



# **City Council Agenda**

Special Meeting

**Friday, September 3, 2010**  
**8:00 AM**

City Council Chambers  
6330 Pine Avenue

Oscar Hernandez  
**Mayor**

Teresa Jacobo  
**Vice Mayor**

Luis Artiga  
**Councilman**

George Mirabal  
**Councilman**

Lorenzo S. Velez  
**Councilman**

## **Welcome to the City Council Meeting**

The Bell City Council and staff welcomes you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council.

Regularly City Council meetings are held once a month at 7:00 p.m., City Council Chambers, 6330 Pine Avenue. For more information, you may call City Hall during regular business hours 8:00 a.m. to 4:00 p.m., Monday through Friday at (323) 588-6211 Extension 217.

### City Council Organization

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

### Addressing the City Council

If you wish to speak to the City Council on any item which is listed or not listed on the City Council Agenda, please complete a *Request to Speak Card* available in the back of the City Council Chambers. Please submit the completed card to the City Clerk prior to the meeting.

The Mayor will call you to the microphone at the appropriate time if you have filled out a *Request to Speak Card*. At that time, please approach the podium, clearly state your name and address, and proceed to make your comments.

### Compliance with Americans with Disabilities Act

The City of Bell, in complying with the Americans with Disabilities Act (ADA), request individuals who require special accommodation(s) to access, attend, and or participate in a City meeting due to disability. Please contact the City Clerk's Office, (323) 588-6211, Ext. 217, at least one business day prior to the scheduled meeting to insure that we may assist you.

***Special Meeting of  
Bell City Council  
Agenda***

***September 3, 2010– 8:00 A.M.  
City Council Chambers  
6330 Pine Avenue  
Bell, California 90201***

***I. Call to Order***

**1.01** Pledge of Allegiance to the Flag.

**1.02** Roll call of City Council

Mr. Velez	_____
Mrs. Jacobo	_____
Mr. Artiga	_____
Mr. Mirabal	_____
Mr. Hernandez	_____

***II. Communications From The Public***

**During communications from the public, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning those items that have been described in the Notice and Call for this Special Meeting. Please complete the request to speak form and submit it to the City Clerk.**

### ***III. Closed Session***

**The City Council will recess to a closed session to confer with legal counsel regarding the following matters:**

**3.01 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Initiation of litigation pursuant to subdivision (c) of Section 54956.9: seven (7) cases.

**3.02 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

(Subdivision (a) of Section 54956.9)

Name of case: *City of Bell v. Randy C. Sopp*

Case No.: BC422467

**3.03 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

(Subdivision (a) of Section 54956.9)

Name of case: *City of Bell v. Los Angeles Unified School District*

Case No.: BS124077

**3.04 CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Interim Chief Administrative Office Pedro Carrillo and Interim City Attorney James M. Casso

Employee organization: Bell Police Officers' Association

**The City Council will reconvene to open session.**

#### ***IV. Council Business***

**4.01** Discussion and Consideration of Options With Respect to an Agreement for Joint Municipal Services with the City of Maywood.

*Staff Recommendation:* Staff is seeking Council direction.

**4.02** Discussion of and Direction to the Interim Chief Administrative Officer with Respect to Termination of the Public Safety Joint Powers Authority.

*Staff Recommendation:* Staff recommends termination of the Public Safety Joint Powers Authority.

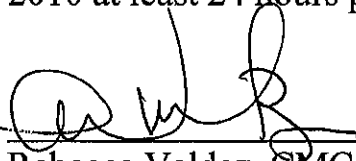
**4.03** Consideration of issuance of legislative subpoena.

*Staff Recommendation:* Staff seeks Council authorization for issuance of legislative subpoenas.

#### ***V. Adjournment***

**Next Regular Meeting, Monday September 20, 2010 at 7:00 P.M.**

I, Rebecca Valdez, CMC, City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on September 2, 2010 at least 24 hours prior to the meeting as required by law.



Rebecca Valdez, CMC  
City Clerk

1507786.1

Special Meeting of  
Bell City Council  
September 3, 2010

# City of Bell Agenda Report

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DATE: September 3, 2010

TO: Mayor and Members of the City Council

FROM: Pedro Carrillo, Interim Chief Administrative Officer

SUBJECT: DISCUSSION AND CONSIDERATION OF OPTIONS WITH RESPECT TO AN AGREEMENT FOR JOINT MUNICIPAL SERVICES WITH THE CITY OF MAYWOOD

## DISCUSSION

On June 3, 2010, the City of Bell (“the City” or “Bell”) and the City of Maywood (“Maywood”) entered into joint municipal services agreement (“the Agreement”). Under the Agreement, the City would provide to Maywood the following municipal services: administrative, building and safety, engineering, street and Maywood facilities maintenance and repair services. Maywood, in turn, agreed to compensate the City for these services. Copy of the Agreement is attached as Exhibit 1 to this staff report.

On June 21, 2010, Bell and Maywood amended the scope of services and the compensation under the Agreement (“First Amended Agreement”) to add the following additional services general administration, finance, records management, park and recreation and public safety services. Pursuant to the amended agreement, Maywood agreed to compensate the City for the additional services being provided. Copy of the First Amended Agreement is attached as Exhibit 2 to this staff report.

The purpose of this item is for the City Council to discuss and consider options with respect to these agreements and the services being provided to Maywood.

## FISCAL IMPACT:

None at this time.

## RECOMMENDATION

The staff is seeking direction from the Council regarding the joint municipal services agreement with Maywood.

EXHIBITS:

1. June 3, 2010, Agreement for Joint Municipal Services between City of Bell and City of Maywood.
2. June 21, 2010, First Amended Agreement for Joint Municipal Services between City of Bell and City of Maywood.

1507925.2

**AGREEMENT FOR JOINT MUNICIPAL SERVICES CONTRACT**

THIS AGREEMENT is entered into this 3 day of June, 2010 by and between the City of Bell, a municipal corporation ("BELL") and the City of Maywood, a municipal corporation ("MAYWOOD"). BELL and MAYWOOD are sometimes individually referred to as "Party" and collectively as "Parties".

**SECTION 1. RECITALS.**

A. In order to provide quality municipal services for Maywood residents, the Parties desire to work together in order to obtain greater cost efficiencies.

B. MAYWOOD hereby considers and approves of a proposal from BELL for providing certain professional services including but not limited to, the services as described below in Section 6 of this Agreement.

C. MAYWOOD desires to have BELL perform these services.

D. BELL represents and warrants that its staff, contractors, and agents are qualified to perform such services and has agreed to do so pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, BELL and MAYWOOD agree as follows:

**SECTION 2. PRINCIPAL REPRESENTATIVE.**

City Manager of MAYWOOD shall be the principal representative of MAYWOOD for purposes of this Agreement. City Manager of BELL, shall be the principal representative of BELL for purposes of this Agreement.

**SECTION 3. BELL NOT AGENT OF MAYWOOD.**

A. BELL shall have no authority, expressed or implied, to act on behalf of MAYWOOD in any capacity whatsoever as an agent.

B. BELL shall have no authority, express or implied, pursuant to this Agreement to bind MAYWOOD to any obligation whatsoever.

**SECTION 4. SCOPE OF SERVICES.**

BELL will diligently perform the tasks, in a good and workmanlike manner, ("Services") which are set forth Scope of Services, attached hereto and incorporated herein by reference as Attachment A. BELL may also provide those additional services ("Additional Services") also identified in Attachment A. MAYWOOD reserves the right to modify these Services as necessary.

**SECTION 5.**            **STANDARD OF PERFORMANCE.**

BELL shall perform all Services required pursuant to this Agreement on behalf of MAYWOOD in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

**SECTION 6.**            **TIME.**

A. BELL shall ensure that such time is devoted to the performance of Services pursuant to the Agreement as may be reasonably necessary for satisfactory performance of BELL's obligations pursuant to this Agreement.

B. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**SECTION 7.**            **QUALIFICATIONS.**

A. BELL represents and warrants to MAYWOOD that the professionals it will use under this Agreement shall have all necessary professional licenses, qualifications and/or certificates to legally perform the Services. Bell represents and maintains that it or its agents are skilled in the professional calling necessary to perform the Services.

B. BELL represents and warrants to MAYWOOD that BELL shall ensure that these professionals and/or agents maintain at all times all necessary licenses and certificates required to perform the Services during the term of this Agreement.

**SECTION 8.**            **TERM.**

The term of this Agreement shall be the period commencing from the effective date of this Agreement, as first shown above, and shall automatically renew at the anniversary date of this Agreement for another year, unless terminated by the Parties as provided in Section 13, below.

**SECTION 9.**            **COMPENSATION.**

A. BELL will perform and deliver the Services described in this Agreement, in accordance with the terms and provisions of this Agreement for a monthly amount of Twelve Thousand Four Hundred Fifty Dollars (\$12,450) with a total contract price not to exceed Two Hundred Seventeen Thousand Dollars (\$217,000.00) per year without prior written approval of MAYWOOD.

In addition to paying the cost of Services, MAYWOOD shall also reimburse BELL for the cost of management services currently provided to MAYWOOD under mutual aid in the sum

of Ten Thousand Dollars (\$10,000.00) per month. This payment for management services shall be paid for a period of three (3) months ending on August 14, 2010.

B. Authorized work shall be in strict compliance with the provisions of this Agreement. BELL shall provide all labor, materials and equipment, as necessary to perform the Services under this Agreement without any additional charge or compensation. BELL shall not charge for travel time or break time.

**SECTION 10. BILLING.**

A. Fees for Services shall be billed on a monthly basis and shall be accompanied by an itemized invoice which states the work performed in the previous month.

B. MAYWOOD shall withhold payment for any expenditures not substantiated by BELL's bills, books and records.

C. In the event MAYWOOD has made payment for expenditures that are not allowed, as determined by MAYWOOD's audit, BELL shall reimburse MAYWOOD for the amount of the unallowed expenditures. In the event such unallowed expenditures are equal to or greater than ten percent (10%) of the amount of the disputed invoice, then BELL shall pay for the cost of the audit.

D. MAYWOOD shall make no payment for any extra, further, or additional services not expressly set forth in this Agreement unless such extra service and the price thereof is agreed to in writing and executed by the City Manager of both cities before the time that such extra service is rendered.

**SECTION 11. COMPENSATION WITHHELD.**

A. If MAYWOOD reasonably believes that BELL will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or a meritorious claim exists or will exist against BELL arising out of the negligence of BELL or BELL's breach of any provision of this Agreement, then MAYWOOD may withhold payment of any amount otherwise due and payable to BELL under this Agreement.

B. Any amount so withheld may be retained by MAYWOOD for that period as it may deem advisable to protect MAYWOOD against any loss and may, after written notice to BELL, be applied in satisfaction of any claim described here.

C. This provision is intended solely for the benefit of MAYWOOD and no person shall have any right against the MAYWOOD or claim against MAYWOOD by reason of MAYWOOD's failure or refusal to withhold monies.

D. No interest shall be payable by MAYWOOD on any amounts withheld under this provision.

E. This provision is not intended to limit or in any way prejudice any other right of MAYWOOD.

**SECTION 12. RIGHT TO AUDIT AND INSPECT.**

MAYWOOD shall have the right to audit and inspect all books and records kept by BELL in connection with the Services performed under this Agreement.

**SECTION 13. RIGHT OF TERMINATION.**

A. This Agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.

B. All work shall cease at the conclusion of the notice period and BELL shall be paid for all Services satisfactorily provided prior to termination in accordance with the rates as provided in this Agreement.

**SECTION 14. INDEMNITY.**

BELL hereby agrees to and does indemnify, defend and hold harmless MAYWOOD, and any and all of their respective officers, employees and representatives from any and all claims, liability and expenses, including attorney fees and costs, that arise out of or are related to BELL's negligent performance of this Agreement.

In the event that BELL or any employee, agent, or subcontractor of BELL providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of MAYWOOD, BELL shall indemnify, defend, and hold harmless MAYWOOD for the payment of any employee and/or employer contributions for PERS benefits on behalf of BELL or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of MAYWOOD.

**SECTION 15. BELL'S LIABILITY FOR PUBLIC LIABILITY AND PROPERTY DAMAGE.**

BELL shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by BELL's negligent, reckless or willful misconduct under this Agreement, whether such performance be by itself, or its agents, or whether such damage shall accrue or be discovered before or after termination of this Agreement.

**SECTION 16. LIABILITIES.**

A. BELL shall not assert any claim arising out of any act or omission by any officer, agent, or employee of MAYWOOD in the execution or performance of this Agreement against



consent of MAYWOOD.

B. The consent of MAYWOOD to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, MAYWOOD shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those Services proposed to be assigned.

C. In the event of such assignment, MAYWOOD may condition the same so as to ensure compliance with the provisions of this Agreement.

D. MAYWOOD'S consent to one assignment shall not be deemed to constitute consent to future assignments. BELL acknowledges that MAYWOOD'S written consent must be first obtained prior to each assignment, transfer, conveyance, pledge or other disposition.

**SECTION 21. COMPLIANCE WITH LAWS.**

BELL shall comply with all applicable laws in performing its obligations under this Agreement.

**SECTION 22. INSURANCE.**

A. BELL shall obtain and maintain at its expense, or ensure that the professionals it retains to carry out this Agreement obtain and maintain at their expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to worker's compensation insurance.

B. BELL shall ensure that the professionals it retains obtain and maintain at their expense, during the term of this Agreement, comprehensive general liability insurance with coverage of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (and not "claims made") for bodily injury, personal injury and property damage. BELL shall cause its professionals to name MAYWOOD, its officers, employees, and agents, as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against MAYWOOD.

C. For all vehicles operated by the professionals that BELL retains to provide Services under this Agreement, Business Auto Coverage under standard ISO form including symbol 1 (All Auto) auto coverage with limits of no less than \$1,000,000.00 and scheduled under any umbrella policy.

D. The professionals that BELL retains shall obtain and maintain professional liability (errors and omissions) insurance in an amount of not less than \$300,000.00. This provision shall be applicable to those professionals which provide engineering, design and similar services.

E. BELL shall provide MAYWOOD with written proof of the existence of such

insurance and the commitment of the insurance carrier (either by policy endorsement or similar agreement) to notify MAYWOOD in writing 30 days before any reduction in coverage or the cancellation of such insurance. All insurance coverage required herein shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to MAYWOOD.

**SECTION 23. DISCRIMINATION.**

A. BELL agrees to comply with all local, State and Federal laws relating to equal employment opportunity rights.

B. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:

During the performance of this Agreement, BELL assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

C. State Nondiscrimination Clause:

i. During the performance of this Agreement, BELL and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of the following: race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. BELL, its contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. BELL, its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), 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, BELL, its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

ii. BELL shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**SECTION 24. ENTIRETY OF AGREEMENT.**

This Agreement contains the entire Agreement of MAYWOOD and BELL with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or

to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. This Agreement may only be modified by a writing signed by both Parties.

**SECTION 25.**            **ATTORNEYS FEES.**

In the event that any action or proceeding is instituted for the breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees and all other costs of such action.

**SECTION 26.**            **CONSISTENCY WITH CURRENT LAW.**

A. It is the intent and understanding of the parties to this Agreement that every provision of law required to be inserted in this Agreement is inserted here.

B. If through mistakes or otherwise, any of those provisions are not inserted in correct form, then this Agreement shall upon application of either party, be amended by insertion so as to comply strictly with the law and without prejudice to the rights of either party.

C. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making of this Agreement, those provisions shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting those provisions.

**SECTION 27.**            **VENUE.**

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

**SECTION 28.**            **INTERNAL INCONSISTENCIES.**

If this Agreement contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, BELL shall request a clarification of those items by writing to the City Manager whose decision shall be binding upon the parties.

**SECTION 29.**            **CAPTIONS AND HEADNOTES.**

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

**SECTION 30.**            **AUTHORITY TO ENTER AGREEMENT.**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

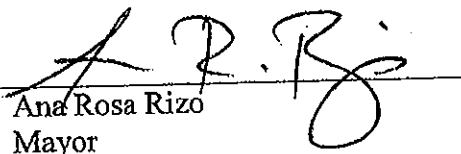
**SECTION 31.**

**AMENDMENT; MODIFICATION.**

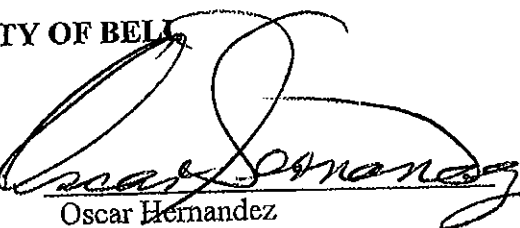
No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

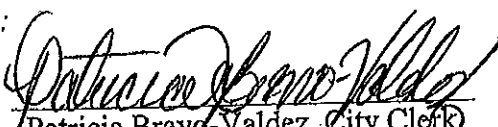
IN WITNESS WHEREOF, the Parties have caused this Agreement for Joint Municipal Services to be executed as of the date first written above.

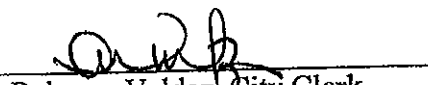
**CITY OF MAYWOOD**

By:   
Ana Rosa Rizo  
Mayor

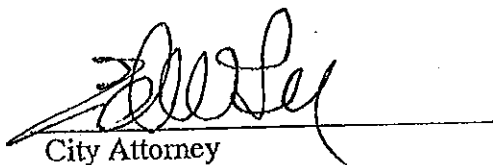
**CITY OF BELL**

By:   
Oscar Hernandez  
Mayor

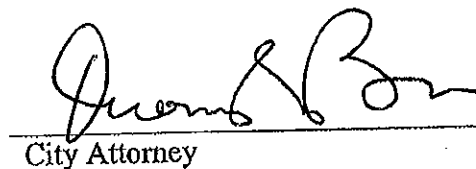
Attest:   
Patricia Bravo-Valdez, City Clerk

Attest:   
Rebecca Valdez, City Clerk

*Approved as to Form:*

  
City Attorney

*Approved as to Form:*

  
City Attorney

## ATTACHMENT "A"

### Scope of Services

#### 1. Administrative Services

- Implementation of the City's building data records system.
- Develop forms for permits and record keeping.
- Establish policies and procedures.
- Attend meetings of the City Council as required.
- Be responsible for the level of public relations.
- Make final technical decisions on legal actions.
- Make final decisions on code interpretations.
- Develop formats for correspondence.
- Compile and submit annual reports.
- Review effectiveness of field inspection.
- Current hours of department operations will be maintained.
- Perform counter technician-type assignments (i.e. issue permits, accept plan checks, answer questions from the public, and collect appropriate fees).
- Prepare draft ordinances as requested by the city.

#### 2. Building and Safety Services

- Provide initial plan check of submitted plans to determine compliance with City adopted Model Codes, regulations and procedures, Uniform Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Uniform Fire Code, California State Building Code, Title 24 (Energy Conservation and Handicapped Access Regulations), Sound Transmission Control, and locally adopted amendments thereof.
- Analyze structural engineering computations ensuring compliance with the jurisdiction's structural provisions.
- Maintain a timely turnaround for all building plan check projects as follows:
  - Over-the-counter review for residential remodeling and additions under 600 square feet.
  - Five (5) working days for residential remodeling and additions over 600 square feet.
  - Ten (10) working days for Single Family Residential projects.
  - Ten (10) working days for Commercial Tenant Improvements.
  - Twenty (20) working days for new Commercial/Industrial Construction.
  - Fourteen (14) working days for Multi Residential and Light Commercial projects.
  - Fourteen (14) working days for other complex Non-Residential projects.
  - Seven (7) working days for resubmitted Residential projects.
  - Seven (7) working days for resubmitted Non-Residential projects.
- Other requested timetables available to fit individual circumstances.

- Coordinate the review of plans with Fire, Sanitation, Health and other agencies when applicable.
- Systematically log all plans with a computerized plan check tracking system.
- Plan Examiners and Engineers shall be readily available to the applicant and maintain an open line of communication to ensure compliance with local regulations and policy interpretation.
- Provide the applicant and the City, a complete correction list to achieve compliance of adopted codes and regulations.
- Plan Examiners and Engineers shall be available to meet with City staff and general public in the City offices as needed.
- Accommodate plan check projects requiring professional engineering disciplines.
- Our professionally licensed staff of Engineers provides a comprehensive list of service capabilities.
- Our expert staff is specialized in jurisdictional regulations, procedures and code interpretation.
- Plan Checkers are trained and experienced in preliminary and phased design from both sides of the counter. All principal Plans Examiners have model code and State credentials.
- Preliminary plan review consultations with applicant in City's offices.
- Fast track plan check available to the City on projects requiring a more expeditious turnaround time than previously specified.
- Pick up and delivery of plans available by U.P.S. or Express Mail.
- Perform routine construction inspections based upon the level of activity, within 24 hours of request.
- Available during established office hours for phone inquiries and over-the-counter plan checking.
- Provide comprehensive building inspection services during the course of construction to enforce compliance with conditions of approval, provisions of the building codes, City ordinances and policies, Federal and State regulations, including but not limited to Building, Mechanical, Electrical, Plumbing, Zoning, and other Codes and all other rules and regulations under which the permit is issued. Inspection services will include the inspection of substandard properties when requested.
- Provide prompt inspections for each project during and at the completion of the various stages of construction to determine compliance with appropriate codes and requirements. Inspections shall be provided on a next day basis where the inspection request is before 3:00 p.m. of the previous day.
- Meet citizens, builders, developers and others to provide assistance and advice.
- Provide inspection reports and record keeping.
- Performs counter technician type of assignments (i.e. issue permits, accept plan submittal, respond to public inquiries, collect permit fees) when needed.
- Issue and process building permit applications.
- Provide technical assistance to clients regarding building code requirements.
- Review compliance for complete building plan check submittals.
- Maintains accurate routine record keeping and reporting system related to building permits.
- Schedule and organize request for building inspections.

- Assist in answering the phone.
- Assist and respond to clients with building inquiries and concerns.

### 3. Engineering Services

#### A. **City Retainer Services**

##### **City Engineer**

- Attend meetings as required, by the City of Maywood.
- Analyze City's needs, and prepare and administer long and short range programs with the economic capabilities of the cities.
- Review and comment on Planning programs and land development projects.
- Provide general Engineering consultations.
- Recommend regulations and ordinances pertaining to Engineering matters.
- Provide technical advice for City's personnel assigned to Public Works.
- Make recommendations pertaining to land development project control.
- Establish working relationships and coordination with all other public agencies.

##### **Traffic Engineer or Principal Engineer**

- Advise and assist City departments and provide interface with regional and State transportation agencies.
- Assess the potential traffic impact of proposed development and redevelopment projects.
- Assist in the establishment and modification of the City traffic ordinance and development fees and assessment fees for capital improvements and maintenance.
- Prepare Grant applications for funding from Federal, State and regional agencies for traffic safety studies and improvements...
- Identify, review and develop recommendations for corrective measures.
- Provide technical advice for City staff in connection with signal facilities.

##### **Water Engineer**

- Attend meeting regarding the City's water system.
- Review water policy issues for the City.
- Assess the potential impact of proposed developments, and/or redevelopment projects on the City's water infrastructure
- Prepare water studies and Water Meter Plan.
- Provide technical advice to City staff in connection with the maintenance of City rights-of-way and other municipal structures and the water infrastructure.
- Coordinate all construction meetings and prepare City correspondence with the City's three independent mutual water companies.

#### B. **Public Works Permits and Inspections**

- Receive and process Public Works permit applications.

- Provide construction inspection within the public right-of-way, upon request.

### **C. Development Control and Review**

- Review proposed tentative tract, parcel maps and site plans.
- Perform statutory functions of City Engineering pertaining to review, checking and approval of land divisions.
- Check all improvement plans.
- Establish performance and labor material bond amounts, when required.
- Provide field inspection during construction, when required.
- Provide such necessary and related functions as are normal practice of City in the City engineering review of private developments.

### **D. Engineering Consultant Services for Capital Improvement Projects**

- Provide estimates for engineering and construction costs.
- Prepare engineering plans and specifications.
- Perform architect's and engineer's land surveys.
- Recommend contractors and monitor construction.
  - Prepare bids and supervise bid procedures.
  - Conduct preconstruction conferences.
  - Prepare and administer construction contracts.
  - Conduct on-site inspections.
- Maintain project records of specifications and addenda.
- Resolve disputes over contracts.
- Prepare progress and final payment reports to the City.

### **E. CDC (Redevelopment Agency) Engineer**

- Attend the meetings of the Maywood CDC and meetings with the City staff public officials community leaders, private utility representatives, developers, contractors and the general public.
- Review and comments on redevelopment programs and projects.
- Provide general engineering consultation in connection with the business of the CDC.
- Upon specific and separate authorization, prepare studies and plans and specifications for Agency programs and projects.

### **F. Redevelopment Agency Engineer**

- When directed, Engineer shall attend the meetings of the Agency.
- When directed, review and comment on planning programs and land development projects.
- Provide general engineering consultation.
- Upon specific and separate authorization, prepare studies and plans and specifications for agency projects.

4. Street and City Facilities Maintenance and Repair

- Public Buildings Maintenance.
- Trimming of Small Trees.
- Replacement and maintenance of traffic signs.
- Repairing City of Maywood streets, as required.
- Repairing sidewalks, curb and gutter, and other concrete structures as required.
- General street cleaning and removal of bulky items, as required.
- Construction of street improvements, as required.
- Miscellaneous Public Works related activities, as required.
- Miscellaneous landscape and irrigation improvements, as required.
- Emergency service 24 hours per day, 7 days per week, as directed by CITY and the City of Maywood, for traffic accidents, waste spill response, sewage stoppage, fallen trees, street light poles down, traffic signs down, earthquake and other acts of God emergencies as required.

## COMPENSATION

### SCHEDULE OF FEES – A

#### 1. **Building Plan Review**

1. As compensation for completion of initial plan review, the City of Bell shall provide, the following fee pertaining to the specific project reviewed for compliance:

A fee of **Sixty five percent (65%)** of the Plan Check Fee collected by the City of Maywood.

2. No other fee shall be charged for re-submittal of plans that required corrections or minor revisions, prior to permit issuance. An additional fee shall be charged for major structural revisions or change orders made after permit issuance. Therefore, the City of Bell shall notify the City of Maywood in writing of the necessity to charge an additional fee to offset cost of additional plan check review.
3. **"Fast Track Plan Check"** fees shall be billed at **fifty percent (50%)** over and above the regular plan review fees collected by the City. Turnaround time shall be within five (5) working days from the date of receipt by the City of Bell.
4. **"Supplemental Information"**. The fees for the review of supplemental plan or information not covered under any of the fee schedules shall be based on **\$75.00 per hour**.

**The following fees will be invoiced, if fees are collected separately by the City:**

5. **"Energy Plan Check"** fees, if collected separately by the City, will be based on **sixty five percent (65%)** of the energy fee or a minimum of **\$75.00** for residential buildings and **\$150.00** for non-residential buildings.
  6. **"Handicapped Plan Review"** fees, if collected separately by the City, shall be based on **sixty five percent (65%)** of the Handicapped Plan Review fee, or a minimum of **\$75.00 per hour** with the maximum of three (3) hours and a minimum of one (1) hour.
2. **Provide Building Inspection and Permit/Counter Technician services on an as-needed basis as requested by the Chief Administrative Officer or the Director of Building and Planning.**

## COMPENSATION

### SCHEDULE OF FEES - B

#### A. CITY RETAINER SERVICES

1. **City Engineer**  
@ \$1,350.00/Month

For all regular city engineering services not involving special funds and engineering for capital improvement projects, we propose the compensation to be a retainer fee of \$1,350.00 per month. Retainer work will include meetings with the City Council, Community Development Commission (CDC), Planning Commission, City Staff, Public Officials, Community Leaders, Developers, Utility Companies, Caltrans, and Los Angeles County Department of Public Works. For those services requiring special studies and/or reports of above average complexity, such as Master Plans, street vacations, grant applications, and storm drain transfers as separately authorized by the City, the compensation is proposed to be on a time-and-materials basis in accordance with the effective Schedule of Hourly Rates.

2. **Traffic Engineer**  
@\$800.00/Month (\*Note: City shall only be charged for each month services are requested)

For all regular traffic engineering services including performing review of the standard municipal traffic problems and making recommendations of further action which do not require a study, design, or report, we propose the compensation to be retainer fee of \$800.00 each month the City needs such services. For those services requiring special studies and/or reports of above average complexity, grant applications, and development impacts, as separately authorized by the City, the compensation is proposed to be on a time-and-materials basis in accordance with the effective Schedule of Hourly Rates.

3. **Water Engineer**  
@ \$800.00/Month (\*Note: City shall only be charged for each month services are requested)

For all regular water engineering services not involving special studies and engineering for capital improvement projects, we propose the compensation to be retainer fee of \$800.00 each month the City needs such services. For those services requiring special studies and reports of above average complexity, as separately authorized by the City, the compensation is proposed to be on a time-and-materials basis in accordance with the effective Schedule of Hourly Rates.

4. **CDC (Redevelopment Agency) Engineer**  
@ \$500.00/Month

For all regular redevelopment agency engineering services not involving special studies and engineering for capital improvement projects, we propose the compensation to be retainer fee of \$500.00 each month the City per month. For those services requiring special studies and reports of above average complexity, as separately authorized by the City, the compensation is proposed to be on a time-and-materials basis in accordance with the effective Schedule of Hourly Rates.

5. **Street and City Facilities Maintenance and Repair**

For all labor for regular maintenance and repair services provided pursuant to the Scope of Services for such work, Maywood shall pay the sum of \$9,000 per month, plus reimburse Bell for the actual costs of materials associated with such work without any surcharge or administrative overhead on costs.

**B. HOURLY SERVICES**

1. **Public Works Permit and Inspection**  
Services will be billed in accordance with the effective Schedule of Hourly Rates.
2. **Development Review and Control**  
Services will be billed in accordance with the effective Schedule of Hourly Rates.
3. **Public Works Projects**  
Services will be billed in accordance with the effective Schedule of Hourly Rates.
4. **Building and Safety**
  - a. **Building and Plan Check**  
Plan Check compensation will be at 65% of the current City fees collected. Plan Review after the third check, other as-needed work or no-fee projects will be billed at our effective Schedule of Hourly Rates.
  - b. **Building Inspection and Permit Technician Services**  
Services will be billed in accordance with the effective Schedule of Hourly Rates.

**C. OTHER**

Additional services would be performed on a time-and-materials basis in accordance with the effective Schedule of Hourly Rates, within a mutually established budgeted amount or on a negotiated lump-sum amount as mutually agreed.

## SCHEDULE OF HOURLY RATES

### Available Staff

1. The City of Bell can provide, on an as-needed basis, the following personnel to accommodate the needs of the City of Maywood with the following hourly rates:

#### 1.1 Building and Safety Services

<u>Position</u>	<u>Hourly Rate</u>
Building Official	\$115.00/hour
Plan Check Engineer	\$95.00/hour
Senior Building Inspector	\$75.00/hour
Building Inspector	\$65.00/hour
Building Permit Technician	\$50.00/hour

#### 1.2 Engineering Services

<u>Position</u>	<u>Hourly Rate</u>
Principal-in-Charge/City Engineer	\$115.00/hour
Registered Engineer	\$115.00/hour
Licensed Surveyor	\$105.00/hour
Senior Designer	\$75.00/hour
Traffic Engineer	\$85.00/hour
Project Coordinator	\$75.00/hour
Technician/CAD Operator	\$55.00/hour

<u>Position</u>	<u>Hourly Rate</u>
Draftsperson	\$55.00/hour
Sr. Inspector	\$65.00/hour
Survey Crew (1 Man) w/ equip	\$130.00/hour
Survey Crew (2 Man) w// equip	\$160.00/hour
Survey Crew (3 Man) w/ equip	\$220.00/hour
Secretary	\$38.00/hour
Delivery	\$30.00/hour

#### 1.3 Planning Services

Senior Planner	\$90.00/hour
Associate Planner	\$65.00/Hour

These rates are good for one year, and renegotiated annually along with the City's fiscal year.

**FIRST AMENDMENT TO AGREEMENT FOR  
JOINT MUNICIPAL SERVICES CONTRACT**

This FIRST AMENDMENT ("Amendment") is made this 21st day of June, 2010 by and between the CITY OF MAYWOOD ("City"), a California municipal corporation, and the CITY OF BELL, a California municipal corporation in order to modify, in writing, the terms and conditions of that Agreement for Joint Municipal Services Agreement, dated June 3, 2010, by and between the Parties (the "Agreement").

NOW THEREFORE, IT IS HEREBY AGREED as follows:

1. Scope of Services. Section 4, The Scope of Services, of the Agreement is hereby amended to provide in Attachment "A" of the Agreement, the following services, including but not limited to:

**General Administration:** The general operations of all municipal services to the City and the implementation of City Council policies. Includes but is not limited to:

Human Resources - all supervision and personnel functions.

Finance - administration of the fiscal budget and supervision of contract services, overall administration of financial operations, general accounting, grants administration.

Records Management -- maintenance of all official records and documents; preparation of agenda packets; certification of city documents

Parks and Recreation -- operations and administration of the city's recreational facilities and programs to provide senior, family and youth services.

Public Safety -- administration of complimentary services for public safety including graffiti removal, code enforcement, and parking enforcement.

2. Compensation. Section 9 of the Agreement is hereby amended to read and provide as follows:

A. BELL will perform and deliver all general administrative services, as described above, and all engineering and street maintenance and repair services as provided in the Agreement for a total monthly fee of Fifty Thousand Eight Hundred Thirty-three and 33/100ths (\$50,833.33).

Services for engineering and street maintenance and repair as described in Attachment A to the Agreement shall not exceed a total cost of Two Hundred Seventeen Thousand Dollars (\$217,000.00) per year without prior written approval of the City Manager of Maywood.

B. Authorized work shall be in strict compliance with the provisions of the Agreement and this Amendment. BELL shall provide all labor and equipment, as necessary to perform the Services under this Agreement without any additional charge or compensation. MAYWOOD shall provide all materials and supplies which shall be purchased through its purchasing rules and regulations. BELL shall not charge for travel time or break time.

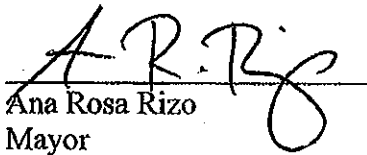
3. Quarterly Review. The Parties hereto agree to meet on a quarterly basis after the effective date of this Amendment to evaluate the performance of services and the costs related thereto. The Parties may mutually revise the terms of compensation based upon this evaluation.

4. Continuing Effect of Agreement. All terms and conditions of the Agreement shall remain in full force and effect except as expressly changed by this Amendment.

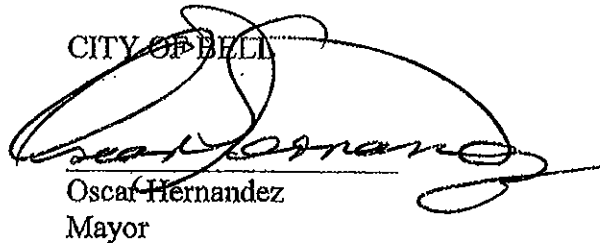
5. Effective Date. The terms and conditions of this Amendment shall be effective as of July 1, 2010.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the \_\_ day of June, 2010.

CITY OF MAYWOOD

  
\_\_\_\_\_  
Ana Rosa Rizo  
Mayor

CITY OF BELL

  
\_\_\_\_\_  
Oscar Hernandez  
Mayor

Attest:

  
\_\_\_\_\_  
Patricia Brown Kelly  
City Clerk

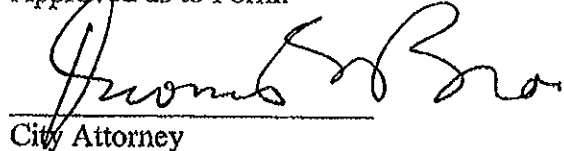
Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

# City of Bell

## Agenda Report

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DATE: September 3, 2010

TO: Mayor and Members of the City Council

FROM: James M. Casso, Interim City Attorney

SUBJECT: Consider Resolution 2010-29 Authorizing Issuance of Legislative Subpoenas In the Matter of the Investigation of Possibly Unlawful and Wasteful Activities By Robert Rizzo and Others Related to the City of Bell

### DISCUSSION

The City may bring legal claims or actions against former Chief Administrative Officer Robert Rizzo based on the theory, among others, that Rizzo's salary and benefits were gained through illegal means.

Accordingly, the City is undergoing a review of documents and evidence to assist in the legal analysis of these potential claims. It is apparent that Rizzo used a personal e-mail account under the domain name "rarizzoinc.com" to correspond with other officials, officers, and/or employees of the City as well as third parties about matters relating to the City's official business.

The City may issue a legislative subpoena for the business records. The City has the authority to issue legislative subpoenas under Section 509 of the City Charter and pursuant to California Government Code section 37104. Legislative subpoenas are signed by the Mayor and attested by the City Clerk, and are served in the same manner as civil subpoenas. If the subpoenaed party does not comply with the subpoena, Government Code section 37106 provides the remedy, which is for the Mayor to report the noncompliance to the Los Angeles County Superior Court. At that point the Court can issue an Order to Show Cause to the non-responding parties to explain the reasons for noncompliance to the Court.

This Resolution authorizes issuance and service of legislative subpoenas to Robert Rizzo and the custodian of records of bluehost.com and fastdomain.com, the domain hosting companies, and directs each custodian to appear at a specified City Council meeting with the records unless arrangements for production of the records is made with the City Clerk or other designated employees prior to that time.

If Robert Rizzo, bluehost.com, and/or fastdomain.com fail to comply with the subpoena, Resolution 2010-29 further authorizes and directs the Mayor to submit a report to the Los Angeles Superior Court regarding the noncompliance and requesting issuance of the Order to Show Cause.

FISCAL IMPACT:

Review of violations of state and other applicable laws and misuse of public funds.

RECOMMENDATION

The Interim City Attorney recommends that:

1. The title of the Resolution No. 2010-29 be read;
2. The City Council waive further reading of Resolution No. 2010-29; and
3. The City Council adopt Resolution No. 2010-29, authorizing and directing the issuance of legislative subpoenas in the matter of the investigation of possibly unlawful and wasteful activities by Robert Rizzo and others related to the City of Bell.

1507791.2

**RESOLUTION NO. 2010-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL AUTHORIZING AND DIRECTING THE ISSUANCE OF LEGISLATIVE SUBPOENAS FOR INSPECTION OF BUSINESS RECORDS OF ROBERT RIZZO, BLUEHOST.COM, AND FASTDOMAIN.COM IN THE MATTER OF THE INVESTIGATION OF POSSIBLY UNLAWFUL AND WASTEFUL ACTIVITIES BY ROBERT RIZZO AND OTHERS RELATED TO THE CITY OF BELL**

WHEREAS, Government Code Section 1090 provides:

“Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members”; and

WHEREAS, on August 5, 2010, Interim City Attorney James M. Casso initiated a review of potential Government Code Section 1090 violations and violations of other laws by former Chief Administrative Officer Robert Rizzo; and

WHEREAS, Robert Rizzo utilizes the domain name “rarizzoinc.com” through the domain hosting services “bluehost.com” and/or “fastdomain.com”; and

WHEREAS, Robert Rizzo conducted official public business through said website domain and domain hosting service(s); and

WHEREAS, on November 29, 2005, an election was duly and regularly called and at said election, a majority of qualified voters voted in favor of adopting a City Charter; and

WHEREAS, on December 5, 2005, the City Council of the City of Bell adopted the Charter; and

WHEREAS, section 509 of the Charter provides:

“Each member of the City Council shall have the power to administer oaths and affirmations in any investigation or proceedings pending before the City Council. The City Council shall have the power and authority to compel the attendance of witnesses, to examine them under oath and to compel the production of evidence before it. Subpoenas shall be issued in the name of the City and be attested by the City Clerk. Disobedience of such subpoenas, or the refusal to testify (upon other than constitutional grounds), shall constitute a misdemeanor, and shall be punishable in the same manner as violations of this Charter are punishable”; and

WHEREAS, California Government Code section 37104 authorizes a City Council to issue a legislative subpoena “requiring attendance of witnesses or production of books or other documents for evidence or testimony in any action or proceeding pending before it”; and

WHEREAS, case law interpreting section 37104 confirms that matters relating to the investigation and enforcement of section 1090, other violations of state law, and misuse of public funds are proper legislative concerns, thereby proving that the legislative subpoenas are appropriate vehicles for investigative purposes; and

WHEREAS, a legislative subpoena pursuant to Government Code section 37104 may be authorized by a resolution of the City Council, and issued by the Mayor; and

WHEREAS, if the subpoenaed party does not comply once served, Government Code section 37106 authorizes the Mayor to submit a report to the Superior Court reporting the noncompliance and failure to appear.

NOW, THEREFORE, the City Council of the City of Bell does resolve as follows:

1. The above-recitals are true and correct and are hereby adopted as findings of the City Council of the City of Bell; and
2. The Mayor is authorized and directed to issue the legislative subpoenas attached hereto as Exhibits A, B, and C, directed to Robert Rizzo and the Custodian of Records of bluehost.com and fastdomain.com respectively, and commanding appearance before the City Council at a specified City Council meeting; and
3. City staff is directed to have both legislative subpoenas served immediately in accordance with all legal requirements for service of subpoenas; and
4. If Mr. Rizzo or either custodian of records fails to comply with the legislative subpoena authorized by this Resolution, the Mayor is authorized and directed to submit a report of noncompliance to the Los Angeles County Superior Court.

PASSED, APPROVED AND ADOPTED this 3rd day of September, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Oscar Hernandez  
Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Valdez, CMC  
City Clerk  
1507789.1



Lee," "Jim Priest," "Best Best & Krieger," "Best Best," "BB&K," "BBK," "Oliver Vose," "Ken Meyer," "Marty Mayer," "Martin Mayer," "Martin J. Mayer," "Marty," "Jones & Mayer," "Greg Palmer," "Workers Comp," "Workers' Compensation," "Retirement," "Retirement Benefits," "Supplemental Retirement," "Wells Fargo," "CalPERS," "Police Officers' Association," "POA," "Police Chief."

4. For purposes of this Subpoena, the following definitions apply:

(a) "Documents" means all writings, as that term is defined in California Evidence Code section 250, including, but not limited to, all graphic magnetic, electronic, computerized or otherwise recorded matter, however produced or reproduced and whether or not now in existence, pertaining in any manner to the subject matter indicated, and includes, but not limited to, all originals, copies, non-identical copies (or copies different from the originals due to notes made on such copies or because of indications that such copies were sent to different individuals that the original is different for any other reason) and drafts of all (1) correspondence including e-mail, letters, telegrams, teletype messages, and cables; (2) statements, reports, notes, memoranda and forms; (3) diaries, calendars, appointment books, corporate minutes, telephone slips; (4) records, transcripts, computer printouts, recordings and memoranda of events, meetings, conferences or telephone conversations; and (5) ledgers, books of account, invoices, bills, expense account reports, vouchers and statements.

(b) "Computer Files" means all electronic files, including but not limited to all electronic mail messages and attachments. Computer Files, if any, shall be produced in electronic form, together with instructions and all materials necessary to use or interpret the data, including computer files from the domain "rarizzoinc" on the domain hosting service "bluehost.com" and/or fastdomain.com. Electronic mail messages should also be provided, even if only available on backup or archive tapes or disks.

**CITY OF BELL**

Dated: September \_\_\_\_, 2010

\_\_\_\_\_  
Oscar Hernandez  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rebecca Valdez, CMC  
City Clerk

\_\_\_\_\_  
James M. Casso  
Interim City Attorney

Lee," "Jim Priest," "Best Best & Krieger," "Best Best," "BBK," "Oliver Vose," "Ken Meyer," "Marty Mayer," "Martin Mayer," "Martin J. Mayer," "Marty," "Jones & Mayer," "Greg Palmer," "Workers Comp," "Workers' Compensation," "Retirement," "Retirement Benefits," "Supplemental Retirement," "Wells Fargo," "CalPERS," "Police Officers' Association," "POA," "Police Chief."

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**CITY OF BELL**

Dated: September \_\_\_\_, 2010

\_\_\_\_\_  
Oscar Hernandez  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rebecca Valdez, CMC  
City Clerk

\_\_\_\_\_  
James M. Casso  
Interim City Attorney

**EXHIBIT B**



Property Authority," "Solid Waste Recycling Authority" "Thomas Brown," "Tom Brown," "Brown White & Newhouse," "Loan Agreement(s)," "Administrative Agreement(s)," "Cash Advance(s)," "Ed Lee," "Jim Priest," "Best Best & Krieger," "Best Best," "BBK," "Oliver Vose," "Ken Meyer," "Marty Mayer," "Martin Mayer," "Martin J. Mayer," "Marty," "Jones & Mayer," "Greg Palmer," "Workers Comp," "Workers' Compensation," "Retirement," "Retirement Benefits," "Supplemental Retirement," "Wells Fargo," "CalPERS," "Police Officers' Association," "POA," "Police Chief."

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**CITY OF BELL**

Dated: September \_\_\_\_, 2010

\_\_\_\_\_  
Oscar Hernandez  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rebecca Valdez, CMC  
City Clerk  
1507804.3

\_\_\_\_\_  
James M. Casso  
Interim City Attorney

**EXHIBIT C**