 11263, IN THE CITY OF BELL GARDENS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION OF FACILITY SITE:

THAT PORTION OF THE ABOVE SAID LOT 13 IN BLOCK 2 OF TRACT NO. 11263, THE BOUNDARY OF SAID SITE IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 52.50 FEET OF THE EASTERLY 20.00 FEET OF THE ABOVE SAID LOT 13.

CONTAINING 1050 SQUARE FEET; 0.0241 ACRES

CONSTRUCTION AND OVERHANG EASEMENT:

TOGETHER WITH AN INTERIM EASEMENT OF CONSTRUCTION, MAINTENANCE ANY OVERHANG OF FACILITIES OVER AND ABOVE SAID LOT 13, THE BOUNDARY OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 52.50 FEET OF THE EASTERLY 30.00 FEET OF SAID LOT 13.

BASIS OF BEARING:

THE BASIS OF BEARING USED FOR THIS MAP IS N82°36'10"W BEING CENTERLINE OF FRY STREET SHOWN ON MAP OF TRACT NO. 11263 BOOK 199 PAGE 20 RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

BENCH MARK:

B.M. NO. : CY 3204
QUAD/(YEAR) : SOUTH GATE/(1975)
LOCATION : COUNTY OF LOS ANGELES
ELEVATION : 121.782 FEET
DESCRIPTION : LEAD AND TACK 38 FEET SOUTH CENTERLINE FLORENCE AVENUE ON CENTERLINE PRODUCTION EL SELINDA AVENUE.

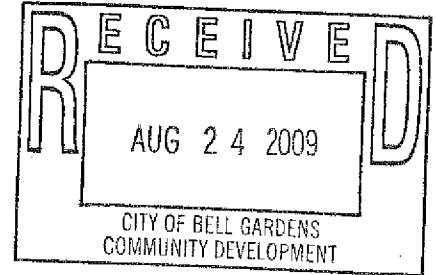
GROUND LEASE



AT&T City
Network Real Estate Administration
P.O. Box 1630
Alpharetta, GA 30009

Via Certified Mail, Return Receipt Requested
Tracking Number: 7009 0080 0000 5566 4994

August 18, 2009



The Bell Gardens Redevelopment Agency
REDEVELOPMENT AGENCY
7100 SOUTH GARFIELD AVE
BELL GARDENS, CA 90201

Subject: Rent Decrease for Site C338/BELL GARDENS
FA# 10085805
Your Reference: 5811 1/2 LIVE OAK ST

Dear Lessor:

Pursuant to the First Amendment to Ground Lease Agreement for the aforementioned site, this letter will serve as notification that effective August 01, 2011 the annual base rent will be decreased to \$33,869.40. One fully executed original First Amendment is enclosed for your files.

Effective August 01, 2011 your rent will be reduced to \$2,822.45 per month.

It is our priority to maintain excellent tenant/lessor relationships. If you ever have any questions or concerns regarding our agreement, please contact our Lease Administration team at our toll-free number, 877-231-5447. In order to expedite processing of your request, please reference on all communications the site name and FA Number as found on the subject line of this letter.

Sincerely,

Contracts Management
Network Real Estate Administration

Enclosures (1)

cc: Project Manager - LOS ANGELES
File

Cell Site No: N121391/C338/BELL GARDENS_24216
FA No: 10085805
Site Address: 5811 1/2 Live Oak Street, Bell Gardens, CA 90201

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT ("Amendment") dated as of the later date below is by and between The Bell Gardens Redevelopment Agency, a Public Body, Corporate and Politic, having a mailing address at 7100 South Garfield Avenue, Bell Gardens, CA 90201 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Los Angeles Cellular Telephone Company, a California general partnership, having a mailing address at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement dated July 23, 1991; whereby Lessor leased to Lessee certain Property, therein described, that are a portion of the Lessor's Property located at 5811 1/2 Live Oak Street, Bell Gardens, CA 90201 ("Lease"); and

WHEREAS, Lessor and Lessee desire to extend the term of the Lease; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the rent payable under the Lease; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Lease as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Term.** The Term of the Lease shall be amended to provide that the Lease has a new initial term of 60 months ("New Initial Term"), commencing on August 1, 2011. The Term will be automatically renewed for up to 5 additional 60 month terms (each an "Extension Term") without further action by Lessee. Hereafter, the defined term "Term" shall include the New Initial Term and any applicable Extension Term.
2. **Modification of Rent.** Commencing on August 1, 2011, the rent payable under the Lease shall be \$2,822.45 per month, and shall continue during the Term, subject to adjustment, if any, as provided below.
3. **Future Rent Increase.** The Lease is amended to provide that commencing on August 1, 2012, rent shall increase by four percent (4.00%) over the rent paid during the previous year and on an annual basis thereafter.
4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

Cell Site No: N121391/C338/BELL GARDENS_24216
FA No: 10085805
Site Address: 5811 1/2 Live Oak Street, Bell Gardens, CA 90201

5. **Acknowledgement.** Lessor acknowledges that: 1) this Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this Amendment and the underlying Lease and, prior to execution of the Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Amendment and to have counsel review the terms and conditions of the Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this Amendment, the underlying Lease between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

6. **Notices.** Section 12 of the Lease is hereby deleted in its entirety and replaced with the following: NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: N121391; Cell Site Name: C338/BELL GARDENS (CA)
Fixed Asset No: 10085805
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: N121391; Cell Site Name: C338/BELL GARDENS (CA)
Fixed Asset No.: 10085805
340 Mt. Kemble Ave.
Morristown, NJ 07960-6656

And as to Lessor:

The Bell Gardens Redevelopment Agency
7100 South Garfield Avenue
Bell Gardens, CA 90201

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

ATT Master Template_v.20_v.2

Cell Site No: N121391/C338/BELL GARDENS_24216
FA No: 10085805
Site Address: 5811 1/2 Live Oak Street, Bell Gardens, CA 90201

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

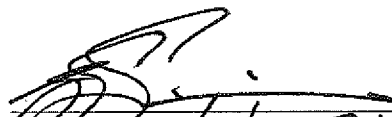
[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No: N121391/C338/BELL GARDENS_24216
FA No: 10085805
Site Address: 5811 1/2 Live Oak Street, Bell Gardens, CA 90201

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the date and year below.


LESSOR:

The Bell Gardens Redevelopment Agency, a
Public Body, Corporate and Politic

By: 
Name: George Sefhoran Simonian
Title: City Manager
Date: 7-15-09

LESSEE:

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

By: 
Name: MARK RIVERA
Title: REAL ESTATE & CONSTRUCTION
Date: 8-4-09

WITNESSED BY:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

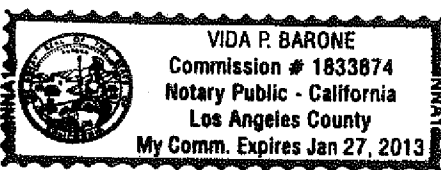
On 7-15-09 before me, VIDA P. BARONE, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared G. STEVE SIMONIAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature Vida P. Barone
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

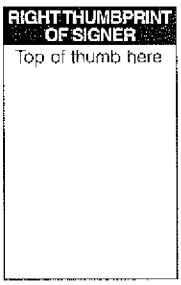
Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

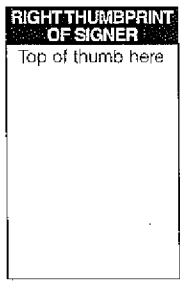
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

GROUND LEASE AGREEMENT

THE BELL GARDENS REDEVELOPMENT AGENCY

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into as of this 23RD day of July, 1991, by and between THE BELL GARDENS REDEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITICAL ("Lessor"), and LOS ANGELES CELLULAR TELEPHONE COMPANY, a California general partnership ("Lessee").

RECITALS

A. Lessor is the owner of certain real property, located at 5841 Live Oak Street, in the City of Bell Gardens, Los Angeles County, California ("Lessor's Property") as set forth on Exhibit "A" attached hereto and made a part hereof;

B. Lessee desires to lease a portion of Lessor's Property described as the Property as set forth on Exhibit "A" attached hereto and made a part hereof ("Property").

C. "Lessee desires to obtain a temporary construction easement over Lessor's Property adjacent to the Property to facilitate construction of a Communications Facility".

NOW, THEREFORE, in consideration of the premises and of the mutual obligations, agreements, representations and warranties herein contained, the parties hereby agree to the following terms, covenants and conditions:

AGREEMENT

1. THE PROPERTY

A. The legal description of Lessor's Property is set forth in Exhibit A attached hereto and incorporated herein by this reference.

B. The Property is described in Exhibit "A", and is located as shown on Exhibit B which are attached hereto and incorporated herein by this reference.

2. LEASE AND TEMPORARY CONSTRUCTION EASEMENT


A. Lessor hereby leases the Property to Lessee upon the terms and conditions set forth in this Lease.

B. Lessor hereby grants to Lessee a temporary construction easement for access to and from the Property and for purposes incidental to the construction of the Communications Facility over so much of Lessor's Property as lies within twenty (20) feet of the Property, which easement shall terminate upon the completion of the construction of the security fence described in paragraph 4.A. hereof.

C. "Upon the commencement of development of Lessor's Property, Lessor shall be entitled, by written notice to Lessee, to relocate Lessee's leasehold estate and use to another location upon Lessor's Property of equivalent size ("Alternate Location"), provided, however, that (1) Lessee shall have ninety (90) days to relocate utility wires, cables, conduits and pipes to new right-of-way granted by Lessor to Lessee, (2) such relocation shall not result in any interruption of the communication service provided by



Landlord



Tenant

Lessee to its customers, and (3) such relocation shall not impair or interfere with Lessee's ability to access the Property or Alternate Location or to obtain utility services for Lessee's Communications Facility. Both parties agree that a relocation of the Communications Facility, together with the easements or the rights-of-way as provided in this paragraph 2.C. shall only occur once during the term or any Additional Term of this Lease."

3. TERM, OPTIONS AND RENT

A. This Lease shall be for an initial term of ten (10) years beginning on the 1ST. day of August, 1991 (the "Commencement Date") at an annual rent of Twenty One Thousand Four Hundred Twenty Dollars (\$21,420). The rent shall be paid in equal monthly installments of One Thousand Seven Hundred Eighty Five Dollars (\$1,785), in advance, on the first day of each calendar month to Lessor, or to such other person, firm or entity as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rent payment date.

B. Lessee is hereby granted options to extend the term of this Lease on the same terms and conditions hereof, for two (2) additional five (5)-year periods (each, an "Additional Term"). Lessee shall exercise each option to extend by giving Lessor written notice of exercise at least ninety (90) days prior to the termination date of the then-current term.

C. The parties agree that the annual rent shall be adjusted on each anniversary of the Commencement Date by the percentage change in the most recently published U.S. Department of Labor Consumer Price Index (1982-84 = 100) applicable to the Los Angeles-Anaheim-Riverside area (the "Index") as compared to the Index published twelve (12) months earlier. If the Index is discontinued or changed in such a way that it is impossible to obtain a continuous measurement of price changes, the Index shall be replaced by a comparable governmental index.

D. Following the expiration of the second Additional Term, this Lease shall continue in force, upon the same terms and conditions, as a year-to-year tenancy, until and unless terminated by either party by giving 90 days written notice of termination to the other party. Annual rent shall be adjusted during any such additional extensions of the term in accordance with paragraph 3.C. above.

4. USE OF THE PROPERTY

A. Lessee may use the Property for the purpose of constructing, maintaining, securing and operating a communications facility, including required antennae and tower (the "Communications Facility") and for any other uses which are incidental thereto. A security fence of steel chain link, wrought iron, concrete blocks, tile or similar construction material shall be placed around the perimeter of the Property. The construction of Lessee's Communications Facility shall be at Lessee's sole expense. Lessee shall maintain the Property in a reasonable condition throughout the term.

B. It is understood and agreed that Lessee's ability to use the Property is dependent upon Lessee obtaining (1) all of the certificates, permits and other governmental approvals required for Lessee's intended use of the Property, including, without limitation, the construction and operation of the Communications Facility and (2) any easements from third parties necessary for Lessee's use of the Property. Lessor shall cooperate with Lessee,

psd
Landlord

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Tenant

but at no expense to Lessor, in Lessee's efforts to obtain such approvals or easements, and Lessor shall take no action which will adversely affect the status of the Property with respect to Lessee's proposed uses thereof. If any application by Lessee for any such certificate, permit, license, easement or approval is finally denied or rejected, or if any such certificate, permit, license, easement or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated, or if, due to technological changes or for any other reason, Lessee, in its sole discretion, determines that it will be unable to use the Property for Lessee's intended purposes, then Lessee shall have the right to terminate this Lease on a ten (10) day written notice to Lessor as provided in paragraph 5.A. below.

C. Prior to constructing Lessee's Communications Facility, Lessee shall obtain a building permit from the City of Bell Gardens. In connection with such building permit, Lessee shall obtain the approval of the City of Bell Garden's city engineer to a site plan and to a grading and drainage plan for the Property, which approval shall not be unreasonably withheld or delayed. The City of Bell Garden's city engineer may only withhold its approval of such plans if they are materially inconsistent with the development of the remainder of Lessor's Property.

5. TERMINATION

A. Any termination of this Lease shall relieve both parties of any further obligations under this Lease, although each may proceed with any and all remedies for any breach of a Lease obligation which occurred prior to the date of such termination.

B. Within thirty (30) days following the expiration of this Lease, Lessee shall remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and damage by casualty excepted. At Lessor's option, when this Lease expires or is terminated and upon advance written notice to Lessee, Lessee shall not remove Lessee's improvements to the Property other than Lessee's personal property and fixtures. Upon the termination of this Lease, these improvements shall become the property of Lessor.

6. TAXES

A. Lessee shall reimburse Lessor for Lessee's pro rata share of all real property taxes owing and paid by Lessor for Lessor's Property (including, without limitation, for any improvements constructed by Lessee on the Property), which share shall be based upon the ratio of the square footage of the Property to the total number of square feet in Lessor's Property. Lessee shall be responsible for payment of all Possessory Interest Taxes levied upon the property or Lessee's possessory interest therein.


B. Except for the initial transfer of Lessor's Property to a third party which is not exempt from the assessment of real property taxes, Lessee shall not be responsible for any increases in real property taxes which are a result of reassessment of Lessor's Property due to any sale or transfer of ownership thereof.

7. UTILITIES

Lessee shall be responsible directly to the serving entities for all utilities required by Lessee's use of the Property. Should electric power be provided by Lessor, Lessee will install an electric meter and Lessee's usage shall be read by Lessor or, at Lessor's option, by Lessee, on a monthly basis, and the cost of electricity used by Lessee shall be paid by Lessee to Lessor as a



Landlord



Tenant

payment separate from rent and shall be computed at the then current public utility rate.

8. ASSIGNMENT AND SUBLETTING

A. Should Lessor at any time during the term of this Lease, sell, lease, transfer or otherwise convey all or any part of Lessor's Property to any transferee other than Lessee, then such transfer shall be under and subject to this Lease and all of Lessee's rights hereunder, and any transfer by Lessor of any portion of Lessor's Property underlying any easement herein or hereafter granted shall be under and subject to the right of Lessee in and to such easement.

B. Lessee shall not voluntarily assign or encumber its interest in this Lease or in the Property, or sublease all or any part of the Property, without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessee shall not require Lessor's consent in order to assign this Lease, or to sublease all or any portion of the Property, to Lessee's "affiliate", or to any partnership in which Lessee or any "affiliate" of Lessee participates. As used herein, an "affiliate" of Lessee shall mean any entity which controls, is controlled by, or is under common control with Lessee or the assignee of Lessee's P.U.C. license.

9. INDEMNIFICATION

1. Indemnity. Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims of liability for or loss from personal injury or property damage to the extent such claims result from or arise out of the use or occupancy of the Property by Lessee. Notwithstanding the foregoing, Lessee shall not indemnify Lessor to the extent that any claim arises from or in connection with any negligent or intentional conduct of Lessor or by Lessor's agents, servants, or employees. Similarly, Lessor shall indemnify, defend, and hold Lessee harmless from any and all claims of liability for or loss from personal injury or property damage to the extent such claims result from or arise out of the use or occupancy of Lessor's Property by Lessor. Notwithstanding the foregoing, Lessor shall not indemnify Lessee to the extent that any claim arises from or in connection with any negligent or intentional conduct of Lessee or by Lessee's agents, servants, or employees.


10. PERSONAL PROPERTY INSURANCE

A. Lessee shall provide Lessor with evidence, reasonably satisfactory to Lessor, that Lessee maintains personal property insurance in an amount sufficient to fully protect all of Lessee's personal property from theft, fire, or other loss or damage while upon the Property. Lessor shall insure Lessor's Property in an amount equal to the full-replacement value thereof.

B. Lessee shall, at Lessee's sole cost and expense, maintain in full force and effect during the term of this Lease, public liability and personal property damage insurance policy insuring Lessee against claims and liability for personal injury, death or property damage arising from Lessee's use of the Property. Such insurance shall provide coverage in an amount not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death to one or more persons and in an amount not less than One Million Dollars (\$1,000,000.00) for property damage. Lessor shall be named as an additional insured under such insurance policy. Such insurance policy shall specify that: (1) any loss shall be payable notwithstanding the negligence of Lessor; (2) the insurer waives



Landlord



Tenant

the right of subrogation against Lessor; (3) the insurance policy is primary and noncontributory with any insurance that may be maintained by Lessor; (4) the insurance policy cannot be canceled or materially changed except upon thirty (30) days' prior written notice to Lessor; and (5) Lessor shall not be liable for the payment of any premiums or assessments due under such policy. The insurance limits required hereunder may be adjusted pursuant to the adjustment procedure set forth in paragraph 3.C. of this Lease once during any 12-month period during the term here of by written notice delivered by Lessor to Lessee.

11. LESSEE DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by Lessee:

(1) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Lessee from Lessor.

(2) The failure by Lessee to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Lessee, other than as specified in paragraph 11.A.(1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by Lessee from Lessor; provided, however, that it shall not be deemed an Event of Default by Lessee if Lessee shall commence to cure such failure within said thirty (30)-day period and thereafter diligently pursues such cure to completion.

B. If there occurs an Event of Default by Lessee, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the option to terminate this Lease and all rights of Lessee hereunder.

C. If there occurs an Event of Default by Lessee, Lessor shall not have the right, prior to the termination of this Lease by a court of competent jurisdiction, to re-enter the Property or remove persons or property from the Property.

12. NOTICES

A. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return-receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice):


LESSEE: C/O Los Angeles Cellular Telephone Company
6045 Slauson Avenue
Los Angeles, CA 90040
Attn: Real Estate Department
cc: Legal Department

LESSOR: The Bell Gardens Redevelopment Agency
7100 South Garfield Avenue
Bell Gardens, CA 90201

Should Lessor or Lessee have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.



Landlord



Tenant

13. HAZARDOUS SUBSTANCES

A. Lessor represents, warrants and agrees (1) that neither Lessor nor, to the best of Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined in paragraph 13.B. below) on, under, about or within the Property in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under about or within the Property in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined in paragraph 13.B. below) on, under, about or within the Property in violation of any law or regulation.

B. Lessor and Lessee each agrees to refund, indemnify, defend, and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims or costs (including reasonably attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in paragraph 13.A. above. As used in paragraph 13.A. above, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, or any substance known by the State of California to cause cancer or reproductive toxicity (excluding alcoholic beverages), or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any federal, state or local law or regulation.

14. MISCELLANEOUS PROVISIONS

A. Lessor represents, covenants and warrants that Lessee, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Property. Lessor agrees that no other commercial or government antenna structures will be erected upon any portion of Lessor's Property without Lessee's prior written consent which consent shall not be unreasonably withheld or delayed.


B. Lessor represents, covenants and warrants that Lessor is seized of good and sufficient title to and interest in the Property and has full authority to enter into and execute this Lease. Lessor further covenants that, except as set forth in Exhibit C, there are no undisclosed liens, judgments or impediments of title on the Property that would affect this Lease.

C. It is agreed and understood that this Lease contains all agreements, promises and understandings between Lessor and Lessee, and no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee. Any amendment or modification of this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

D. This Lease and the performance hereof shall be governed by the laws of the State of California.

E. This Lease, and each and every covenant and condition of this Lease is intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

F. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.



Landlord


Tenant

G. The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed either for or against either party.

H. At Lessor's option, this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or any part of the Property so long as every such mortgagee shall recognize (in writing and in a form acceptable to Lessee's counsel) the validity of this Lease in the event of a foreclosure of Lessor's interest and recognize Lessee's right to remain in occupancy and have access to the Property as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Lease, there is any deed of trust, ground lease or other similar encumbrance affecting Lessor's Property, Lessor agrees to use its best efforts in cooperating with Lessee in obtaining from the holder of such encumbrance an agreement that Lessee shall not be disturbed in its possession, use and enjoyment of the Property.

I. If Lessor breaches this Lease in any manner or substantially breaches any material covenant, agreement or promise contained in any mortgage or deed of trust superior to Lessee's estate hereunder (other than any mortgage or deed of trust as to which Lessee has obtained a non-disturbance agreement in accordance with paragraph 14.H.) or contained in any lease under which Lessor holds title to any portion of Lessor's Property and if Lessor fails to commence to cure such breach within thirty (30) days after receiving a written notice exactly specifying the violation from Lessee (or if Lessor fails thereafter to prosecute diligently the cure to completion), then Lessee may enforce any and all of its rights or remedies hereunder or by law provided or it may (although it shall not be obligated to do so) cure Lessor's breach or perform its obligations (on Lessor's behalf and at Lessor's expense) and deduct from its rent or require Lessor to reimburse all of Lessee's reasonable costs and expenses incurred in connection with such cure or performance plus interest (from the date that such costs and expenses are incurred until reimbursement) at ten percent (10%) per annum.

J. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Lease shall continue in full force and effect.

K. If either party institutes any action or proceeding in court to enforce any provision hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonably litigation costs and expenses.

L. In addition to the other remedies provided for in this Lease, Lessor and Lessee shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions herein contained.

M. The captions of the articles and sections of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.



Landlord



Tenant

N. Concurrently with execution of this Lease, Lessor shall execute before a notary and deliver to Lessee for recording a "Memorandum of Lease", in the form of Exhibit D attached hereto and by this reference incorporated herein.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease on the day and year first above written.

LESSOR:

THE BELL GARDENS REDEVELOPMENT
AGENCY, a Public Body, Corporate
and Politic

LESSEE:

LOS ANGELES CELLULAR TELEPHONE
a California general
partnership

By: Claude L. Booker By: Mike Heil
Claude L. Booker Mike Heil
Its: Executive Director Its: President and General
Manager

[Attach a copy of resolution/ minutes approving this lease.]

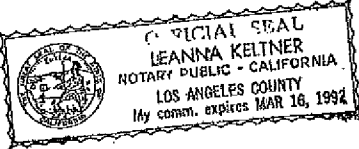
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On this 8th day of AUGUST, in the year 1991,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Robert Dickey
_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name
15 subscribed to the within instrument, and acknowledged to me that he
executed it.

WITNESS my hand and official seal.

Leanna Keltner
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Volunteer Form 2330A—Rev. 5-92
© 1982 WOLCOTT, INC. (price class 8-2)



[Signature]
Landlord
[Signature]
Tenant

EXHIBIT A

DESCRIPTION OF LESSOR'S PROPERTY:

Lot 13 in Block 2 of Tract No. 11263, in the City of Bell Gardens, in the County of Los Angeles, State of California, as per map recorded in Book 199, Pages 19 and 20 of Maps, in the Office of the County Recorder of said County.

DESCRIPTION OF THE PROPERTY:


That portion of the above said Lot 13, in Block 2 of Tract 11263 described as follows: the Southerly 52.50 feet of the Easterly 20.00 feet of the above said Lot 13, containing 1050 square feet; 0.0241 Acres.

For Lease

BY



Landlord



Tenant

DESCRIPTION OF UNDERLYING PROPERTY:

LOT 13 IN BLOCK 2 OF TRACT NO. 11263, IN THE CITY OF BELL GARDENS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIPTION OF FACILITY SITE:

THAT PORTION OF THE ABOVE SAID LOT 13 IN BLOCK 2 OF TRACT NO. 11263, THE BOUNDARY OF SAID SITE IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 52.50 FEET OF THE EASTERLY 20.00 FEET OF THE ABOVE SAID LOT 13.

CONTAINING 1050 SQUARE FEET; 0.0241 ACRES

CONSTRUCTION AND OVERHANG EASEMENT:

TOGETHER WITH AN INTERIM EASEMENT OF CONSTRUCTION, MAINTENANCE ANY OVERHANG OF FACILITIES OVER AND ABOVE SAID LOT 13, THE BOUNDARY OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 52.50 FEET OF THE EASTERLY 30.00 FEET OF SAID LOT 13.

BASIS OF BEARING:

THE BASIS OF BEARING USED FOR THIS MAP IS N82°36'10"W BEING CENTERLINE OF FRY STREET SHOWN ON MAP OF TRACT NO. 11263 BOOK 199 PAGE 20 RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

BENCH MARK:

B.M. NO. : CY 3204
 QUAD/(YEAR): SOUTH GATE/(1975)
 LOCATION : COUNTY OF LOS ANGELES
 ELEVATION : 121.782 FEET
 DESCRIPTION:

LEAD AND TACK 38 FEET SOUTH CENTERLINE FLORENCE AVENUE ON CENTERLINE PRODUCTION EL SELINDA AVENUE.

LACT CELL SITE 338.2

5811 LIVE OAK STREET
 BELL GARDENS, CALIFORNIA

GPA GROUP, INC.

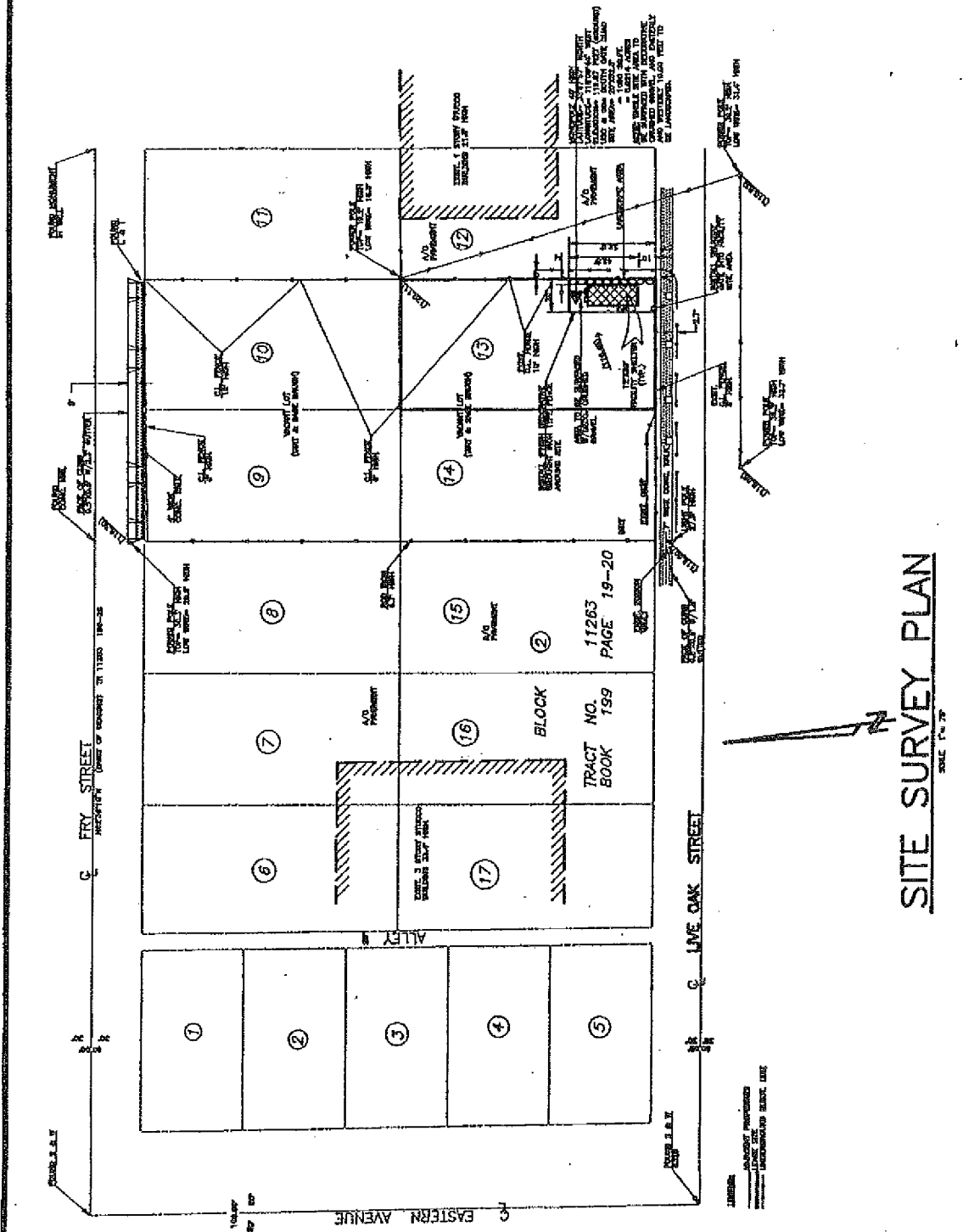
2325 N. LAKE AVENUE
 ALTADENA, CA 91001

GORDON N. POWERS

R.C.E.32077

WO 1050

EXHIBIT B



SITE SURVEY PLAN
SCALE 1" = 20'

LACT CELL SITE 338.2
 5811 LIVE OAK STREET
 BELL GARDENS, CALIFORNIA

GPA GROUP, INC.
 2325 N. LAKE AVENUE
 ALTAMENA, CA 94501
 GORDON N. POWERS
 R.C.E.32077

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

300 S. GRAND AVE., SUITE 700, LOS ANGELES, CA. 90071 TEL. (213) 617-6300

DECEMBER 21, 1990

TO: TICOR TITLE INSURANCE COMPANY OF CALIFORNIA
300 SOUTH GRAND AVENUE, STE. 700
LOS ANGELES, CALIFORNIA 90071

EXHIBIT C

ATTENTION: ELAINE ELLIOTT

YOUR REFERENCE: 8594928
OUR NO. : 8613327

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, TICOR TITLE INSURANCE COMPANY OF CALIFORNIA HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AT 7:30 A.M. AS OF DECEMBER 17, 1990

TITLE OFFICER: AL WILLIAMS PHONE NO. (213) 617-6357

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:
CLTA STANDARD COVERAGE POLICY - 1988

TITLE TO THE ESTATE OR INTEREST REFERRED TO HEREIN, AT THE DATE HEREOF, IS VESTED IN:

THE BELL GARDENS REDEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS: A FEE.

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. PUBLIC ACQUISITION TAX ARE UNASSESSED.

ASSESSORS IDENTIFICATION NUMBER: 6227-3-907

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, SHOWN OR DEDICATED BY THE MAP OF
SUBDIVISION : TRACT NO. 11263
IN FAVOR OF : COUNTY OF LOS ANGELES
(NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT)
FOR : SANITARY SEWER AND PUBLIC UTILITY PURPOSES
AFFECTS : NORTH 7.5 FEET.

4. AN EASEMENT AFFECTING ALL OF SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF : L. A. DECOMPOSED GRANITE CO.
FOR : PUBLIC SERVICE UTILITIES
RECORDED : IN BOOK 19483 PAGE 151, OFFICIAL RECORDS.

NO REPRESENTATION IS MADE AS TO THE PRESENT OWNERSHIP OF SAID EASEMENT.

5. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DEEDS ABOVE MENTIONED.

WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN ARE DELETED.

6. A LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED,
TYPE OF LEASE : OIL AND GAS

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

DATED : APRIL 27, 1966
 LESSOR : CARL J. OTTO AND ROSEMARY I. OTTO, HUSBAND AND WIFE
 LESSEE : STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION
 TERM : AS THEREIN PROVIDED
 RECORDED : MAY 23, 1966 AS INSTRUMENT NO. 2284
 AFFECTS : THAT PORTION OF SAID LAND LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE THEREOF.

7. PURSUANT TO SECTIONS 480.3 AND 480.4 OF THE REVENUE AND TAXATION CODE, THE COUNTY RECORDER'S OFFICE WILL LEVY AN ADDITIONAL \$20.00 RECORDING FEE UPON ALL DOCUMENTS THAT ARE NOT IN COMPLIANCE WITH SAID CODE. TO AVOID BEING ASSESSED THE ADDITIONAL FEE, PLEASE HAVE THE BUYER OR TRANSFEREE COMPLETE THE PRELIMINARY CHANGE OF OWNERSHIP REPORT AND ATTACH TO THE APPROPRIATE DOCUMENT.

8. NOTE: NEW FUNDING AND DISBURSEMENT LAW

ASSEMBLY BILL 512 (CHAPTER 598, STATUTES OF 1989), WHICH ADDED SECTION 12413.1 TO THE INSURANCE CODE OF THE STATE OF CALIFORNIA IS EFFECTIVE JANUARY 1, 1990. EXCEPT FOR FUNDS DEPOSITED BY WIRE TRANSFER, OTHER ELECTRONIC PAYMENT, OR CASH, THIS LAW PROHIBITS ALL TITLE INSURANCE COMPANIES, CONTROLLED ESCROW COMPANIES, AND UNDERWRITTEN TITLE COMPANIES FROM DISBURSING FUNDS FROM AN ESCROW OR SUB-ESCROW ACCOUNT, UNTIL THE DAY THESE FUNDS ARE MADE AVAILABLE TO THE DEPOSITOR PURSUANT TO PART 229 OF TITLE 12 OF THE CODE OF FEDERAL REGULATIONS, (REG. CC). UNDER REG. CC, ITEMS SUCH AS CASHIERS, CERTIFIED, OR TELLER'S CHECKS MAY BE AVAILABLE FOR DISBURSEMENT ON THE BUSINESS DAY FOLLOWING THE BUSINESS DAY OF DEPOSIT; HOWEVER, OTHER FORMS OF DEPOSITS MAY CAUSE EXTENDED DELAYS IN THE CLOSING OF THE ESCROW.

TICOR TITLE INSURANCE WILL NOT BE RESPONSIBLE FOR ACCRUALS OF INTEREST RESULTING FROM COMPLIANCE WITH THE DISBURSEMENT RESTRICTIONS MANDATED BY THIS LAW.

WIRE TRANSFER INSTRUCTIONS

RECEIVING BANK : CITIBANK DELAWARE
 ONE PENN'S WAY
 NEWCASTLE, DE 19720
 ABA# : 031100209
 BENEFICIARY : TICOR TITLE INS. CO. OF CA. - 300 S. GRAND
 38723968
 REFERENCE :

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

ESCROW/TITLE OFFICER

ESCROW/TITLE NUMBER

ADDITIONAL INFORMATION

THE ABOVE WIRING INSTRUCTIONS ARE FOR THE 300 SOUTH GRAND AVENUE, SUITE 700 LOS ANGELES, CALIFORNIA, OFFICE OF TICOR TITLE ONLY. IT IS IMPERATIVE THAT THE WIRE TEXT BE EXACTLY AS INDICATED ABOVE. ANY EXTRANEIOUS INFORMATION MAY CAUSE UNNECESSARY DELAYS IN CONFIRMING THE RECEIPT OF FUNDS.

FICOR TITLE INSURANCE COMPANY OF CALIFORNIA

DESCRIPTION:

LOT 13 IN BLOCK 2 OF TRACT NO. 11263, IN THE CITY OF BELL GARDENS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 199 PAGES 19 AND 20 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

8613327 PAGE 05

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

AW:7

8613327 PAGE 06

T&W Real Estate
Information Services



1.800.527.9663

6227 3
SCALE 1" = 30'

EASTERN AVE.

100 100

9 FRY

9 LIVE OAK

ST. 8

ST. 9

TRACT NO. 11263

M. B. 199-19-20

PARCEL MAP
PM 209-26-27

CODE
6351
6321

FOR FEIN, ADJUT. SEE: 1495-23

All 990 series parcels on this page are assessed to Bell Co. Redevelopment Agency, unless otherwise noted.

APR 2004
1-9-03
11-13-04
11-9-04
7/20/2004
M. B. 199-19-20
8/20/2004-87
8/20/2004-97
8/20/2004-107
8/20/2004-117
8/20/2004-127
8/20/2004-137
8/20/2004-147
8/20/2004-157
8/20/2004-167
8/20/2004-177
8/20/2004-187
8/20/2004-197
8/20/2004-207
8/20/2004-217
8/20/2004-227
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8/20/2004-817
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8/20/2004-877
8/20/2004-887
8/20/2004-897
8/20/2004-907
8/20/2004-917
8/20/2004-927
8/20/2004-937
8/20/2004-947
8/20/2004-957
8/20/2004-967
8/20/2004-977
8/20/2004-987
8/20/2004-997

4811330114 MAP
COUNTY OF LOS ANGELES, CALIF.

QUALIFICATIONS

QUALIFICATIONS OF JEFFREY T. NAGASAKI, MAI

EXPERIENCE

Nagasaki & Associates, 2005 to present; Principal responsible for providing a broad variety of real estate consultation and valuation services for the public and private sectors. Property rights appraised include fee simple, leased fee, and leasehold interest. Services include traditional market value studies, market rent studies, historic valuation studies, value diminution analysis, partial interests for estate planning and family limited partnerships. Assignments deal with all major property types including commercial retail and office, hotel, industrial, marina, multiple residential, acreage, residential subdivisions, and special purpose properties. He is qualified as an approved appraiser for the U.S. Department of Housing and Urban Development. Mr. Nagasaki's experience includes over 45 years of appraisal experience, fully competent and qualified to complete most assignments under the requirements of the competency provisions of USPAP.

Lea Associates, Inc., 1985 - 2005; Principal and Senior Vice President responsible for providing real estate appraisal and consultation services. Property types included retail, office, industrial, creative office, residential income, vacant land, and hotels. Property rights appraised include fee simple, leased fee, and leasehold interest.

Security Pacific National Bank, 1978 - 1985; Assistant Vice President with responsibility for valuation of real property, proposed and existing, including retail, office, industrial, residential income units, vacant land, special purpose properties, single-family residences, condominiums, and residential subdivisions.

EDUCATION

Continuous participation in numerous seminars relating to real estate appraisal theory and practice. A sample of these seminars include:

- Limited Appraisals and Reporting Options
- Environmental Risk and the Real Estate Process
- Litigation Seminar
- Partial Acquisition
- Easement Valuation
- Shopping Centers Analysis
- Impact of Detrimental Conditions
- National IRS Symposium on Valuation
- Appraising Family Limited Partnerships
- Case Study in Limited Partnership Valuation
- Affordable Housing Projects
- Marketability discounts for real estate interests
- Partial interests theory and case law
- Public Interest Value program
- Valuation of Leases, Leasehold & Leased fees
- Going Concern Value and Real Property
- Special Purpose Properties
- Market Trends

Successful completion of the following Appraisal Institute's courses and examinations:

- Highest and Best Use Analysis
- Standards of Professional Practice
- Comprehensive Examination
- Demonstration Appraisal Report
- Basic Valuation Procedures
- Residential Valuation
- Case Studies in Real Estate Valuation
- Capitalization Theory and Techniques, Part A
- Capitalization Theory and Techniques, Part B
- Valuation Analysis and Report Writing
- Real Estate Appraisal Principles
- Appraisal Curriculum Overview

California State University, Long Beach, Bachelor of Science degree in Business Administration specializing in Real Estate Finance and Financial Management, May 1978.

QUALIFICATIONS OF JEFFREY T. NAGASAKI, MAI (Cont'd)

EXPERT TESTIMONY

Mr. Nagasaki has qualified as an expert witness in real estate matters and has testified before:

- Los Angeles County Superior Court
- San Bernardino County Superior Court
- Riverside County Superior Court
- Orange County Superior Court

Further, he has appeared in binding and non-binding arbitration hearings as an expert witness in real estate valuation.

ASSOCIATIONS

Member of the Appraisal Institute, with an MAI Designation
Certified General Real Estate Appraiser - AG003078, State of California
Institute of Real Estate Management (IREM) - Associate Member



**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: Scott Fairfield, Chief of Police
Rigo Barrios, Lieutenant
SUBJECT: APPROVAL TO ENTER INTO A CONTRACT WITH BLACK & WHITE EMERGENCY VEHICLES INC.
DATE: August 28, 2023

RECOMMENDATION:

It is staff’s recommendation that the City Council:

1. Approve an agreement with Black and White Emergency Vehicles, Inc. for the purchase and installation of emergency and communications equipment for one previously purchased Ford Police Interceptor Utility vehicle that was approved by City Council on September 12, 2022 (Resolution 2022-93); and
2. Adopt a resolution authorizing the City Manager to execute an agreement with Black and White Emergency Vehicles, Inc.

BACKGROUND/DISCUSSION:

On September 12, 2022, the City Council approved the purchase of a new 2023 Ford Explorer Police Interceptor Utility vehicles for the Police Department’s Patrol Division (Resolution No. 2022-93). As previously mentioned in that agenda report, the purchase did not include required emergency and communications equipment to include the radio, emergency lights, siren, light controls, window barriers, weapon rack/lock, cargo equipment, Mobile Digital Computer, in-car video system, and miscellaneous components.

Installation of these various components requires technically skilled service personnel given the complexity of the work. These installations require vendors to route numerous pieces of equipment to power sources, while maintaining the original vehicle structure and protecting the factory electrical equipment that is under warranty by the manufacturer. Additionally, these installations have become so complex that limited numbers of companies now specialize in this service. Vehicles can no longer be taken to local electronic shops/facilities for installation of these items. In fact, many of the equipment items to be installed require that the installation facility receive specialized training and obtain certification as an authorized installer from the vehicle manufacturer. In addition to the emergency equipment, this one vehicle will need a Mobile Data Computer (MDC) and radio system and networking equipment as well as video camera equipment.

Pursuant to Bell Gardens Municipal Code Section ("BGMC") 3.04.100(A), the City’s formal purchasing procedures may be dispensed when the City Council (for purchases of more than \$10,000) finds that such supplies or equipment are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one source, or, if available from more than one source, bidding is not likely to result in the lowest price.

Black & White Emergency Vehicles, Inc. is the only known installation service company that can provide all the

necessary emergency and electronics equipment. Additionally, they are an authorized installer that meets the Ford and Chevrolet manufacturer's warranty specifications for these types of installations. Lastly, utilization of this company is much more efficient for the City given that obtaining services from individual companies, would likely result in a higher cost.

Furthermore, by utilizing Black & White the Police Department will avoid the extended completion dates from other unknown installers and the formal purchasing procedures, which is critical since the Department's vehicle fleet has a shortage of patrol vehicles. The shortage has resulted in the loss of five police vehicles that were involved in traffic accidents and our police officers driving the current police vehicles 24/7. Additionally, some of these vehicles were also removed from the Department's vehicle fleet for repairs and regular maintenance, which affects the day-to-day operations of the Patrol Division.

Hence, using Black and White will expedite the outfitting process of this one police vehicle so that it can be added to the vehicle fleet as soon as possible.

CONCLUSION:

The Police Department requests approval to enter into contract with Black and White Emergency Vehicles, Inc. for the purchase and installation of the listed emergency and communications equipment for this one new 2023 Ford Explorer Police Interceptor Utility police vehicle previously purchased through Folsom Lake Ford.

FISCAL IMPACT:

The total cost for this purchase and installation is \$21,335.03. The funding for the outfitting of this one vehicle was budgeted in the FY 2023-24 budget, 110-4441-3140 / Vehicles account.

ATTACHMENTS:

- Exhibit 1 - Resolution No.2023-66
- Exhibit 2 - Black and White Service Agreement

APPROVED ELECTRONICALLY BY:

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

RESOLUTION NO. 2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, APPROVING A CONTRACT WITH BLACK AND WHITE EMERGENCY VEHICLES, INC. FOR THE PURCHASE AND INSTALLATION OF EMERGENCY AND COMMUNICATIONS EQUIPMENT FOR ONE PREVIOUSLY PURCHASED FORD POLICE INTERCEPTOR UTILITY VEHICLE TO BE USED BY THE POLICE DEPARTMENT

WHEREAS, the Bell Gardens Police Department utilizes marked black and white vehicles for the Police Department to perform patrol operations throughout the City of Bell Gardens; and

WHEREAS, the City Council approved the purchase of a new Ford Police Interceptor Utility vehicles in Resolution No. 2022-93; and

WHEREAS, the vehicle requires outfitting of emergency, communications, networking equipment, cameras, and graphics; and

WHEREAS, pursuant to Bell Gardens Municipal Code Section ("BGMC") 3.04.100(A), the City's formal purchasing procedures may be dispensed when the City Council (for purchases of more than \$10,000) finds that such supplies or equipment are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one source, or, if available from more than one source, bidding is not likely to result in the lowest price; and

WHEREAS, Black & White Emergency Vehicles, Inc. is the only known installation service company that can provide all the necessary emergency and electronics equipment. Additionally, they are an authorized installer that meets the Ford manufacturer's warranty specifications for these types of installations. Lastly, utilization of this company is much more efficient for the City, given that obtaining services from individual companies, would likely result in a higher cost; and

WHEREAS, after careful analysis, staff selected Black and White Emergency Vehicles, Inc. for the purchase and installation of the emergency and communications equipment for the previously purchased vehicle.

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 presentation, discussion, oral testimony and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporates them herein.

SECTION 2. The City Council approves a Contract with Black and White

Emergency Vehicles, Inc. for the purchase and installation of emergency and communications equipment and authorizes and directs the City Manager to execute the Agreement attached to the Staff Report as Exhibit 2.

SECTION 3. The City Council further authorizes and directs the City Manager to 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 approval.

PASSED, APPROVED and ADOPTED this 28th day of August, 2023.

THE CITY OF BELL GARDENS

Francis De Leon Sanchez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

Resolution No. 2023-66

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2023-66** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on August 28, 2023, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

2023
CONTRACT SERVICES AGREEMENT
(Contractor: Black & White Emergency Vehicles)
(Nature of Engagement: Installation of Emergency & Electronics Equipment for New
Police Vehicle)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 28th day of August, 2023 by and between the CITY OF BELL GARDENS, a municipal corporation (hereinafter, "CITY") and BLACK AND WHITE EMERGENCY VEHICLES (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the installation of emergency and communications equipment which will include the radio, emergency lights, siren, light controls, window barriers, weapon rack/lock, cargo equipment, Mobile Digital Computer, in-car video system and miscellaneous components; and

WHEREAS, pursuant to Bell Gardens Municipal Code Section ("BGMC") 3.04.100(A), the CITY's formal purchasing procedures may be dispensed when the City Council finds that such supplies or equipment are unique because of their quality, durability, availability, or fitness for a particular use and are available only from one source, or, if available from more than one source, bidding is not likely to result in the lowest price; and

WHEREAS, Black & White Emergency Vehicles, Inc. is the only known installation service company that can provide all the necessary emergency and electronics equipment. Additionally, they are an authorized installer that meets the Ford and Chevrolet manufacturer's warranty specifications for these types of installations. Lastly, utilization of this company is much more efficient for the City given that obtaining services from individual companies, would likely result in a higher cost; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement.

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

Section 1. Description of the Work.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY with installation of emergency and communications equipment which will include the radio, emergency lights, siren, light controls, window barriers,

weapon rack/lock, cargo equipment, Mobile Digital Computer, in-car video system and miscellaneous components. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the Quote of CONTRACTOR entitled "Black & White Quote Estimate #2221 2023 Patrol Build Slicktop" (hereinafter, the "CONTRACTOR QUOTE") dated June 14, 2023, which is attached and incorporated hereto as **Exhibit "A"**. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under this Section. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 2. Prosecution of Work.

- A. Time is of the essence for this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed within two (2) weeks from the CITY's issuance of the Notice to Proceed (hereinafter, the "Completion Date").

- B. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- C. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subconsultants, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 3. [Reserved – No Text]

Section 4. Compensation.

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in the CONTRACTOR QUOTE.
- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the aggregate sum of **TWENTY-ONE THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS THREE CENTS (\$21,335.03)** (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONTRACTOR further agrees that the Aggregate Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

C. Following the conclusion of Work requested pursuant to Section 1, above, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed. If the amount of CONTRACTOR's compensation includes hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care. CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR 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.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time

limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or the City or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

Section 6. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Captain Paul Camacho (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

- B. Contractor Representative. For the purposes of this Agreement, John Patino, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor's Personnel

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

Section 8. Substitution of Key Personnel. CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY.

Section 9. [Reserved – No Text]

Section 10. Prevailing Wages and General Labor Compliance and Reporting.

- A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
 2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.
- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate

of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.

- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.
- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence the Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ

in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract." A subcontractor is not allowed to commence Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.

- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

Section 11. Prohibited Interests. CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

Section 12. Independent Contractor.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all

times during the term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.
- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Section 13. Conflicts of Interest. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

Section 14. Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their

employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

Section. 15. Indemnification.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR 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 CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR 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. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 16. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
 - C. The 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.
 - D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
 - E. Prior to commencement of work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
 - F. CONTRACTOR shall provide proof that policies of insurance 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 weeks prior to the expiration of the coverages.
 - G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR 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.
 - H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
 - I. All insurance coverage provided pursuant to this Agreement shall not prohibit

CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 17. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 18. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty,

obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an

Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "A"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

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

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 19. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 20. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the

third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore 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 S. Garfield Ave.
Bell Gardens, CA 90201
Attn: Captain Paul Camacho

With a courtesy copy to:

If to CONTRACTOR:

Black and White Emergency
Vehicles
590 South Vincent Avenue
Azusa, CA 91702
Attn: John Patino
Phone: (626) 334-6300

Stephanie Vasquez
Olivarez Madruga Law Organization, LLP
500 S. Grand Ave. Floor 12
Los Angeles, CA 90071
Telephone: (213)744-0099
Facsimile: (213)744-0093

Section 21. Prohibition. CONTRACTOR 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 CONTRACTOR.

Section 22. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 23. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 24. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 25. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 26. Captions. The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 27. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF Bell Gardens, a municipal corporation

BLACK & WHITE EMERGENCY VEHICLES

By: _____
Michael B. O'Kelly
City Manager

By: _____
Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie Vasquez
City Attorney

Date: _____

EXHIBIT "A"
CONTRACTOR QUOTE



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
6/14/2023	2221

Name / Address
Bell Gardens Police Department 7100 Garfield Ave. Bell Gardens, CA 90201

Ship To
Bell Gardens Police Department 7100 Garfield Ave. Bell Gardens, CA 90201

Customer	Terms
2023 Patrol Build Slicktop	Net 30

Item	Description	Qty	Rate	Total
SIFMJS-FPIU20-P3	SpectraLux ILS Low Profile Red/White/Blue 2020 Ford Utility	1	963.90	963.90T
PF200S17B	Pathfinder 17 Button (TB-INTG22)	1	1,278.90	1,278.90T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	263.90	263.90T
ESB-U	Universal Siren Speaker Bracket for ES100	1	25.20	25.20T
ES100C	Speaker, ES00C/DynaMax, 100W, High Output	1	0.00	0.00T
ESB-U	Universal Siren Speaker Bracket for ES100	1	0.00	0.00T
SIFMJH-FPIU20-P3	SpectraLux ILS Rear Low Profile Red/Amber/Blue 2020 Ford Utility	1	1,035.30	1,035.30T
BK1558ITU20	Light-Ready PB450LR4 Micro Ultra 2020-2023 Ford PIU	1	577.56	577.56T
FK0400ITU20	PB5 Fender Wraps Aluminum	1	445.56	445.56T
MPS62U-BW	Micropulse Dual Color Blue / White Push Bumper	1	159.80	159.80T
MPS62U-RW	Micropulse Dual Color Red / White Push Bumper	1	159.80	159.80T
MPS62U-RB	Micropulse Dual Color Red / Blue Push Bumper Side	2	159.80	319.60T
Freight Charge	Setina Bumper	1	200.95	200.95
416900Z-RB	Corner LED Red/Blue	4	103.35	413.40T
416900-VHB	No Drill Mount for Ford Utility	1	15.11	15.11T
MPS62U-RB	Micropulse Dual Color Red / Blue Rear Hatch	2	159.80	319.60T
CC-UV20-L-18	Troy 2020+ Ford PIU 18" Specific Console	1	486.81	486.81T
AC-INBHG	Troy 4" Internal Dual Cup Holder	1	51.84	51.84T
AC-TB-ARMMNT-58	Console Mounted Height Adjustable Swivel Arm Rest	1	172.53	172.53T
TP-E-SL6-US-SS	Troy Stash N Stow Cage with Sliding Center Window W/Square Hole-Punched Style Guard	1	858.60	858.60T
KP-UV20-DAP-SS	2020 PI Utility 3pc. Kick Panel w/ Foot Pockets Use with Big Boy Mount	1	185.49	185.49T
SAB-20-FDUV-BB	2020 PI Utility Big-Boy Partition Mounting Kit	1	0.00	0.00T

Signature	Quotes are subject to change and are Valid for 30 Days	Subtotal
		Sales Tax (10.25%)
		Total

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301

JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
6/14/2023	2221

Name / Address
Bell Gardens Police Department 7100 Garfield Ave. Bell Gardens, CA 90201

Ship To
Bell Gardens Police Department 7100 Garfield Ave. Bell Gardens, CA 90201

Customer	Terms
2023 Patrol Build Slicktop	Net 30

Item	Description	Qty	Rate	Total
PS-20-UVFX-OS-RL	Plastic Seat with OS Belts, Rear Partition Polycarbonate Window, with Fire Extinguisher Compartment	1	1,944.00	1,944.00T
AC-20-UV-SET	2020+ Ford PIU Driver/Passenger Side Set of Diamond-Punched Window Screens	1	209.79	209.79T
CP-UV20-CARGO	2020+ Ford PIU Tilt-Up Cargo Mount w/Gas Shocks	1	769.50	769.50T
AC-20-UV-TRAY	2020+ Ford PIU Electronics Tray Bolts to CP-UV20-CARGO	1	258.39	258.39T
AC-DUALUSB	Dual USB Plug for Troy Face Plates	1	44.55	44.55T
CM-SDMT-SA-LED	Troy Side-Mounted Swing-Arm Computer Mount For Havis/Ledco & Kodiak Docks	1	347.49	347.49T
MMSU-1	Magnetic Mic Single Unit	2	36.75	73.50T
Ch27.1.20/L3	27 Circuits W/ Modular Smart Start Timer and L3 bracket for Ford Utility with 20ft long Output Wires.	1	725.00	725.00T
C3RNRDC-72L-BWRW	72" Running Board Left Wire Exit, BWRW	1	438.84	438.84T
C3RNRDC-72R-BWRW	72" Running Board Right Wire Exit, BWRW	1	438.84	438.84T
RNRBKT-PIU	Running Board Light Bracket	2	24.61	49.22T
CP-GB203212-TL	UV Gun Box, Half Size	1	1,389.15	1,389.15T
GK11191B1SSSCA	Setina Dual T-Rail Mount 1 SM 1 1080E Blac-Rac	1	996.00	996.00T
WIRE&TERMINALS	Wire, Terminals, Tie-Wraps, & Hardware	1	260.00	260.00T
FULL,BUILD	Installation of all Emergency Equipment into a 2023 Ford Utility Police Vehicle and Customer provide Two Way Radio and Computer.	1	3,850.00	3,850.00

Quotes are subject to change and are Valid for 30 Days Signature _____	Subtotal	\$19,728.12
	Sales Tax (10.25%)	\$1,606.91
	Total	\$21,335.03

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301

JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM



**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
SUBJECT: **CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF BELL GARDENS IS ELIGIBLE**
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the City Council approve the attached Resolution authorizing the submittal of application(s) for all CalRecycle grants for which the City of Bell Gardens is eligible for a period of five years.

BACKGROUND/DISCUSSION:

Senate Bill (SB) 1383 set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. The targets required a reduction of organic waste disposal of 50% by 2020 and 75% by 2025, and rescue for people to eat at least 20% of currently disposed surplus food by 2025. The Budget Act of 2022 authorized CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet these statutory requirements.

The City of Bell Gardens ("City") was awarded \$60,548 for the first round of the SB1383 Local Assistance Grant Program in FY 2021-2022. These funds assisted the City in implementing its SB1383 compliance program, including conducting audits, public education and outreach, and purchasing and distributing organic waste kitchen pails for residents.

CalRecycle has updated its criteria and evaluation process for the second round of the SB1383 Local Assistance Grant Program for FY 2022-2023. Among the proposed changes were the increase in the base award amount from \$50,000 to \$75,000, the requirement for jurisdictions to have an enforceable ordinance in place, and the requirement for a resolution authorizing the submittal of grant applications, including the SB1383 Local Assistance Grant Program.

The application period is anticipated to begin in September 2023, with applications being due in November 2023, and award of grant funds by February/March 2024.

CONCLUSION:

Approving the attached Resolution would authorize the City to submit applications to CalRecycle for grants for which it is eligible, including the SB1383 Local Assistance Grant Program, for the next five years.

FISCAL IMPACT:

The amount of each CalRecycle grant will be determined at the time of application submittal. For the second round of the SB1383 Local Assistance Grant Program, the City can anticipate an amount of at least \$75,000 with the final

amount being determined on a per capita basis.

ATTACHMENTS:

Resolution No.2023-67

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. 2023-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF BELL GARDENS IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the CITY OF BELL GARDENS as follows:

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

SECTION 2. The City Council of the City of Bell Gardens authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Bell Gardens is eligible.

SECTION 3. The City Council of the City of Bell Gardens authorizes and empowers the City Manager to execute in the name of the City of Bell Gardens all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

SECTION 4. The City Council of the City of Bell Gardens further authorizes that these authorizations be effective for a period of five (5) years from the date of adoption of this resolution.

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

PASSED, APPROVED and ADOPTED this 28th day of August, 2023.

THE CITY OF BELL GARDENS

Francis De Leon Sanchez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2023-67** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on August 28, 2023, 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
Douglas Benash, P.E., City Engineer
SUBJECT: **CONSIDERATION OF A RESOLUTION DETERMINING AND AUTHORIZING AN ALL-WAY STOP CONTROLLED INTERSECTION AT SUVA STREET AND LOVELAND STREET**
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution approving the installation of an All-Way Stop Controlled Intersection at Loveland Street and Suva Street.

BACKGROUND/DISCUSSION:

The crossing guard regularly assigned to the intersection of Loveland Street and Suva Street inquired about the possible installation of a three-way STOP sign (called an All-Way Stop Controlled Intersection) at the intersection of Loveland Street and Suva Street to enhance pedestrian safety. This item was referred to the Public Works Department for further investigation.

Existing Conditions:

The City's Traffic Engineer completed a site investigation of the location to confirm the existing roadway and sight distance conditions. Loveland Street meets Suva Street as a three-legged intersection, with vehicles typically parked near the intersection.

Investigation:

Based on the citizen's concerns, the City's Traffic Engineer reviewed and referenced any past reports for this intersection to identify all safety issues. The review included available traffic volume and pedestrian counts and accident history that may have been collected and reviewed for this intersection. The City utilized the guidance from the California Manual on Uniform Traffic Control Devices (CA-MUTCD) for all traffic control devices, since the use of the CA-MUTCD provides liability protection for jurisdictions.

Regarding the request for the installation of an All-Way Stop Controlled Intersection at this location, the CA-MUTCD has established that three different warrants must be applicable to residential street intersections, one of which must be satisfied before STOP sign installations can be classified as warranted. The warrants are summarized as follows:

1. Collisions – Involving five or more reported crashes in a 12-month period that are susceptible to corrections by a multi-way STOP installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
2. Volumes – The vehicular volume entering the intersection from the major street approaches (total of both approaches) average at least 300 vehicles per hour for each of any 8 hours on an average day. The combined vehicular, pedestrian, and bicycle volumes for the minor street approaches (total for both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to the minor-street traffic of at least 30 seconds

per vehicle during the highest hour.

3. Sight Distance – Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop to ensure safety. Evidence that sight distance is a contributing factor will be supported by the existence of traffic collisions which could be susceptible to correction by installing STOP signs.

Collision Warrant:

SWITRS (Statewide Integrated Traffic Records System) data was acquired from the CHP (California Highway Patrol) via TIMS and reviewed to determine the frequency of traffic collisions for the subject intersection. Traffic collision records for this intersection were reviewed for the most recent three-year period (from 05/31/2019 to 05/31/2022). The CA-MUTCD STOP sign warrant requires an individual intersection to experience five or more reported collisions in a 12-month period susceptible to correction by a multi-way STOP installation. A review of the reported accident history for three years revealed no accidents at the Loveland Street – Suva Street intersection.

The lack of left-turn and right-turn accidents at the Loveland Street and Suva Street intersection indicates that the accident warrant for an all-way STOP sign intersection is not met at this time.

Traffic Volume Warrant:

The traffic volume warrant requirement of at least 300 vehicles per hour for each of any 8-hours of an average day will rarely, if ever, be met at a residential intersection. That requirement equates to a minimum traffic volume of 2,400 vehicles within an 8-hour period at the intersection. Traffic volumes of that magnitude are typically only achievable on major arterial and collector streets like Clara Street, and are not present at the intersection of Loveland Street and Suva Street.

Therefore, the traffic volume warrant cannot be satisfied at this location.

Sight Distance Warrant:

The CA-MUTCD recommends a minimum of 155 feet of clear stopping sight distance on a 25 MPH street for motorists to avoid collisions with other vehicles. Based on a field review of existing conditions, there is a need to improve the existing sight distance and safety at this intersection as the prima facie speed limit is 25 MPH for both streets.

Field observations indicate that the existing intersection sight distance is adequate; as Suva Street curves away from the intersection, sight distance is increased. Current red curb markings are sufficient.

It is recognized that curb parking with City residential neighborhoods is in very short supply, and the provisions of the existing red curb at the corners enhance safety and sight distance at this intersection.

CA-MUTCD Additional Criteria:

The CA-MUTCD, Section 2B.07, for Multi-Way STOP Applications allows other criteria that may be considered in the engineering study when considering the installation of STOP signs. They include:

- A. The need to control left turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where a multi-way STOP control would improve traffic operational characteristics of the intersection.

CONCLUSION:

After a review of the existing site conditions, including the adjacent locations of Suva Intermediate and Elementary Schools, the accident history, traffic counts, the CA-MUTCD Additional Criteria Section 2B.07 paragraph B, and engineering judgement; the City's Traffic Engineer determined the installation of an All-Way Stop Controlled Intersection is recommended for this location.

The Traffic and Safety Commission approved the recommendation for City Council consideration at the August 1, 2023 Commission meeting.

FISCAL IMPACT:

The estimated cost for installing the new STOP signs, legends, and curb painting is approximately \$1,000 and is available in the current Street Maintenance Budget.

ATTACHMENTS:

Exhibit 1 - Resolution No.2023-68

Exhibit 2 - Existing Conditions

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. 2023-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, DETERMINING AND AUTHORIZING AN ALL-WAY STOP CONTROLLED INTERSECTION AT SUVA STREET AND LOVELAND STREET

WHEREAS, the City Council of the City of Bell Gardens has decided to establish a right-of-way control at the intersection of Suva Street and Loveland Street; and

WHEREAS, the California Manual on Uniform Traffic Control Devices (MUTCD) has established specific requirements for the installation of stop signs; and

WHEREAS, MUTCD Section 2B.07 for Multi-Way Stop Applications allows other criteria that may be considered in an engineering study; and

WHEREAS, after careful review by the Traffic Engineer and consideration of MUTCD Section 2B.07 for Multi-Way Stop sign applications (option B), it is determined that an All-Way Stop Controlled Intersection is warranted at this time; and

WHEREAS, the City Council finds and determines that it is in the interest of the public's health, safety and welfare that an All-Way Stop Controlled Intersection be installed on the southwest and northeast corner of Suva Street and Loveland Street for the purposes of an assignment of right-of-way for pedestrians and vehicles.

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

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

SECTION 2. The City Council hereby determines that an All-Way Stop Controlled Intersection be installed on the northwest and southeast corners of the intersection of Suva Street and Loveland Street.

SECTION 3. The City Council further authorizes and directs staff to hereby install and maintain such signs and perform such other work as is necessary to implement the provisions of this resolution.

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

PASSED, APPROVED AND ADOPTED this 28th day of August, 2023.

[Signatures on the following page]

THE CITY OF BELL GARDENS

Francis De Leon Sanchez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

Resolution No. 2023-68

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2023-68** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on August 28, 2023, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

Exhibit 2 – Existing Conditions





**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
SUBJECT: **APPROVAL OF THE SECOND AMENDMENT TO THE SPONSOR AGREEMENT WITH THE LOS ANGELES CONSERVATION CORPS FOR THE TREES FOR BG PLANTING PROJECT**
DATE: August 28, 2023

RECOMMENDATION:

It is staff's recommendation that the City Council adopt the attached Resolution authorizing the City Manager to execute the Second Amendment to the Sponsor Agreement with the Los Angeles Conservation Corps for the Trees for BG Planting Project.

BACKGROUND/DISCUSSION:

In April 2021, the City of Bell Gardens was awarded \$346,408 of Urban Greening Program grant funds for the Trees for BG Planting Project ("Project"). The Urban Greening Program funds projects that reduce greenhouse gases by sequestering carbon, decreasing energy consumption, and reducing vehicle miles traveled, while also transforming the built environment into places that are more sustainable, enjoyable, and effective in creating healthy and vibrant communities.

On August 9, 2021, the City Council approved the execution of a Sponsor Agreement with the Los Angeles Conservation Corps ("LACC"). The Sponsor Agreement was needed to allow LACC to implement the Project and it specified the terms, scope of work, project schedule, fee, and reporting requirements related to the Project.

As of February 28, 2023, 500 trees have been planted citywide as part of the Project, including along Eastern Avenue, Garfield Avenue, Gage Avenue, Florence Avenue, Florence Place, Park Lane/Scout Avenue, Hannon Street, Loveland Street, Suva Street, Foster Bridge Boulevard, Gotham Street, Cecilia Street, and Fostoria Street.

The First Amendment to the Sponsor Agreement was approved on April 24, 2023. The amendment extended the term of the agreement and increased the total estimated fee paid to LACC. This increased fee was fully covered by the grant.

Now the term of the Sponsor Agreement needs to be extended to October 31, 2023, to allow adequate time for LACC to complete their plant establishment and maintenance activities.

CONCLUSION:

Executing the Second Amendment to the Sponsor Agreement with LACC will allow the Project to be completed and the trees to receive the proper treatment they need to survive; thus improving the overall health and wellbeing of the community.

FISCAL IMPACT:

None.

ATTACHMENTS:

Resolution No.2023-69

Exhibit 2 - Second Amendment with Exhibits

APPROVED ELECTRONICALLY BY:

Michael B. O'Kelly, City Manager

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

Manuel Carrillo, Director of Finance and Administrative Services

RESOLUTION NO. 2023-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE SPONSOR AGREEMENT WITH THE LOS ANGELES CONSERVATION CORPS FOR THE TREES FOR BG PLANTING PROJECT

WHEREAS, on September 14, 2016, SB859 created the California Natural Resources Agency's Urban Greening Program funded by the Greenhouse Gas Reduction Funds; and

WHEREAS, on April 22, 2021, the City of Bell Gardens ("City") received notice of a successful competitive process and was awarded \$346,408 for the "Trees for BG Planting Project";

WHEREAS, the City elected to coordinate with the Los Angeles Conservation Corps and executed and entered into a Sponsor Agreement on August 9, 2021, to implement the "Trees for BG Planting Project"; and

WHEREAS, on April 24, 2023, the City executed the First Amendment to the Sponsor Agreement with the Los Angeles Conservation Corps extending the term of the Agreement through August 31, 2023, and increase the total estimated fee to be paid; and

WHEREAS, a second amendment is now needed to modify the Sponsor Agreement to extend the term to October 31, 2023, to complete the tree establishment period.

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

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

SECTION 2. Based upon the above recitals, the staff report accompanying this Resolution, and such other oral and written evidence, the City Council authorizes the City Manager to execute the Second Amendment to the Sponsor Agreement with Los Angeles Conservation Corps which is necessary for the completion of the aforementioned project.

SECTION 3. 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.

[Signatures on the following page]

PASSED, APPROVED, and ADOPTED this 28th day of August, 2023.

THE CITY OF BELL GARDENS

Francis De Leon Sanchez, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Vasquez
City Attorney

Daisy Gomez
City Clerk

Resolution No. 2023-69

I, Daisy Gomez, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2023-69** was adopted by the Bell Gardens City Council at a **regular** meeting of the City Council held on August 28, 2023, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Daisy Gomez
City Clerk

2023
SECOND AMENDMENT TO SPONSOR AGREEMENT

THIS SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled Sponsor Agreement dated August 6, 2021 (hereinafter, “Master Agreement”), is made as of _____, 2023 (the “Effective Date”), by and between Los Angeles Conservation Corps (“the Corps”), and City of Bell Gardens (“Sponsor”). For the purposes of this Second Amendment, Sponsor and the Corps may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to Sponsor or the Corps interchangeably, as appropriate.

RECITALS

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

WHEREAS, on August 31, 2021, the City executed and entered into a Grant Agreement with the State of California Natural Resources Agency (“Granting Agency”) to commence the Trees for BG Planting Project (“Project”) and establish the terms and conditions associated with the awarded grant funds for the Project;

WHEREAS, Sponsor made requests to the Granting Agency that the Project’s grant funds be shifted between project tasks within the Project’s budget;

WHEREAS, the Granting Agency approved the Sponsor’s requests and shifted additional funds to the Project’s plant establishment task;

WHEREAS, on August 6, 2021, the Parties executed and entered into the Master Agreement for the Corps to provide services related to the Statement of Work detailed in Exhibit A of the Master Agreement;

WHEREAS, on April 24, 2023, the Parties executed and entered into a First Amendment to extend the engagement period and to allow the Corps adequate time to complete their plant establishment and maintenance activities;

WHEREAS, for the purposes of this Second Amendment, the Master Agreement as amended by way of the First Amendment may be referred to collectively as the “Master Agreement”. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**;

WHEREAS, under the terms of the Master Agreement, the Engagement Period was scheduled to terminate on August 31, 2023; and

WHEREAS, the Parties now wish to modify the Master Agreement to extend the Engagement Period to October 31, 2023 to allow the Corps adequate time to complete their plant establishment and maintenance activities detailed in the Statement of Work.

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 1(c) (Engagement Period) of the Master Agreement is hereby amended to extend the Engagement Period of the Master Agreement through October 31, 2023.

SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement and First Amendment shall remain binding, controlling, and in full force and effect. This Second Amendment, together with the Master Agreement and First 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 Second Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Second Amendment, the Master Agreement and First Amendment and all provisions contained therein shall remain binding and enforceable. In the event of any conflict of inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement and First Amendment, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and First Amendment 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.

LOS ANGELES CONSERVATION

CITY OF BELL GARDENS:

CORPS:

By: _____

By: _____

Name: Wendy Butts

Name: Michael B. O’Kelly

Title: Chief Executive Officer

Title: City Manager

EXHIBIT "A"
MASTER AGREEMENT

2023
FIRST AMENDMENT TO SPONSOR AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") to that certain agreement entitled Sponsor Agreement dated August 6, 2021 (hereinafter, "Master Agreement"), is made as of April 24, 2023 (the "Effective Date"), by and between Los Angeles Conservation Corps ("the Corps"), and City of Bell Gardens ("Sponsor"). For the purposes of this First Amendment, Sponsor and the Corps may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to Sponsor or the Corps interchangeably, as appropriate.

RECITALS

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

WHEREAS, on August 31, 2021, the City executed and entered into a Grant Agreement with the State of California Natural Resources Agency ("Granting Agency") to commence the Trees for BG Planting Project ("Project") and establish the terms and conditions associated with the awarded grant funds for the Project;

WHEREAS, Sponsor made requests to the Granting Agency that the Project's grant funds be shifted between project tasks within the Project's budget;

WHEREAS, the Granting Agency approved the Sponsor's requests and shifted Twenty-Eight Thousand Two Hundred Eighty-Seven Dollars and Ninety-Nine Cents (\$28,287.99) to the Project's plant establishment task;

WHEREAS, on August 6, 2021, the Parties executed and entered into the Master Agreement for the Corps to provide services related to the Statement of Work detailed in Exhibit A of the Master Agreement;

WHEREAS, the Master Agreement is attached and incorporated hereto as Exhibit "A";

WHEREAS, under the terms of the Master Agreement, the Engagement Period was scheduled to terminate on March 31, 2023;

WHEREAS, the Parties now wish to modify the Master Agreement to extend the Engagement Period to August 31, 2023 to allow the Corps adequate time to complete their plant establishment and maintenance activities detailed in the Statement of Work;

WHEREAS, under the terms of the Master Agreement, Sponsor agreed to pay the Corps a total estimated fee of Two Hundred Seventy-Seven Thousand One Hundred Sixty-Two Dollars (\$277,162) for all work contemplated under the Master Agreement; and

WHEREAS, the Parties wish to increase the total estimated fee by Twenty-Four Thousand Two Hundred Eighty-Seven Dollars and Ninety-Nine Cents (\$24,287.99) for a new total estimated fee of Three Hundred One Thousand Four Hundred Forty-Nine Dollars and

Ninety-Nine Cents (\$301,449.99) to cover the extended term of the Master Agreement and align with the Project's adjusted budget.

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 1(c) (Engagement Period) of the Master Agreement is hereby amended to extend the Engagement Period of the Master Agreement through August 31, 2023.

SECTION 2. Section 1(f) (Prices) of the Master Agreement and Section 2 (Fees) of the Statement of Work are hereby amended to increase the estimated fee of Two Hundred Seventy-Seven Thousand One Hundred Sixty-Two Dollars (\$277,162) for a new estimated fee of Three Hundred One Thousand Four Hundred Forty-Nine Dollars and Ninety-Nine Cents (\$301,449.99) for all work contemplated under the Master Agreement and First Amendment.

In accordance with the Project's grant budget, One Hundred Fifty-two Thousand Seven Hundred Eighty-nine Dollars and Ninety-nine Cents (\$152,789.99) is allocated to plant establishment and maintenance activities.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. This First Amendment, together with the Master Agreement, 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 First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict of inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNATURES ON NEXT PAGE]

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

LOS ANGELES CONSERVATION

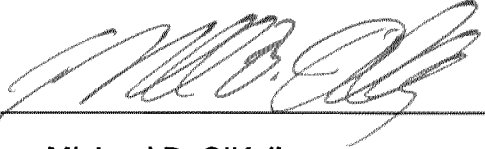
CORPS:

By: DocuSigned by:
Wendy Butts
2436E756C88841E...

Name: Wendy Butts

Title: Chief Executive Officer

CITY OF BELL GARDENS:

By: 

Name: Michael B. O'Kelly

Title: City Manager

EXHIBIT "A"
MASTER AGREEMENT

SPONSOR AGREEMENT

This Sponsor Agreement ("Agreement") is made as of August 6, 2021 (the "Effective Date"), by and between Los Angeles Conservation Corps ("the Corps"), and City of Bell Gardens ("Sponsor"). For the purposes of this Agreement, Sponsor and the Corps may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to Sponsor or the Corps interchangeably, as appropriate.

The Corps desires to perform, and Sponsor desires to have the Corps perform, certain services as an independent contractor to Sponsor.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

(a) Statements of Work. During the Engagement Period (as defined below), the Corps will perform the Services (as defined below) for Sponsor. The initial engagement of the Corps for Services by Sponsor is evidenced by written statement of work ("Statement of Work" or "SOW") and set forth as Exhibit A (such services that are specifically set forth in the SOW are referred to herein as the "Services"). If Sponsor and the Corps agree to any further engagements for Services, such additional engagements shall be evidenced by a mutually acceptable and fully executed SOW. Each additional Statement of Work shall identify (i) the Services to be provided by the Corps; (ii) any documentation, reports, plans, programs, work programs or other deliverables to be delivered by the Corps (the "Deliverables"); (iii) location(s) at which the Services will be provided; (iv) timeline for the performance of the Services, including delivery dates for the Deliverables and the estimated commencement date and completion date for the project; (v) any specifications for the Deliverables or the Services; and (vi) the fees to be paid by Sponsor for the Services. Each Statement of Work entered into by the Parties shall reference this Agreement and shall be attached hereto and made a part of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and a SOW, the terms and conditions of this Agreement shall govern. Notwithstanding the foregoing, the Corps shall not be required to enter into any additional SOW and may reject any proposed additional Services in any proposed SOW in its sole and absolute discretion.

(b) Performance. The Corps shall only be responsible for performing those Services expressly set forth in the SOW. The Corps will perform the Services in accordance with the terms set forth in the applicable SOW, this Agreement and any applicable laws and regulations.

(c) Engagement Period. The "Engagement Period" will commence on the Effective Date and will terminate on March 31, 2023 unless the Corps is performing Services pursuant to an executed SOW that specifies a later completion date. In such event, the Engagement Period will terminate on the specified completion date.

(d) Staffing. The Corps shall have the right to appoint any independent contractors, subcontractors or contractors (each a "Subcontractor") to perform the Services set forth hereunder without Sponsor's approval. Notwithstanding the appointment by the Corps of any Subcontractor, the Corps shall remain fully responsible for the performance of its obligations under this Agreement.

(e) Conduct of Personnel. While at Sponsor's premises, each of the Parties agree that it and its personnel and Subcontractors shall (i) comply with all reasonable requests, rules or regulations of the other Party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a businesslike manner.

(f) Prices. Sponsor coordinated with the Corps to establish a cost estimate to perform the SOW while developing the Urban Greening grant application and grant agreement for the Trees for BG Planting Project. The estimated fee for the Corps to perform this SOW is Two Hundred Seventy-seven Thousand One Hundred Sixty-two Dollars (\$277,162). This fee includes the costs for tree removal, purchase of trees and other supplies, tree plantings, technical consulting, and plant establishment and maintenance for one year.

(g) Status Reports. Unless expressly set forth in a SOW, the Corps shall not be required to submit to Sponsor periodic written status reports on the Corps' progress with respect to the performance of Services under a SOW.

(h) Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on the Corps (other than taxes related to the Corps' income and payroll) in connection with the Services purchased under this Agreement will be paid by Sponsor and will appear as separate items on the Corps' invoices.

(i) Invoicing and Payment. Following the conclusion of Services requested, the Corps shall submit to Sponsor an itemized invoice indicating the services and tasks performed. If the amount of the Corps' compensation includes hours worked by the Corps' personnel, the invoice shall indicate the number of hours worked in connection with the specific service or task requested, the persons responsible for performing the services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed, and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, Sponsor shall notify the Corps in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, Sponsor shall pay all undisputed amounts included on the invoice. Sponsor shall not withhold applicable taxes or other authorized deductions from payments made to the Corps.

(j) Acceptance. Upon completion of the Services under an applicable SOW, the Services or Deliverables, as the case may be, shall be deemed complete, final and accepted by Sponsor unless Sponsor reasonably believes that the Services or Deliverables did not conform to the specifications set forth in the applicable Statement of Work and notifies the Corps of such within five (5) calendar days of the Corps' completion of the Services or Deliverables. The Parties shall discuss any alleged non-conforming Services or Deliverables in good faith. If the Parties agree that such Services or Deliverables did not conform to the specifications set forth in the applicable Statement of Work, the Parties shall extend the delivery date for such Services or Deliverables and Sponsor shall not be charged for any subsequent Services performed by the Corps required to complete such Services or Deliverables.

(k) Obligations of Sponsor. In addition to the obligations of Sponsor hereunder, the Corps' performance of the Services and/or delivery of the Deliverables is conditioned upon those additional obligations of Sponsor that are set forth in an applicable SOW, including, without limitation, the obligation to procure and provide any tools, equipment or materials which are specifically set forth in a SOW.

2. Relationship of Parties.

(a) Independent Contractor. The Corps is an independent contractor and is not an agent or employee of, and has no authority to bind, Sponsor by contract or otherwise. The Corps will perform the Services under the general direction of Sponsor, but the Corps will determine, in the Corps' sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that the Corps shall at all times comply with applicable law. Sponsor has no right or authority to control the manner or means by which the Services are accomplished.

(b) No Joint Venture. Nothing in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. No Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of any other Party. No Party will have any power or authority to bind or commit any other. No Party will hold itself out as having any authority or relationship in contravention of this Section.

(c) Insurance. The Corps shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

(ii) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

(iii) Worker's Compensation insurance as required by the State of California.

(iv) the Corps shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.

(v) The 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.

(vi) The Corps shall provide proof that policies of insurance 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 weeks prior to the expiration of the coverages.

(vii) The general liability and automobile policies of insurance shall contain an endorsement naming Sponsor, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to Sponsor. The Corps 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.

(viii) All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Sponsor, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

(ix) All insurance coverage provided pursuant to this Agreement shall not prohibit the Corps, and the Corps' employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. The Corps hereby waives all rights of subrogation against Sponsor, its officials, officers, employees, agents and volunteers.

(x) Any deductibles or self-insured retentions must be approved by Sponsor. At the option of Sponsor, the Corps shall either reduce or eliminate the deductibles or self-insured retentions with respect to Sponsor, or the Corps shall procure a bond guaranteeing payment of losses and expenses.

(xi) If the Corps is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.

(xii) Procurement of insurance by the Corps shall not be construed as a limitation of the Corps' liability or as full performance of the Corps' duties to indemnify, hold harmless and defend under Section 2(c) of this Agreement.

(xiii) In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, Sponsor has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Sponsor will be promptly reimbursed by the Corps or Sponsor will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Sponsor may cancel this Agreement effective upon notice.

(xiv) Sponsor reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3. Indemnification.

The Corps shall defend, indemnify and hold Sponsor and its directors, officers, employees, partners, contractors or agents, harmless from and against any and all claims,

actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of the Corps, its directors, officers, employees, partners, or agents.

Sponsor shall defend, indemnify and hold the Corps and its directors, officers, employees, partners, or agents, harmless from and against any and all claims, actions, causes of actions, demands, or liabilities of whatsoever kind and nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges to the extent that such claims arise out of, were caused by, or result from any breach of the performance of this Agreement or the negligence, gross negligence, or willful misconduct of Sponsor, its directors, officers, employees, partners, or agents.

4. Termination and Expiration.

(a) For Cause Termination. Either Party may immediately terminate this Agreement and all outstanding Statements of Work without providing any advance notice if, in the reasonable, good faith opinion of such Party, the other Party has: (1) committed an act of fraud, embezzlement, or misappropriation involving such Party; (2) committed an act, or failed to commit an act, involving the other Party that amounts to willful misconduct, wanton misconduct, or gross negligence; (3) materially breached this Agreement provided that such Party has not cured such breach within five (5) days of written notice of the breach; or (4) become bankrupt or insolvent or made an assignment for the benefit of creditors.

(b) Termination Without Cause. Notwithstanding anything in this Section 4 to the contrary, either Party shall have the right to terminate this Agreement, or any project hereunder, without cause, by providing the other Party with thirty (30) days' advance written notice of its intent to terminate the Agreement ("Notice of Termination Period"). The Parties agree to deal with each other in good faith during the Notice of Termination Period and continue to perform all obligations under this Agreement until the expiration of the notice period. All rights and obligations under this Agreement shall immediately cease upon termination of the Agreement unless otherwise provided herein.

(c) Expiration. Unless terminated earlier, this Agreement will expire at the end of the Engagement Period.

(d) No Election of Remedies. The election by a Party to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

5. Representations and Warranties: Limitation of Liability.

(a) Representations and Warranties. Each of the Parties hereto represents and warrants to the other Party that: (i) it shall adhere to all applicable laws and regulations relating to the Services, including, without limitation, all work place safety, hiring and environmental laws and regulations, (ii) it has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (iii) its execution of this Agreement, and its performance of its respective obligations and duties hereunder, do not

and will not violate any agreement to which it is a party or by which it is otherwise bound; and (iv) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

6. General.

(a) **Notice.** Any notice or other communication hereunder shall be in writing and will be deemed to have been given for all purposes (i) on the delivery date, if delivered by confirmed facsimile or delivered personally to the Party to whom the same is directed; (ii) one business day after deposit with an overnight carrier, with written verification of receipt; or (iii) five business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. In the case of the Corps, notice will be provided to the attention of the Project Manager at the address set forth in the SOW with a copy to the Corps' Contract Compliance Officer, Phone (213) 362-9000, ext. 257; 213-362-7929 FAX; P.O. Box 15868, Los Angeles, CA 90015. In the case of Sponsor the notice address shall be the address for Sponsor set forth in the Statement of Work.

(b) **No Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance.

(c) **Nondiscrimination.** Parties shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Parties shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Parties shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this Agreement by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.).

(d) **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. Neither Party shall be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment.

(e) **Further Assurances.** Each of the Parties shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as

may reasonably be requested by the other Party for the implementation or continuing performance of this Agreement.

(f) Construction; Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

(g) Remedies. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

(h) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States, without regard to its conflict of laws principles.

(i) Arbitration. In the event any dispute should arise between the Parties to this Agreement as to the validity, construction, enforceability or performance of this Agreement or any provision hereof, such dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court of competent jurisdiction. The arbitrator shall have the discretion to award reasonable attorneys' fees and costs to the prevailing party.

(j) Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such Party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires, natural disasters or acts of God. In such event, the delayed Party shall perform its obligations hereunder promptly after the cause of the failure has abated.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

LOS ANGELES CONSERVATION

CORPS:

By:  _____
DocuSigned by:
3A3DE7DC CUCD41E...

Name: Wendy Butts

Title: Chief Executive Officer

CITY OF BELL GARDENS:

By:  _____

Name: Michael B. O'Kelly

Title: City Manager

Exhibit A
Statement of Work

STATEMENT OF WORK

This Statement of Work ("SOW") is dated as of August 6, 2021 and together with the Sponsor Agreement (the "Agreement") between Sponsor and Los Angeles Conservation Corps ("the Corps") dated August 6, 2021, contains the full and complete understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the entire subject matter of this SOW. Only a written instrument signed by an authorized representative of each Party may amend this SOW.

All capitalized terms not defined herein will have the meanings given them in the Agreement.

1. **Services; Deliverables; Due Dates.** The Services to be performed and/or Deliverables to be delivered by the Corps under this SOW, for the project entitled Trees for BG Planting Project, are as follows:

Service/Deliverable	Start Date (if applicable)	Completion Date (if applicable)
Assess project site locations	August 16, 2021	March 31, 2022
Remove 5 trees		
Prepare/print/distribute educational flyers		
Procure 500 15-gallon trees and supplies (stakes, ties, trunk guards, mulch)		
Plant 500 15-gallon trees in parks and along sidewalks as determined by City of Bell Gardens (Gage Ave, Garfield Ave, Eastern Ave, Florence Pl, Florence Ave, Park Lane, Scout Ave, Hannon St, Loveland St, Suva St, Foster Bridge Blvd)		
Provide weekly updates to Sponsor to include in grant reporting		
Plant establishment and maintenance for 1 year	TBD based on planting schedule	TBD based on planting schedule

2. **Fees.** Sponsor coordinated with the Corps to establish a cost estimate to perform the SOW while developing the Urban Greening grant application and grant agreement for the Trees for BG Planting Project. The estimated fee for the Corps to perform this SOW is Two Hundred Seventy-seven Thousand One Hundred Sixty-two Dollars (\$277,162). This fee includes the costs for tree removal, purchase of trees and other supplies, and tree plantings. This fee will be reimbursed to the Sponsor by the Urban Greening Grant.

3. Additional Duties and Obligations of Sponsor. The Corps' performance of the Services and/or delivery of the Deliverables is conditioned upon Sponsor performing and complying with the following obligations, in addition to all obligations set forth in the Agreement. In connection with the Services and/or Deliverables, Sponsor hereby agrees that it shall perform, or comply with, the following:

Sponsor will provide storage space for trees upon delivery until planted; sponsor will determine where trees will be planted and obtain all necessary permits and permissions; sponsor agrees to maintain the trees after the first year of establishment is performed by the Corps. Sponsor agrees to perform the work necessary to open the cement filled tree wells and repair sidewalks, curbs, ramps, driveways, and/or medians.

4. Tools; Equipment; Materials. In addition to the obligations of Sponsor set forth in this SOW and the Agreement, Sponsor shall be responsible for procuring the following tools, equipment and materials (including the responsibility for maintenance thereof) in the quantities set forth herein, which the Parties agree are necessary to complete the Services or Deliverables. The Corps shall be responsible for procuring all tools, equipment or materials that are not listed below that the Corps shall deem necessary in order to complete the Services and/or Deliverables.

Item	Quantity
N/A	

5. Notice Addresses.

(a) Corps Project Manager. The name and contact information for the Corps manager or supervisor responsible for the Services and/or Deliverables is set forth below:

Carlos Campero
Los Angeles Conservation Corps
941 W. Cressey Street
Los Angeles, CA 90222
Phone: 213-749-3601 ext. 312
Email: ccampero@lacorps.org

(b) Sponsor Address. The name and contact information for person to whom all notices and communications under the Agreement and this SOW shall be sent is set forth below:

Grissel Chavez
City of Bell Gardens
8327 Garfield Ave.
Bell Gardens, CA 90201

Phone: 562-334-1790

Email: gchavez@bellgardens.org

Except as specifically set forth herein, the terms and conditions of the Agreement remain.

IN WITNESS WHEREOF, the Parties have signed this Statement of Work as of the date first written above.

LOS ANGELES CONSERVATION

CORPS:

DocuSigned by:

Wendy Butts

By: _____

Name: Wendy Butts

Title: Chief Executive Officer

CITY OF BELL GARDENS:

By: _____

Name: Michael B. O'Kelly

Title: City Manager



**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: August 28, 2023

RECOMMENDATION:

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

BACKGROUND/DISCUSSION:

The Local Appointments List includes all Bell Gardens Commissions and Commissioners. The City Council adopted Ordinance No. 825 on July 13, 2009 establishing minimum requirements for service on commissions. All Commissioners must reside within the City of Bell Gardens and may only serve on one Commission at a time. Once appointed, each Commissioner must adhere to the requirements of the City's Conflict of Interest Code and state-mandated AB 1234 ethics training and AB 1661 harassment training.

Ordinance No. 825 allows each Council Member to remove or appoint one candidate per Commission, subject to the approval of the Council majority. Appointed Commission Members serve terms that coincide with the term of the Council Member who made the appointment.

CONCLUSION:

After an appointment is made, Commission members will receive their Oath of Office before beginning service with their respective Commission at the next regularly scheduled Commission meeting. The City Clerk's Office will arrange for the proper filing of Conflict of Interest Code forms and schedule trainings for AB 1234 and AB 1661.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

- Exhibit 1 - Commissioner Roster
- Exhibit 2 - Notice of Vacancies
- Exhibit 3 - Unscheduled Vacancy

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: 8/15/2023

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		
Miguel Flores	Chavez	3/22/2021
Kristina Paulo	Barcena	1/9/2023
VACANT	Gomez	
Gustavo Mendez	De Leon Sanchez	1/9/2023
Andrew Leon	Pulido	
PLANNING COMMISSION		
Meeting Date: Third Wednesday of every month, City Hall Council Chamber, 6:00 p.m. Staff Liaison - Steven Jones, City Planner, (562) 806-7722		
Miguel De La Rosa	Chavez	1/11/2021
Armando Barcena	Barcena	1/9/2023
VACANT	Gomez	
VACANT	De Leon Sanchez	
Tony Rivera	Pulido	1/11/2021
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		
Tiara Solorzano	Chavez	1/25/2021
Isabel Duron	Barcena	1/9/2023
VACANT	Gomez	
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		
Diana Rivera	Chavez	1/9/2023
Ana Maria Sanchez Flores	Barcena	1/9/2023
VACANT	Gomez	
Stephanie Perez	De Leon Sanchez	1/23/2023
VACANT	Pulido	
TRAFFIC AND SAFETY COMMISSION		
Meeting Date – First Tuesday of every month, City Hall Council Chamber, 5:30 p.m. Staff Liaison – Grissel Chavez, Director of Public Works (562) 806-7770		
Carlos Jose Barrera	Chavez	1/11/2021
David Heredia	Barcena	1/9/2023
VACANT	Gomez	
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			
Kristina Paulo	Barcena		1/09/2023
VACANT	Gomez	8/15/2023	
Andrew Leon	Pulido		02/27/2023
Miguel Flores	Chavez		3/22/2021
Gustavo Mendez	Sanchez		1/09/2023
PLANNING COMMISSION			
Armando Barcena	Barcena		1/09/2023
VACANT	Gomez	8/15/2023	
Tony Rivera	Pulido		1/11/2021
Miguel De La Rosa	Chavez		1/11/2021
VACANT	Sanchez	8/15/2023	1/09/2023
RECREATION, CULTURAL AND YOUTH COMMISSION			
Isabel Duron	Barcena		1/09/2023
VACANT	Gomez	8/15/2023	
Cindy Alvarado	Pulido		2/27/2023
Tiara Solorzano	Chavez		1/25/2021
Cecilia Diaz-Jimenez	Sanchez		1/23/2023
SENIOR CITIZEN COMMISSION			
Ana M Sanchez Flores	Barcena		1/09/2023
VACANT	Gomez	8/15/2023	
VACANT	Pulido	12/17/2020	
Diana Rivera	Chavez		1/09/2023
Stephanie Perez	Sanchez		1/23/2023
TRAFFIC AND SAFETY COMMISSION			
David Heredia	Barcena		1/09/2023
VACANT	Gomez	8/15/2023	
Jayson Gavilanes	Pulido		1/11/2021
Carlos Jose Barrera	Chavez		1/11/2021
Hugo Alvarado	Sanchez		1/09/2023

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

Updated: 8/15/2023



City of Bell Gardens

NOTICE OF UNSCHEDULED VACANCY

An unscheduled vacancy exists on the:

PLANNING COMMISSION

Pursuant to Section 54974 of the California Government Code, **NOTICE IS HEREBY GIVEN** that an unscheduled vacancy has occurred on the **Bell Gardens Planning Commission** as of **August 14, 2023**. The unexpired term will end **December 2026**.

Applicants must be a registered voter and resident of the City of Bell Gardens. No person previously convicted of a felony in this state or elsewhere shall be permitted to serve on any City commission. 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)

Appointment to fill the position will be made by the Bell Gardens City Council. Residents interested in being consider for said position should complete and submit a Commissioner Services Application to 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.

A Commissioner Services Application may be obtained from the City of Bell Gardens website at bellgardens.org or at the City Clerk's Office at City Hall. Please call the City Clerk's Office at (562) 806-7705 for more information.

This notice was duly posted no later than 20 days after the vacancy occurred as required by law. Final appointment to the **Planning Commission** shall not be made by the City Council for at least ten (10) working days after posting of this notice. An appointment can be made after **September 4, 2023**.

Daisy Gomez, City Clerk
Posted: August 15, 2023



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

AGENDA REPORT

Item 12.

TO:	Honorable Mayor and City Council Members
FROM:	Michael B. O’Kelly, City Manager
BY:	Hailes H. Soto, Assistant to the City Manager
SUBJECT:	APPOINTMENT OF COUNCIL MEMBERS TO SERVE ON THE BELL GARDENS AQUATIC CENTER CONSTRUCTION PROJECT AD HOC COMMITTEE
DATE:	August 28, 2023

RECOMMENDATION:

It is staff recommendation that the City Council, by motion, appoint a new member to the Bell Gardens Aquatic Center Construction Project Ad Hoc Committee.

BACKGROUND/DISCUSSION:

At the September 10, 2018 City Council Meeting, the City Council was provided with updated information on the Bell Gardens Aquatic Center Construction Project and it was recommended that the City Council appoint a Bell Gardens Aquatic Center Construction Project Ad Hoc Committee (“committee”) made up of less than a quorum of the City Council and staff to review and make recommendations on the design and facility amenities for the project. The charge of the ad hoc committee was to:

- Study the options available for the City.
- Select the type of facility to be designed.
- Evaluate the financing options.
- Set the timetable and schedule.
- Recommend the final decisions to the City Council.

Ad hoc committees are permitted under the Brown Act as long as they:

- Serve a limited or single purpose that is not perpetual.
- Are composed solely of less than a quorum of the City Council.
- Have a defined purpose and time frame to accomplish that purpose.
- Are dissolved once the specific task is complete.
- Are advisory (the committee is not to be delegated any decision-making power and will be returning to the full Council on its recommendation).

Ad Hoc Committees are not subject to notice and posting requirements, nor to holding public meetings, if the above requirements are followed. The two members of the committee appointed on January 27, 2020 were Mayor Alejandra Cortez and Council Member Marco Barcena. On July 3, 2023 Mayor Alejandra Cortez announced her resignation as Mayor/Council Member of the City of Bell Gardens which inadvertently left a vacancy in the Bell Gardens Aquatic Center Construction Project Ad Hoc Committee. It is appropriate to appoint a new member to the committee.

CONCLUSION:

Appointment to the Bell Gardens Aquatic Center Construction Project Ad Hoc Committee will ensure that the City Council remain involved in the planning and construction phase of the Aquatic Center.

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