



# **City Council Agenda**

**Regular Meeting**

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

**Wednesday, March 7, 2012**

**5:30 PM Closed Session**

**7:00 PM Open Session**

Bell Community Center  
6250 Pine Avenue

**Ali Saleh**  
**Mayor**

**Danny Harber**  
**Vice Mayor**

**Violeta Alvarez**  
**Council Member**

**Ana Maria Quintana**  
**Council Member**

**Nestor E. Valencia**  
**Council Member**

# Welcome to the City Council Meeting

The Bell City Council and staff welcome you. This is your City Government. Individual participation is a basic part of American Democracy and all Bell residents are encouraged to attend meetings of the City Council. Regular City Council meetings are held the first and third Wednesday of the month at 7:00 p.m., Bell 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.

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

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

**Meeting of  
Bell City Council/Bell Community Housing Authority/Successor Agency to the Bell  
Community Redevelopment Agency**

**March 7, 2012**

**6:00 P.M. Closed Session  
7:00 P.M. Open Session**

**Bell Community Center  
6250 Pine Avenue**

**Call to Order**

**Roll Call of the City Council in their capacities as Councilmembers/ Members of the Bell Community Housing Authority/ and, Successor Agency to the Bell Community Redevelopment Agency: Alvarez, Quintana, Valencia, Harber, and Saleh**

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

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

**Closed Session**

1. The City Council and the related Authorities and Agencies will recess to a closed session to confer with legal counsel regarding the following matters:
  - a.) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)
  - b.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280
  - c.) CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of Case: *Dexia Credit Local v. City of Bell, Bell Public Financing Authority*
  - e.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Richard Fisher Associates v. Bell*, LASC BC 466983.
  - f.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*, LASC BC466436

- g.) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant exposure to litigation (Government Code Section 54956.9(b)) (three (3) potential cases)

### **Reconvene Regular Meeting**

#### **Pledge of Allegiance**

#### **City Attorney Report**

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

### **Presentation by interim City Manager on the Organization of the City of Bell**

#### **Communications from the Public on Agenda Items Only**

This is the time for members of the public to address the City Council, Bell Community Housing Authority, and the Successor Agency to the Community Redevelopment Agency, on items that are listed on the open session agenda.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council and/or its related authorities and agencies at the next meeting.

Persons wishing to address the Council and/or its related authorities and agencies during "Communications from the Public" must submit a request on the "blue form" provided by the City Clerk; these requests may be submitted at any time before the beginning of Communications from the Public; provided, however, that requests must be submitted prior to the beginning of the first speaker's remarks.

#### **Consent Calendar**

The following Consent Calendar items are expected to be routine and non-controversial. They are acted upon by the City Council and related authorities at one time without discussion. Pursuant to the Ralph M. Brown Act public comments may be received on these items prior to the time action is taken.

#### ***Recommendation: Approve items No. 2 through No. 6***

2. Approval of Minutes of the Regular Meeting of the City Council on February 15, 2012, and Minutes of the Special Meeting of the City Council on February 22, 2012 ***(Council/Successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority/Bell Surplus Property Authority)***

3. Approval of General Warrants and Community Housing Authority Warrants dated March 7, 2012. **(Council/Community Housing Authority)**
4. Agreement with Arbitros Unidos de Los Angeles for the provision of referees for the City of Bell youth soccer program. **(Council)**

**Recommendation: Approve an Agreement with Arbitros Unidos de Los Angeles for the provision of referees for the youth soccer program in an amount not to exceed \$25,000.**

5. Memorandum of Agreement for the Los Angeles Regional Integrated Law and Justice Project (COPLINK) **(Council)**

**Recommendation: Approve a Memorandum of Agreement with the Regional Terrorism Information Integration System participating agencies for the continued participation of the City of Bell in the Los Angeles Regional Integrated Law and Justice Project and authorize the City Administrative Officer to execute the appropriate documents.**

6. Florence Village After-hours Caretaker Agreement with Martha Fonseca

**Recommendation: Approve an agreement with Martha Fonseca for After-hours Caretaker Services at Florence Village Mobile Home Park**

#### **Council/Community Housing Authority**

The following items have no legal publication requirements. Pursuant to the Ralph M. Brown Act, public comments may be received on these items prior to the time action is taken by the City Council or related Agencies.

7. Solid Waste and Recycling Request for Proposals and Franchise Agreement **(Council)**

**Recommendations:**

- (a.) **Approve the Request for Proposals (RFP) and included Franchise Agreement and authorize immediate publication.**
- (b.) **Approve an amendment to the current franchise agreement with Consolidated Disposal for a short term extension in the event the July 1, 2012 scheduled startup date of the new franchise cannot be met.**

8. Purchase and installation of LED lighting at various locations throughout the City **(Council)**

**Recommendation:**

- (a.) **Approve an appropriations adjustment allocating \$148,800 from the Energy Efficiency and Conservation Block Grant**

(b.) Authorize payment to Republic ITS for purchase and installation of LED lighting in various locations throughout the City.

9. Bell Community Housing Authority Policies and Guidelines (*Bell Community Housing Authority*)

**Recommendation: Adopt Resolution No. 2012-29 establishing the Bell Community Housing Authority Policies and Guidelines for Enforcement of Rent Payment and/or Eviction. (*Bell Community Housing Authority*)**

**RESOLUTION NO. 2012-29 - A Resolution of the Bell Community Housing Authority Approving the Policies and Guidelines for Enforcement of Rent Payment and/or Eviction**

10. Review of New City of Bell Logo (*Council*)

**Recommendation: That the City Council:**

- (a.) Direct staff to add color options to the proposed four concepts; and
- (b.) Display the colorized versions on the City of Bell website to solicit public opinion via Survey Monkey, an online survey method, for a one-week period prior to the upcoming March 21, 2012 Council Meeting, at which time the Council would select a new logo design.

11. Addendum No. 2 to City of Bell and Oldtimers Foundation Agreement for Paratransit Services for Bell Residents (*Council*)

**Recommendation: Approve the attached Addendum No. 2 to the City of Bell and Oldtimers Foundations' Agreement that authorizes the provision of Paratransit Services for the period beginning on July 1, 2010 through to such time the City completes the bid process for continuation of services and the chosen provider begins service.**

12. Consideration of actions relating to appointments to the Oversight Board to the Successor Agency to the former Bell Community Redevelopment Agency (*Successor Agency*)

**Recommendation: That the City Council, acting as Successor Agency, that the following actions:**

- (a.) Provide nominations for the Mayor to appoint as members to the Oversight Board representing the City
- (b.) Authorize the Mayor to provide the nominations to the Los Angeles County Board of Supervisors office for appointments to the Oversight Board
- (c.) Direct staff to reach out to Supervisor Molina and other Oversight Board members to begin a dialog concerning the dissolution process of the former Bell Community Redevelopment Agency

- (d.) **Direct staff to set a date and time for the first Oversight Board meeting**
13. Consideration of establishing a Local Advisory Committee for the I-710 Freeway Corridor Project (**Council**)

**Recommendation: The City Council approve the following items:**

- (a) **Establish a 5-member Local Advisory Committee.**
  - (b) **Appoint five community members where two members are from the Bell business community and 3 members are Bell residents.**
  - (c) **Direct staff to proceed with advertising the call for committee members in local newspaper, the city's website, Chamber of Commerce, and direct mailings to the interest list.**
  - (d) **Establish a deadline for application on March 23, 2012.**
  - (e) **Request the Gateway Cities Council of Government to supply staff support for the Bell Local Advisory Committee.**
14. Support for Los Angeles Unified School District Adult and Career Education Funding (**Council**)

**RESOLUTION NO. 2012-30 - A Resolution of the City Council of the City of Bell, California Urging the Los Angeles Unified School District to Reconfirm its Commitment to Adult and Career Education, and to Commit to Preserve Funding for the Division of Adult and Career Education at the 2011-2012 funding Level.**

#### **Communications from the Public on Non-Agenda Matters**

This is the time members of the public may address the City Council, Bell Community Housing Authority, and the Successor Agency to the Bell Community Redevelopment Agency, on non-agenda items that are under the subject matter jurisdiction of City Council and/or its related authorities and agencies.

State law prohibits the Council and/or its related authorities and agencies from taking any action on a matter not on this Agenda. Any matter may be referred to the Interim Chief Administrative Officer to submit a report to the Council at the next meeting.

Each person who addresses the Council must do so in an orderly manner and must not make personal, impertinent, slanderous or profane remarks to any member of the council, staff or general public. Any person who makes such remarks, or utters loud, threatening, personal or abusive language or who engages in any other disorderly conduct that disrupts, disturbs or otherwise impedes the orderly conduct of the Council meeting will, at the discretion of the presiding officer or a majority of the Council, be barred from further audience before the Council during that meeting.

#### **Mayor and City Council Communications**

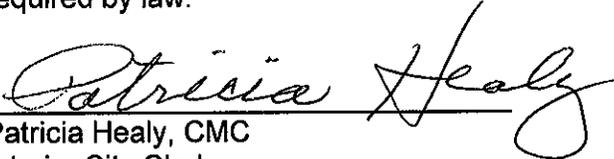
Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by Mayor and City Councilmembers.

Regular Meeting of Bell City Council,  
Successor Agency to the Bell Community Redevelopment Agency and  
Bell Community Housing Authority  
March 7, 2012

**Adjournment**

**Next Regular Meeting, Wednesday, March 21, 2012.**

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that a true, accurate copy of the foregoing agenda was posted on March 2, 2012, seventy-two hours prior to the meeting as required by law.

  
Patricia Healy, CMC  
Interim City Clerk

## MINUTES

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

February 15, 2012

6:00 P.M. Closed Session  
7:00 P.M. Open Session

Bell Community Center  
6250 Pine Avenue

Meeting was called to order by Mayor Saleh at 6:05 P.m.

Roll Call of the City Council in their capacities as Councilmembers/Members of the Successor Agency to the Bell Community Redevelopment Agency. And, Bell Community Housing Authority:

**Present:** Councilmember Alvarez, Councilmember Quintana, Councilmember Valencia, Vice Mayor Harber, and Mayor Saleh (5)

**Absent:** None (0)

**Also Present:** Interim Chief Administrative Officer Croce, City Attorney Aleshire, and Interim City Clerk Healy

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

None

#### Closed Session

1. The City Council and the related Authorities and Agencies recessed to a closed session at 6:07 P.M. with all members present to confer with legal counsel regarding the following matters:
  - a.) CONFERENCE WITH LABOR NEGOTIATOR pursuant to Government Code Section 54956.6. (Bell Police Officers Association MOU Negotiations)
  - b.) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Mango v. City of Maywood*; USDC CV11-5641 G GW (FFMx)
  - c.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *James Corcoran v. City of Bell* Case No.: Los Angeles County Superior Court BC442280

- d.) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Subdivision (a) of Section 54956.9) Name of case: *People v. Robert Rizzo, et al* Case No.: Los Angeles Superior Court BC445497
- e.) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Lisa Ramirez, et al, County of Los Angeles, City of Bell, et al*; U.S. District Court Case No. CV 00457-JHN (M\_\_X)
- f.) Bell v. BBK CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Subdivision (a) of Section 54956.9); Name of case: *Bell v. Best Best & Krieger*, LASC BC466436

**City Council Reconvened at 7:22 P.M.**

**Pledge of Allegiance:** Led by Ismael Morales

**City Attorney Report**

The City Attorney reported that all items on the Closed Session were discussed except Item (e) and that there was no action taken on the items discussed

**Communications from the Public on Agenda Items Only**

Michael Harriel addressed the Council and noted that he was the new representative for Bell from Southern California Gas Company; Alfred Areyan spoke on Item No. 4; Sonora Nick stated that he was a school bus driver and asked for access onto Loma Vista Place from Gage; Sandy Orozco spoke on Item 9; and Jose Moreno spoke on Item 8.

**Consent Calendar**

- Mayor Saleh pulled Item No. 3 for separate discussion.
2. Approval of Minutes dated January 25, 2012; Special Meeting Minutes of the City Council for January 28, 2012; and Minutes of the City Council for February 1, 2012. **(Council/Community Redevelopment Agency/successor Agency to the Bell Community Redevelopment Agency/Bell Community Housing Authority/Bell Public Financing Authority/Bell Surplus Property Authority/Bell Solid Waste Authority/Planning Commission)**
  3. Approval of General Warrants and Community Housing Authority Warrants dated February 15, 2012. **(Council/Community Housing Authority)**

**Motion by Councilmember Valencia, seconded by Vice Mayor Harber to approve Consent Calendar Item No. 2 as amended to reflect that Councilmember Valencia abstained from voting on Item 7.04, was adopted by the following vote:**

**Ayes:** Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)  
**Noes:** None (0)  
**Abstained:** None (0)  
**Absent:** None (0)

**MOTION UNANIMOUSLY ADOPTED**

**Motion by Vice Mayor Harber, seconded by Councilmember Valencia to approve Consent Calendar Item No. 3, was adopted by the following vote:**

**Ayes:** Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)  
**Noes:** None (0)  
**Abstained:** None (0)  
**Absent:** None (0)

**MOTION UNANIMOUSLY ADOPTED**

**Study Item**

4. Review of Solid Waste RFP

Mr. Bill Smith, Solid Waste Consultant, reviewed the major components proposed for inclusion in the RFP for a new solid waste franchise and requested input and direction from the City Council. Following questions and comments from the City Council, Mr. Smith noted that the final proposal for the RFP process would be scheduled for Council consideration on March 7, 2012.

**Public Hearing**

5. Public Hearing – Community Development Block Grant FY 2011-12 New Program American with Disabilities Act (ADA) Infrastructure Improvement Project Allocation **(Council)**

Debbie Kurita gave a presentation to the Council on the new program project allocation requested as part of the Community Development Block Grant FY 2011-12. Ms. Kurita and Terry Rodrique described the types of infrastructure enhancements that would improve access to City owned and operated facilities for disabled individuals in accordance with ADA provisions.

Following the staff presentation, Mayor Saleh opened the public hearing. The following individuals spoke in support of ADA enhancements in the City: Alfred Areyan, Sandy Orozco, Alicia Montanez-Salas, Gerry Mayagoita, and Jose Moreno. Following public testimony, Mayor Saleh closed the public hearing.

Council discussion ensue; members asked staff questions about continuing funding after the 2011-12 Block Grant year, how determinations for funding were made, and the projects that would be included.

RESOLUTION NO. 2012-23 – A Resolution of the Bell City Council Approving the Establishment of the Americans with Disabilities Act (ADA) Infrastructure Improvement Project as a New Program in the City's Community Development Block Grant Program for Fiscal Year 2011-2012

**Motion by Councilmember Valencia, seconded by Councilmember Alvarez, to adopt Resolution No. 2012-23 was adopted by the following vote:**

**Ayes:** Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)  
**Noes:** None (0)  
**Abstained:** None (0)  
**Absent:** None (0)

**MOTION UNANIMOUSLY ADOPTED**

**Council/Successor Agency Business**

6. City of Bell Twitter Update (**Council**)

Magdalena Prado, Senior Management Analyst, informed the Council that the City of Bell has initiated a new Twitter account to announce City-related information to the general public. Following Ms. Prado's presentation, Council discussion ensued. The Council received and filed the report by unanimous consent.

7. Consideration to adopt the Recognized Obligation Payment Schedule (ROPS) as required by AB1x26 (**Successor Agency**)

RESOLUTION NO. 2012-26 A Resolution of the City Council of City of Bell acting as Successor Agency to Bell Community Redevelopment Agency, California, adopting the Recognized Obligation Payment Schedule (ROPS) pursuant to Health and Safety Code Section 34177

**Motion by Councilmember Alvarez, seconded by Councilmember Valencia to adopt Resolution No. 2012-26 was adopted by the following vote:**

**Ayes:** Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)  
**Noes:** None (0)  
**Abstained:** None (0)  
**Absent:** None (0)

**MOTION UNANIMOUSLY ADOPTED**

8. Resolution of the City Council adopting a Pay Schedule for Department Head Classifications (**Council**)

RESOLUTION NO. 2012-24 - A Resolution of the City Council of the City of Bell Adopting the Pay Schedules for City of Bell Department Head Classifications.

City Attorney Aleshire reported that subsequent to the posting of the Agenda for tonight's meeting, the City received information that an additional resolution would be required related to requesting employment extension for certain interim positions. He noted that a 4/5 vote would be required to make this finding and add **Item 8a** (Resolution No. 2012-27) to the Agenda.

**Motion by Councilmember Alvarez, seconded by Vice Mayor Harber to add Item No. 8a related to adopting a resolution requesting employment extension for certain interim employees was adopted by the following vote:**

**Ayes: Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)**  
**Noes: None (0)**  
**Abstained: None (0)**  
**Absent: None (0)**

**MOTION UNANIMOUSLY ADOPTED**

RESOLUTION NO. 2012-27 - A Resolution of the City Council of the City of Bell Requesting Employment Extension Per Government Code Section 21221 (h)

**Motion by Councilmember Alvarez, seconded by Councilmember Valencia to approve Item Nos. 8 and 8a (Resolution No. 2012-24 and Resolution No. 2012-27) was adopted by the following vote:**

**Ayes: Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)**  
**Noes: None (0)**  
**Abstained: None (0)**  
**Absent: None (0)**

**MOTION UNANIMOUSLY ADOPTED**

9. Merger of Police Sergeants into the Bell Police Officers' Association (**Council**)

RESOLUTION NO. 2012-25 – A Resolution of the City Council of the City of Bell Rescinding Resolution 2008-40 and amending Section 11 of Resolution 1987-46 designating Appropriate Units.

**Motion by Vice Mayor Harber, seconded by Councilmember Alvarez, to adopt Resolution No. 2012-25 was adopted by the following vote:**

**Ayes: Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)**  
**Noes: None (0)**  
**Abstained: None (0)**  
**Absent: None (0)**

**MOTION UNANIMOUSLY ADOPTED**

10. Agreement with SAESHE to provide grant administration services for the Regional Used Motor Oil Recycling Program. **(Council)**
- a.) Approve an appropriations adjustment allocating Regional Used Motor Oil Recycling Grant Funds of \$5,232 in Cycle 15, \$10,774 in Cycle OPP1 and \$1,582 in Cycle OPP1A for a total of \$17,588 from the State of California Department of Resources, Recycling and Recovery.
  - b.) Approve an agreement with SAESHE to provide grant administration services for the City of Bell's Regional Used Motor Oil Recycling Program in the amount of \$17,855.
  - c.) Authorize the City Manager to designate the County of Los Angeles Department of Public Works as the lead agency for submitting applications and implementing the program for future funding for the Regional Used Motor Oil Recycling Grants.

**Motion by Councilmember Valencia, seconded by Councilmember Alvarez to approve an agreement with SAESHE was adopted by the following vote:**

**Ayes:** Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)  
**Noes:** None (0)  
**Abstained:** None (0)  
**Absent:** None (0)

**MOTION UNANIMOUSLY ADOPTED**

**Communications from the Public on Non-Agenda Matters**

None

**Mayor and City Council Communications**

Pursuant to Assembly Bill 1234, this is the time and place to provide a brief report on Meetings, Seminars and Conferences attended by Mayor and City Councilmembers.

11. Report out regarding Independent Cities Association (ICA) Conference – Councilmember Valencia reported that he attended the ICA conference held in Santa Barbara on February 3-5, 2012 and that the primary focus of the conference related to the realignment impacts pursuant to the order for the state to release prisoners in local communities. He noted that the conference was very enlightening and that the exchange of ideas with many representatives from local law enforcement agencies was beneficial

Councilmember Quintana

- Suggested that the City submit a Resolution to the Board of the Los Angeles Unified School District expressing concern related to the possible elimination of adult education. She noted that a new facility is being built in Bell as an

Occupational Center and the facility would be negatively impacted by the elimination of adult education. She further noted that there would be a Town Hall meeting on March 6, 2012 at Bell High Auditorium from 6:00 P.M. to 9:00 P.M. on this subject.

Councilmember Alvarez

- Asked that staff place the following items on a future Council agenda:
  - Stop signs installed on Otis from Florence to Bell
  - Timing for walk signal on Gage at Orchard
  - Update of City Code
  - Update on fees for yard sales

**Adjournment – 9:10 P.M.**

**Next Regular Meeting, Wednesday, March 7, 2012.**

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 7<sup>th</sup> of March, 2012.

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Patricia Healy, CMC  
Interim City Clerk

**MINUTES**  
**Special Meeting of**

**Bell City Council/Successor Agency to the Bell Community Redevelopment Agency/Bell  
Community Housing Authority/Surplus Property Authority**

**February 22, 2012**  
**6:00 P.M.**

**Bell Community Center**  
**6250 Pine Avenue**

Meeting was called to order by Mayor Saleh at 6:07 P.M.

Roll Call of the City Council in their capacities as Councilmembers, Members of the Successor Agency to the Bell Community Redevelopment Agency, Community Housing Authority Commissioners, and, Surplus Property Members:

**Present:** Councilmember Quintana, Vice Mayor Harber, Mayor Saleh (3)

**Absent:** Councilmembers Alvarez, Valencia (2)

**Also Present:** Interim Chief Administrative Officer and Interim City Clerk Healy

**Pledge of Allegiance to the flag**

**Communications from the Public on Agenda Items**

Comments from the Public were considered following staff presentation and Council discussion on Item No. 2

**Agenda**

Councilmember Valencia joined the meeting at 6:09 P.M. Councilmember Alvarez arrived during consideration of Item No. 1 at 6:40 P.M.

1. 2011/12 Mid-year Budget Review

Anita Lawrence, Interim Co-Finance Director informed the Council that it is the time of year when a thorough review of the budget is performed to measure how revenue and expenditures are tracking the budget after 50% of the year has passed. She noted that staff was recommending amendments to the current year's budget and reported on the recommended changes. Following her presentation, Council discussion ensued and members asked questions and commented on the recommended changes.

**RESOLUTION NO. 2012-28 - A Resolution of the City Council of the City of Bell, California, Approving the Amendments to the Budget Recommended in the 2011-12 Mid-year Budget Review**

**Motion by Councilmember Quintana, seconded by Councilmember Valencia, to adopt Resolution No. 2012-28 approving amendments to the 2011-12 budget was adopted by the following vote:**

**Ayes:** Councilmembers Alvarez, Quintana, Valencia, Vice Mayor Harber, and Mayor Saleh (5)  
**Noes:** None (0)  
**Abstained:** None (0)  
**Absent:** None (0)

**MOTION UNANIMOUSLY ADOPTED**

**2. General Fund Five Year Fiscal Forecast**

Bill Statler, Financial Consultant presented the General Fund five year fiscal forecast. He presented a summary of forecast findings, explained key forecast drivers and noted that the General Fund is facing a serious "forecast gap" in 2012-13 of \$1.8 million, based on continuing already very lean service levels. He detailed many of the challenges ahead. Following his presentation, Council discussion ensued.

Mayor Saleh invited members of the public to address the Council at this time. The following individuals commented on the staff reports presented at the special meeting: Ismael Morales, Nora Saenz, Marcos Olivos, Fernando Chaverria, Carmen Bella, Mario Rivas, Sandy Orozc, and Hilda Rodriguez.

By unanimous consent, the Council continued the following item to a future special meeting date:

**3. Budget Policies**

Recommendation: Conceptually approve the Proposed Budget Policies in guiding preparation of the preliminary budget, with final adoption in June 2012 in conjunction with approval of the 2012-13 Budget.

**Adjournment – 9:25 P.M.**

**Next Regular Meeting, Wednesday, March 7, 2012.**

I, Patricia Healy, CMC, Interim City Clerk of the City of Bell, certify that the foregoing minutes were approved by the City Council of the City of Bell at a regular meeting held on the 7<sup>th</sup> day of March, 2012.

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Patricia Healy, CMC Interim City Clerk

**General**  
**Warrants**  
**for**  
**March 7, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49244	02/14/12	120301	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6307-20	11,161.93
49245	02/14/12	120301	LAW OFFICE OF MANN & COOK SETTLEMENT	3,750.00
49246	02/14/12	120301	OLIVIA CAMARAGO & LYON LAW, P. C SETTLEMENT	8,000.00
49247	02/15/12	120301	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 2/17/12	215,945.21
49248	02/29/12	120302	STANDARD INSURANCE COMPANY LIFE/ACCIDENTAL INS-MAR'12	1,004.00
49249	02/29/12	120302	VOID VOID-TEST PRINT	0.00
49250	02/29/12	120302	AT&T TELEPHONE BILLING-2/7-3/6/12 BELL P. D. TELEPHONE BILLING-1/2-2/1/12 MTA CONNECTION/SVCS @BELL P. D. TELEPHONE BILLING-1/2-2/1/12 MTA CONNECTION/SVCS @CITY HALL TELEPHONE BILLING-1/2-3/1/12 6330 PINE AVE-CITY HALL	4,256.21
49251	02/29/12	120302	AT&T MOBILITY TELEPHONE BILLING-12/24-1/23 BELL P. D. TELEPHONE BILLING-12/21-1/20 BELL P. D.	1,112.57
49252	02/29/12	120302	AT&T TELEPHONE BILLING-12/27-1/26 BELL P. D.	281.65
49253	02/29/12	120302	AT&T-LONG DISTANCE TELEPHONE BILLING-1/3-2/1/12 LONG DISTANCE-VARIOUS ACCOUNTS	22.45
49254	02/29/12	120302	CITY OF BELL PAYROLL FUND PAYROLL DEPOSIT-PAY OF 3/2/12	232,728.31
49255	02/29/12	120302	FLATIRON CAPITAL 2011-2012 LIABILITY INSURANCE BTH INSTALLMENT PAYMENT	23,305.45
49256	02/29/12	120302	THE GAS COMPANY GAS BILLING-1/12-2/13/12 4357 GAGE AVE-SK8 PARK	56.88
49257	02/29/12	120302	GOLDEN STATE WATER COMPANY	24.20

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			WATER BILLING-1/23-2/21/12 4400 GAGE AVE-FOOD STATION	
49258	02/29/12	120302	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-1/11-2/9/12 6707 BEAR AVE-LBP ELECTRICAL BILLING-1/13-2/14 6510 CLARKSON AVE ELECTRICAL BILLING-1/1-2/1/12 VARIOUS ACCOUNTS ELECTRICAL BILLING-1/17-2/15 6901 1/2 RIVER DR ELECTRICAL BILLING-1/13-2/13 6800 OTIS TC1 ELECTRICAL BILLING-12/1-1/2/12 ATLANTIC/GAGE ELECTRICAL BILLING-1/19-2/17 4357 GAGE AVE-SKB PARK	6,754.79
49259	02/29/12	120302	TELEPACIFIC COMMUNICATIONS TELEPHONE BILLING-1/23-2/22/12 BELL P. D.	3,687.20
49260	02/29/12	120302	VISION SERVICE PLAN (CA) VISION INS ADM FEE-MAR'12	299.30
49261	02/29/12	120302	WELLS FARGO BANK W. C. ACCT REPLENISH CK#6321-33 W. C. ACCT REPLENISH CK#6334-49	18,314.30
49262	03/07/12	120303	VOID VOID-TEST PRINT	0.00
49263	03/07/12	120303	VOID VOID-TEST PRINT	0.00
49264	03/07/12	120303	LUIS AGUAS REFUND-PARKING CIT #4046126	100.00
49265	03/07/12	120303	AIMS, INC. HP LASERJET 3600N REPAIR-P. D.	130.00
49266	03/07/12	120303	ALESHIRE & WYNDER, LLP LEGAL SVCS-VARIOUS MATTERS	97,719.41
49267	03/07/12	120303	ALVARADO SMITH PROF LEGAL SVCS-DEC'11 PROF LEGAL SVCS-11/1-7/11	5,551.00
49268	03/07/12	120303	AMERICAN GUARD SERVICES, INC. CROSSING GUARD SVCS-JAN'12	9,184.36
49269	03/07/12	120303	AMERICAN PAPER PLASTIC JANITORIAL SUPPLIES-CITY YARD	6,707.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49270	03/07/12	120303	AMERICAN RELIANCE INC. MOBILE PC MAINT-PATROL/BELL PD	322.94
49271	03/07/12	120303	BETTY L. ATCHISON INSURANCE BENEFIT-FEB'12	75.00
49272	03/07/12	120303	DAVID A. BASS CONSULTING SVCS-2/1-26/12 GENERAL & MEETINGS/AUDIT SUPRT EXCESS COMPENSATION/RISK MGT REDEVELOPMENT/GRANTEE REPORTS	8,460.00
49273	03/07/12	120303	RIHAN BEDIER REFUND-PARKING CIT #4046005	209.00
49274	03/07/12	120303	BELCHER & ASSOCIATES REIMB-S. DOUGLASS DISPATCH CENTER OPERATIONS INTERIM CHIEF OF POLICE	6,659.60
49275	03/07/12	120303	BELL SERVICE CENTER FLAT SERVICE FEE-JAN'12 FLAT SERVICE FEE-FEB'12 VARIOUS REPAIRS-UNIT #100 REPLACE STEERING CONNECTOR VARIOUS REPAIRS-UNIT #43 REPLACE STARTER/WATER PUMP VARIOUS REPAIRS-UNIT #100 LUBE/OIL/FILTER REPAIRED STROBE LIGHT VARIOUS REPAIRS-UNIT #335 REPLACE STEERING WHEEL ENGINE PERFORMANCE TEST REPLACE IGNITION COIL VARIOUS REPAIRS-UNIT #325 RING & PINION CARRIER BEARING LUBE/OIL/FILTER, MOUNT TIRES CODE 3 LIGHTS REPAIRED VARIOUS REPAIRS-UNIT #344 TIMING CHAIN & GUIDE OIL PAN GASKET MOUNT TIRES/CODE 3 LIGHTS VARIOUS REPAIRS-UNIT #358 TEST CHARGING SYSTEM REPLACE BATTERY VARIOUS REPAIRS-UNIT #363 DIAGNOSE NO START CONDITION POWER MODULE REPLACED LUBE/OIL/FILTER TIRE MOUNT-UNIT #308 VARIOUS REPAIRS-UNIT #361 MOUNT TIRES LUBE/OIL/FILTER VARIOUS REPAIRS-UNIT #353	8,106.85

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			CODE 3 LIGHTS SEIREN B/O LUBE/OIL/FILTER REAR BRAKE PADS/SHOCK ABSORBER VARIOUS REPAIRS--UNIT #352 LUBE/OIL/FILTER TUNE-UP ELECTRONIC IGNITION REPLACE OIL PRESSURE SWITCH	
49276	03/07/12	120303	BELL SERVICE CENTER VARIOUS REPAIRS--UNIT #356 REPLACE RACK & PINION REPLACE POWER STEERING PUMP REPAIR--UNIT #344 REPLACE BELT TENSIONER VARIOUS REPAIRS--UNIT #361 LUBE/OIL/FILTER REPLACE FRONT BRAKE PADS VARIOUS REPAIRS--UNIT #329 LUBE/OIL/FILTER TAIL LIGHTS TEST REPAIR--UNIT #337 REPLACED RACK AND PINION UNIT #329-SIREN B/O VARIOUS REPAIRS--UNIT #335 LUBE/OIL/FILTER REPAIR SPOTLIGHT REPAIR--UNIT #341 CODE 3 LIGHTS B/O VARIOUS REPAIRS--UNIT #344 AUTOMATIC TRANSMISSION REPLACE SHOT GUN TRANSMISSION OHAUL VARIOUS REPAIRS--UNIT #337 ENGINE PERFORMANCE TES REPLACE SPARK PLUGS/HEADLIGHT MOUNT TIRES VARIOUS REPAIRS--UNIT #355 LUBE/OIL/FILTER VARIOUS REPAIRS--UNIT #338 LUBE/OIL/FILTER REPLACE TENSIONER REAR BRAKE PADS/MOUNT TIRES	6,917.90
49277	03/07/12	120303	STACY BLUTHENTHAL SUBSISTENCE--2/28-29/12 SUBSISTENCE--2/22-24/12	50.00
49278	03/07/12	120303	C. A. P. E 2012 TRAINING SEMINAR TRAINING SEMINAR--4/2-6/12	275.00
49279	03/07/12	120303	CANNING'S TRUEVALUE HARDWARE P. D. DISPATCH--FIXTURE LIGHT DOOR REPAIRS--C. H/CITY MANAGER P. D. JAIL REPAIRS--LIGHTS BELL HOUSE REPAIRS--SINK/FILTER	424.71

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			SEWER REPAIRS-ROTTO ROUTER SPORTS COMPLEX REPAIRS GRINDER WHEELS LB PK REPAIRS-BASKETBALL POLE LB PK REPAIRS-BASKETBALL POLE MISC REPAIRS-SEWER/PLUMBING P. D. REPAIRS-SIGN BELL HOUSE REPAIRS WATER FILTER/SINK ROPE FOR BANNERS P. D JAIL REPAIRS-BOOKING SINK LB PK REPAIRS-SINK/FILTER BASKETBALL POLE C. CTR-LIGHTS JESSICA'S OFFICE	
49280	03/07/12	120303	CANNING'S TRUEVALUE HARDWARE BELL HOUSE-WATER FILTER/SINK P. D. JAIL REPAIRS-HAZARDS	66.42
49281	03/07/12	120303	OMAR CARBAJAL REFUND-PARKING CIT #100024755	145.00
49282	03/07/12	120303	LUCIA CASTILLO BALLET INSTRUCTOR-1/2-2/6/12	568.00
49283	03/07/12	120303	MARIA CEDENO REFUND-PARKING CIT#4046169	359.00
49284	03/07/12	120303	JERRY CLINE INSURANCE BENEFIT-FEB'12	75.00
49285	03/07/12	120303	COMSERCO, INC. MAINTENANCE BILLING-FEB'12	1,071.00
49286	03/07/12	120303	CRIME REPORTS ANNUAL SUBSCRIPTION 2/19/12-2/18/13	4,059.60
49287	03/07/12	120303	ARNE LOUIS CROCE INTERIM CAD SVCS-2/1-15/12 INTERIM CAD SVCS-2/16-29/12	14,000.00
49288	03/07/12	120303	DATASTREAM BUSINESS SOLUTIONS, HP9000 PROGRAMMING-1/1-31/12 MACIAS 2009-10 AUDIT	760.00
49289	03/07/12	120303	COUNTY OF LOS ANGELES ANIMAL HOUSING SVCS-JAN'12	1,581.00
49290	03/07/12	120303	VINCENT DIAZ KUNG FU INSTRUCTOR-1/3-2/9/12	112.00
49291	03/07/12	120303	TERRY DIXON SUBSISTENCE-2/28-29/12	20.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49292	03/07/12	120303	CHRISTOPHER DONAHUE SUBSISTENCE-2/28-29/12	20.00
49293	03/07/12	120303	JAMES DOWDELL SUBSISTENCE-2/28-29/12	20.00
49294	03/07/12	120303	DUNN-EDWARDS CORP. PAINT SUPPLIES-HANDYMAN PRGRM 6600 WOODWARD AVE-P. MEDINA PAINT SUPPLIES-HANDYMAN PRGRM 4874 GAGE #163-B. HERNANDEZ PAINT SUPPLIES-HANDYMAN PRGRM B. HERNANDEZ-4874 GAGE #163 PAINT SUPPLIES-BELL P. D./JAIL PAINT SUPPLIES-BELL P. D.	487.90
49295	03/07/12	120303	EMBASSY SUITES LODGING-3/12-23/12 R. RODARTE	792.50
49296	03/07/12	120303	RONY ESCOBAR REFUND-PARKING CIT #100023946	230.00
49297	03/07/12	120303	EWING & BELAND, INC. CITY WEBSITE UPDATES-DEC '11 CITY WEBSITE UPDATES-JAN '12	425.00
49298	03/07/12	120303	NORDIS PARENTE BUSINESS CARDS-T. RODRIGUEZ, J. BALTAZAR BUSINESS CARDS-N. VALENCIA BUSINESS CARDS-N. VALENCIA	217.51
49299	03/07/12	120303	FIRST 5 LA REFUND-HALL RENTAL DEPOSIT 1/9/12 COMMUNITY CENTER	100.00
49300	03/07/12	120303	FOUR POINTS BY SHERATON LODGING-3/11-15/12	448.52
49301	03/07/12	120303	GALLS DUTY BELT WITH ACCESSORIES SAFETY VEST-M. LOMELI	1,244.08
49302	03/07/12	120303	HARDY & HARPER, INC. ST REHAB PRJ-VARIOUS LOCATIONS	35,079.84
49303	03/07/12	120303	DAVID HILL REIMB-CONFERENCE REGISTRATION	110.00
49304	03/07/12	120303	IJSS INC. DBA TONERZONE TONER CARTRIDGE-BELL P. D. TONER CARTRIDGE-BELL P. D.	403.97
49305	03/07/12	120303	INTEGRATED OFFICE TECHNOLOGY	184.88

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			COPIER MAINT-CITY HALL	
49306	03/07/12	120303	GILBERT JARA SUBSISTENCE-2/28-29/12	20.00
49307	03/07/12	120303	KELDON PAPER COMPANY PAPER-GENERAL/CITY CLERK CITY CLERK-AGENDA PAPER BLUE BAR COMPUTER PAPER	1,567.76
49308	03/07/12	120303	L. A. COUNTY SHERIFF'S DEPT. BOOKING FEES-OCT-DEC '11	896.58
49309	03/07/12	120303	MIGUEL A. LARA REFUND-PAVILION RENTAL	45.00
49310	03/07/12	120303	LD PRODUCTS INC. INK CARTRIDGES-BELL P. D.	96.90
49311	03/07/12	120303	LEAD TECH ENVIRONMENTAL LEAD/ASBESTOS TESTING 5162 FLORENCE AVE #38-V. BAHENA LEAD/ASBESTOS TESTING 5246 FLORENCE #118-R. BRUNDAGE LEAD/ASBESTOS TESTING 6600 WOODWARD AVE-P. MEDINA LEAD/ASBESTOS TESTING 7014 BEAR AVE-L. RIOS	1,966.00
49312	03/07/12	120303	LEADING EDGE SOUND & SECURITY AUDIO VIDE0 SYS SVC AGREEMENT 4TH QUARTER BILLING-LB PK	475.00
49313	03/07/12	120303	WAT LEUTH REFUND-PARKING CIT #4045987	230.00
49314	03/07/12	120303	MARK LOGAN SUBSUSTENCE-2/28-29/12	20.00
49315	03/07/12	120303	ANTONIO LOPEZ SUBSISTENCE-2/28-29/12	20.00
49316	03/07/12	120303	LOS ANGELES COUNTY MTA TAP BUS SALES-NOV '11 TAP BUS SALES-DEC '11	11,381.80
49317	03/07/12	120303	MACIAS GINI & O'CONNELL LLP PROFESSIONAL SVCS--JAN '12 PROGRESS BILLING-2010 AUDIT	38,670.90
49318	03/07/12	120303	MARSAN TURF & IRRIGATION TURF/IRRIGATION EQUIPMENT	287.10
49319	03/07/12	120303	ANA MARTINEZ REFUND-PARKING CIT #4046019	100.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49320	03/07/12	120303	BILL MCCULLAH SUBSISTENCE-2/28-29/12	20.00
49321	03/07/12	120303	ANTHONY MIRANDA SUBSISTENCE-3/11-15/12	150.00
49322	03/07/12	120303	MR. UNIFORM UNIFORMS-PD EXPLORER/MADLDONAD UNIFORMS-PD EXPLORER/A. GARCIA UNIFORMS-PD EXPLORER/S. MUCINO UNIFORMS-PD EXPLORER/M. MEJIA UNIFORMS-PD EXPLORER/B. MORAN UNIFORMS-PD EXPLORER/E. RAMOS UNIFORM-PD EXPLORER/M. HERNANDE UNIFORM-PD EXPLORER/W. DOMINICK UNIFORM-PD EXPLORER/A. FLORES UNIFORM-PD EXPLORER/R. CERVAUTE	1,038.50
49323	03/07/12	120303	NORTH STAR ELECTRONICS EQUIPMENT-UNIT #414	595.81
49324	03/07/12	120303	DFSI COPIER LEASE-2/1-29/12 PYT#33 FAX LEASE-2/1-29/12 PYT #8	500.40
49325	03/07/12	120303	DCE IMAGISTICS INC. COPIER MAINT/SUPPLIES-JAN'12 LB PK COPIER MAINT/SUPPLIES-JAN'12 C. CTR	103.00
49326	03/07/12	120303	DCTMA TUITION-2/21/12	80.00
49327	03/07/12	120303	ORANGE COUNTY SHERIFF'S DEPT TUITION-2/22-24/12	55.00
49328	03/07/12	120303	ORMORE TIME SYSTEMS TIMECARD MACHINE MAINT-C. CTR	345.05
49329	03/07/12	120303	PECKHAM & MCKENNEY CHIEF ADMIN OFFICER SEARCH	2,608.68
49330	03/07/12	120303	PIPS TECHNOLOGY INC EXTENDED WARRANTY-SUPPLIES P. D	23,799.95
49331	03/07/12	120303	PRAXAIR DISTRIBUTION INC PAST DUE AMOUNT	2.93
49332	03/07/12	120303	PRIORITY MAILING SYSTEMS LLC POSTAL RATE CHANGE-1/22/12 INSTALLATION & TRAINING	483.00
49333	03/07/12	120303	MARIA ELENA PULIDO	361.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			REFUND-PARKING CIT #100028596	
49334	03/07/12	120303	QUICK DISPENSE MISC SUPPLIES-BELL P. D. MISC SUPPLIES-BELL P. D.	383.24
49335	03/07/12	120303	QUILL CORPORATION OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-GEN/CITY CLERK OFFICE SUPPLIES-BELL P. D. OFFICE SUPPLIES-BELL P. D. OFFICE SUPPLIES-PARKING OFFICE SUPPLIES-PARKING OFFICE SUPPLIES-PARKING OFFICE SUPPLIES-PARKING OFFICE SUPPLIES-FIN/GENERAL OFFICE SUPPLIES-GENERAL OFFICE SUPPLIES-FIN/GENERAL OFFICE SUPPLIES-FIN/GENERAL	4,231.59
49336	03/07/12	120303	ERIC RAMOS REFUND-HALL RENTAL REFUND-HALL DEPOSIT	1,683.00
49337	03/07/12	120303	RELIA-TECH PATROL EQUIP-CRIME MAPPING SERVICE CALL-BELL P. D. SERVICE CALL-DEBS PARK COMPUTER MAINT-CITY CLERK HARD DRIVE SERVICE CALL-A. GUTIERREZ SERVICE CALL-MAIL SERVER BELL P. D. COMP MAINT COMPUTER MAINT-P. D. /JAIL COMPUTER MAINT & EQUIPMENT P. D. /BRIEFING ROOM COMPUTER MAINT-P. D. HARD DRIVE-FINANCE DEPT COMPUTER MAINT & EQUIP-C. CTR PREPAID SVC CONTRACT-MAR'12	6,071.27
49338	03/07/12	120303	REPUBLIC ITS INC TRAFFIC SIGNAL MAINT-JAN'12 T. S. RESPONSE CALL-JAN'12	5,500.03
49339	03/07/12	120303	JOSEFINA RIVAS AEROBICS INST-1/3-2/9/12 VETS PK & LB PK	1,036.00
49340	03/07/12	120303	RODRIGO RODARTE SUBSISTENCE-3/12-23/12	300.00
49341	03/07/12	120303	SACRAMENTO POLICE DEPARTMENT TUITION-2/11-15/12	525.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49342	03/07/12	120303	ANGELICA SANDOVAL REFUND-PARKING CIT #10021015	361.50
49343	03/07/12	120303	SIRCHIE FINGER PRINT LAB INC. MISC SUPPLIES-BELL P. D.	506.08
49344	03/07/12	120303	SJC 3 CONSULTING CONSULTING SVCS-DEC '11-JAN '12 CDB6/CDB6-R	7,617.50
49345	03/07/12	120303	SD CAL CONSTRUCTION SERVICES HOUSING REHAB SVC 5162 FLORENCE AVE #15 REMOVE ROOFING MASTIC	495.00
49346	03/07/12	120303	SOUTH COAST AIR QUALITY ELEC-GEN DIESEL FLAT FEE-FY EMISSIONS	416.41
49347	03/07/12	120303	TOSHIBA AMERICA BUSINESS SOLUT COPIER LEASE-MAR '12 C. H.	391.50
49348	03/07/12	120303	TRANSTAR TRANSLATIONS INTERPRETING SVCS-1/11/12 CLAIM # 11-112313	262.50
49349	03/07/12	120303	TRIANGLE SPORTS, INC SUPPLIES	2,267.44
49350	03/07/12	120303	U. S. HEALTH WORKS BLOOD ALCOHOL DR#151-363723	25.00
49351	03/07/12	120303	UNDERGROUND SERVICE ALERT UNDERGROUND FAX NOTICES-FEB '12	16.50
49352	03/07/12	120303	UNIFIED TRANSLATION SERVICES INTERPRETING SVCS-CCM 2/15/12 INTERPRETING SVCS-CCM 2/22/12 COMMUNITY MTG-2/21/12	800.00
49353	03/07/12	120303	UNITED SITE SERVICES PROF SVCS-8/12-9/8/11 RSAP PROF SVCS-9/9-10/6/11 RSAP PROF SVCS-10/7-11/3/11 RSAP PROF SVCS-11/4-12/1/11 RSAP PROF SVCS-12/2-29/11 RSAP PROF SVCS-12/30/11-1/26/12 RSAP PROF SVCS-1/27-2/23/12 RSAP PROF SVCS-7/15-8/15/11 RSAP	2,600.40
49354	03/07/12	120303	US BANK ADMIN FEES-1/1-12/31/12 REV REF BDS 2005	2,000.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
49355	03/07/12	120303	NESTOR VALENCIA REIMBURSEMENT-5/11 & 2/3-4/12 MILEAGE-TRAINING/CONFERENCE	271.95
49356	03/07/12	120303	VIVIAN VALLE REFUND-HALL SECURITY DEPOSIT	300.00
49357	03/07/12	120303	WELLS LOCK & KEY 1 KEY-A. GROCE OFFICE 1 KEY	2.75
49358	03/07/12	120303	WEST COAST ARBORISTS, INC. TREE MAINT SVCS-NOV'11 TREE MAINT SVCS-DEC'11 TREE MAINT SVCS-JAN'12 TREE MAINT SVCS-JAN'12	36,230.00
49359	03/07/12	120303	YUHL/STONER/CARR LLP LEGAL SVCS-LITIGATION 11/1-12/26/11 LEGAL SVCS-LITIGATION 10/17-12/9/11 LEGAL SVCS-LITIGATION 11/3-12/29/11	24,985.05
49360	03/07/12	120303	LIBIA ZAPATA REFUND-PARKING CIT #4045987	100.00
TOTAL	117 CHECKS			929,479.51
*W0000666	02/21/12	120304	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 2/17/12	9,921.29
W0000667	02/23/12	120304	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PAY-2/17/12(NORMAL PAY)	57,721.08
W0000668	02/29/12	120304	US BANK DEBT SVC PYMT-INTEREST	46,158.75
W0000669	03/02/12	120305	PUBLIC EMPLOYEES' RETIREMENT HEALTH PREMIUM-MAR'12	104,957.87
W0000670	03/02/12	120305	CITY OF BELL PAYROLL FUND FICA & MEDI TAXES-PAY 3/2/12	10,512.93
W0000671	03/02/12	120305	CAL-PUBLIC EMPLOYEE RETIREMENT RTRMNT PYMT-PAYROLL OF 3/2/12 (NORMAL & HOLIDAY PAY)	60,399.50

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
TOTAL		6 WIRES		289,671.42
TOTAL				1,219,150.93

**BCHA -  
Bell Community  
Housing  
Authority**

**Warrants  
for**

**March 7, 2012**

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1734	02/29/12	120322	VOID VOID-TEST PRINT	0.00
1735	02/29/12	120322	VOID VOID-TEST PRINT	0.00
1736	02/29/12	120322	THE GAS COMPANY GAS BILLING-1/12-2/13/12 6633 PINE AVE/LAUNDRY-BCHA GAS BILLING-1/12-2/13/12 4209 BELL AVE-BCHA	30.72
1737	02/29/12	120322	GOLDEN STATE WATER COMPANY WATER BILLING-12/27/11-1/26/12 6327 PINE AVE-BCHA WATER BILLING-12/20/11-1/23/12 4207 BELL AVE-BCHA WATER BILLING-12/20/11-1/23/12 6633 PINE AVE/LAUNDRY-BCHA WATER BILLING-12/22/11-1/25/12 6419 PROSPECT AVE-BCHA WATER BILLING-12/20/11-1/23/12 4416 GAGE AVE-BCHA	761.44
1738	02/29/12	120322	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-1/20-2/21 6304 KING AVE-BCHA ELECTRICAL BILLING-1/17-2/7 5107 FILMORE STREET-BCHA	22.76
1739	02/29/12	120322	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-1/16-2/14 6633 PINE AVE-BCHA	39.07
1740	02/29/12	120332	AT&T TELEPHONE BILLING-1/4-2/3/12 BMHP TELEPHONE BILLING-1/4-2/3/12 FVMHP	312.98
1741	02/29/12	120332	CONSOLIDATED DISPOSAL SRVS#902 WASTE/RECYCLING SVCS-FEB'12 4874 GAGE AVE-BMHP WASTE/RECYCLING SVCS-FEB'12 5162 FLORENCE AVE-MMHP/FVMHP WASTE/RECYCLING SVCS-FEB'12 5246 FLORENCE AVE-DRMHP/FVMHP	5,971.38
1742	02/29/12	120332	THE GAS COMPANY GAS BILLING-12/12/11-1/12/12 5162 FLORENCE AVE-FVMHP GAS BILLING-12/12/11-1/12/12 5246 FLORENCE AVE-FVMHP GAS BILLING-1/10-2/10/12	4,948.19

10-15

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			4874 GAGE AVE-BMHP GAS BILLING-1/12-2/13/12 6503 WILCOX AVE-BMHP GAS BILLING-1/12-2/14/12 5246 FLORENCE AVE-FVMHP GAS BILLING-1/12-2/14/12 5162 FLORENCE AVE-FVMHP	
1743	02/29/12	120332	GOLDEN STATE WATER COMPANY WATER BILLING-12/21/10-1/23/12 4874 GAGE AVE-BMHP WATER BILLING-12/22/11-1/23/12 4874 GAGE AVE-BMHP	6,165.91
1744	02/29/12	120332	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-1/4-2/2/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-1/4-2/2/12 4874 GAGE AVE-BMHP ELECTRICAL BILLING-12/30-1/12 5162 FLORENCE AVE-FVMHP	4,692.39
1745	02/29/12	120332	SOUTHERN CALIFORNIA EDISON ELECTRICAL BILLING-12/30-1/31 5162 FLORENCE AVE-FVMHP	5,116.79
1746	03/07/12	120323	VOID VOID-TEST PRINT	0.00
1747	03/07/12	120323	VOID VOID-TEST PRINT	0.00
1748	03/07/12	120323	JAVIER CASTILLO GARDENING SVCS-JAN'12 VARIOUS LOCATIONS/BCHA	1,060.00
1749	03/07/12	120323	DUNN-EDWARDS CORP. PAINT SUPPLIES 6419 PROSPECT AVE/BCHA	22.75
1750	03/07/12	120323	M & J CONSTRUCTION LLC. CONSTRUCTION SERVICES 6304 KING AVE #1/BCHA	1,625.00
1751	03/07/12	120323	STANLEY PEST CONTROL CO PEST CONTROL-5107 FILMORE/BCHA	195.00
1752	03/07/12	120323	HECTOR TORRES VARIOUS REPAIRS 6419 PROSPECT AVE #E/BCHA CARPET/VINYL/WALL BASE/FLOOR/ BLINDS	1,656.12
1753	03/07/12	120323	WELLS LOCK & KEY SVC CALL/LOCK & KEYS	130.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
			6714 OTIS AVE/BCHA	
1754	03/07/12	120333	RODOLFO G. & JUANITA DAVILA MANAGEMENT SVCS-3/1-31/12 FLORENCE VILLAGE MHP	5,400.00
1755	03/07/12	120333	NORDIS PARENTE CASH RECEIPTS-FVMHP	309.94
1756	03/07/12	120333	FIRST CHOICE MISC SUPPLIES-BMHP OCS FILTER EXCHANGE-BMHP	169.28
1757	03/07/12	120333	MARTHA FONSECA MANAGEMENT SVCS-2/1-29/12 EVENINGS/WEEKENDS-FVMHP	585.00
1758	03/07/12	120333	G. T. CONSTRUCTION & LANDSCAPING GARDENING SVCS-JAN'12 5162 FLORENCE AVE-FVMHP	1,210.00
1759	03/07/12	120333	BETSY GARCIA MANAGEMENT SVCS-FEB'12/BMHP	585.00
1760	03/07/12	120333	ADALBERTO HERNANDEZ REFUND-CLUBHOUSE DEPOSIT 2/11 BELL MOBILE HOME PARK	25.00
1761	03/07/12	120333	J. P. M. GLASS CO. SCREENS-4874 GAGE #163/BMHP	314.07
1762	03/07/12	120333	METERMAN SERVICES, INC METER READING-JAN'12 5162 FLORENCE AVE-FVMHP METER READING-JAN'12 4874 GAGE AVE-BMHP	814.15
1763	03/07/12	120333	CHRISTINA PENA PETTY CASH REIMB-BCHA	121.91
1764	03/07/12	120333	PETERSEN POOL & SPA POOL MAINT/SERVICE-DEC'11 FLORENCE VILLAGE MHP POOL MAINT/SUPPLIES-JAN'12 FLORENCE VILLAGE MHP POOL MAINT/SUPPLIES-FEB'12 5162 FLORENCE AVE-FVMHP	1,054.00
1765	03/07/12	120333	TENANT SCREENING CENTER TENANT SCREENING-FVMHP N. WILFREDO, P. GRISelda	55.00
1766	03/07/12	120333	FRANCISCO VELASQUEZ REFUND-SECURITY DEPOSIT FLORENCE VILLAGE MHP	648.00

CHECK NO	DATE	BATCH	VENDOR/DESCRIPTION	AMOUNT
1767	03/07/12	120333	WELLS LOCK & KEY KEYS-4874 GAGE AVE#66/BMHP	3.50
TOTAL	34 CHECKS			44,045.35

# City of Bell Agenda Report

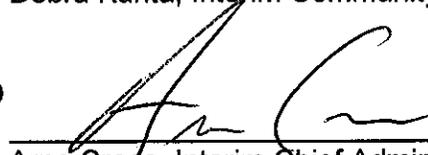
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DATE: March 7, 2012

TO: Mayor and Members of the City Council

FROM: Debra Kurita, Interim Community Services Director

APPROVED  
BY:

  
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Agreement with Arbitros Unidos de Los Angeles for the provision of referees for the City of Bell youth soccer program.

## RECOMMENDATION:

Approve an Agreement with Arbitros Unidos de Los Angeles for the provision of referees for the youth soccer program in an amount not to exceed \$25,000.

## BACKGROUND AND DISCUSSION:

Since 1998, the City of Bell has conducted a youth soccer program for boys and girls between the ages of 5 and 17. The program accommodates 840 participants, which constitutes 60 teams of 14 players, in an extended season that runs from March through November. Each team is guaranteed one practice and one game per week. The games for the teams with players ages five through seven are 40 minutes long and those with players ages eight and above are 50 minutes long.

In previous years, City staff performed the officiating duties for the approximately 30 soccer games per week. In order to continue to provide high quality, impartial and trained officials, the Interim Department Director is recommending a change in the structure of the soccer program to one in which the referees are provided through a contract with a non-profit or other outside organization.

Staff received proposals from four groups interested in providing the officiating services. Three proposals are from established non-profit organizations that provide referees to other agencies and tournaments. One group, the Soccer Referee Association of Los Angeles, is newly formed by the employees who had been serving as referees in the past. The following details the proposals of all of the firms:

Organization	Location	Rate for 40 minute games	Rate for 50 minute games
Arbitros Unidos de Los Angeles (AULA)	Lynwood, CA	\$25	\$30
Colegio de Arbitros de Fultbol de Los Angeles (CAFLA)	Commerce, CA	\$30	\$35
Soccer Referee Association of Los Angeles	Bell, CA	\$25*	\$30*
Southern California Soccer Referee Association (SCSRA)	Los Angeles, CA	\$30 plus 10% assignment fee	\$35 plus 10% assignment fee

\* The length of time of the games quoted was longer, but the rate was applied to the length of the games in the program.

After reviewing the proposals, staff is recommending the approval of an agreement with Arbitros Unidos de Los Angeles (AULA). This non-profit organization was established in 2004 and provides officiating services to a number of tournaments. AULA provides training to their referees by certified instructors. Further, all AULA referees are insured and have been "live-scanned," which is a background check required of any individuals working with youth. The proposed agreement provides that if AULA needs to hire new referees as a result of this contract with the City of Bell, the firm will conduct outreach to Bell residents and any individuals who previously performed these duties for the soccer program and have decided not to continue to work as an employee of the City.

### FINANCIAL IMPACT

Given the number of games in the season, it is recommended that the contract with AULA be in an amount not to exceed \$25,000. This constitutes a savings of approximately \$11,000 over the expenditures for the previous season. In the current year, these savings will be applied to other costs associated with the youth soccer program.

As the City's youth soccer program runs from March through November, the expenditure for the officiating services will span both the 2011-12 and the 2012-13 fiscal years. Funds for the contract amount are available in the Community Services Department account for Sports Activities related professional services (account no. 01-521-5200-0235) in the current fiscal year and will be included in the departmental budget proposal for the 2012-13 fiscal year.

Attachments:  
Agreement



## **PROPOSAL FOR SERVICE**

### **About us**

Arbitros Unidos de Los Angeles is known by its acronym AULA.

AULA was founded on December 12, 2004 in the City of Lynwood CA, AULA is a non-profit soccer club organization.

AULA is dedicated to develop and promote referees. AULA referees are trained accordingly to the LOTG rules and regulations of FIFA and USSF, and affiliated with CSA-S (California Southern Association – Soccer also known as CALSOUTH).

Our referees are properly registered with their fingerprints registered to work with children. In our association our primary purpose is to provide a professional and unique service.

### **Our purpose**

AULA is being working for 7 years and we know from our experience that our personal is dedicated to their work making it challenging and therefore we have always filling every requirement and give all our attention. Our goal is to make each individual wishing to participate and get involved in sports as others have done. AULA provides two certified instructors to teach a course (clinic) to prepare for soccer referees whether they are male or female.

1. Understanding of the Laws Of The Game.
2. Education for parents; kids about soccer (understand this is a competitive sport, entertainment).

AULA held a weekly meeting at their association.

Our association is committed to the training and education in accordance with the rules and regulations of FIFA and USSF and affiliated with CSA-S. Our meetings are every Friday at 7:30 p.m. instructions are given by David Martinez (instructor/State Referee) and Higinio Moreno (Instructor/State Referee). All referees in our association are members of a CSA-S (CALSOUTH), which may be a state or local body. These organizations coordinate the training and development of referees and often also appoint them to matches.

## Our History

**Budweiser Tournament 8x8** played at the Home Depot Center ( for the past 3 years)

**Alianza Tournament** (for the past 6 years)

The winner on this tournament plays against a 2<sup>nd</sup> division team from Mexico

**Conade Tournament** (for the past 2 years)

This is a women tournament which are selected to play in the Mexican team (for the past 2 years)

**Galaxy Tournament** (for the past 6 years)

**Chivas USA Tournament Futbolito** (for the past 3 years)

**Verizon Adults Tournament** (for the past 7 years)

**State Cup CALSOUTH** (for the past 5 years)

**National Cup CALSOUTH** (for the past 5 years)

**CSL Coast Soccer League** (for the past 4 years)

**Torneo De La Copa Estatal** (for the 2 year)

We serve to 7 Leagues which are local.

## Our goal

We will provide 1 official referee per each game who will have full authority and will control the game as he/she appear in the field of play until he/she left the field of play. The referee will submit a report after each game to indicate players with a yellow or red card, also when is needed a written report will be submit it for any inconvenience that may happened in the field of play or around the field of play.

## Our fees

AULA will charge two different prices which are described below;

The prices for a game with 2 half times of 20 min each will be **\$25**.

The prices for a game with 2 half times of 25 min each will be **\$30**.

**All our referees are insured with the insurance of USSF/CAS-S.**

## Provision

If AULA requires the hiring of new employees as a result of this contract with the City of Bell, the firm will conduct outreach to Bell residents and any individuals who previously performed these duties and have decided not to continue to work as an employee of the City. These residents and any individuals who previously performed these duties will have to submit a formal job application with AULA in order to receive any assignment. Only AULA will assign referees to these soccer games. **All referees working with AULA will attend to 1 monthly physical training and 4 weekly meetings on Friday's at our Association located in Lynwood California.**

All referees in AULA are employees of the AULA Association. USSF/CAS-S serves to our purpose. We the referees in AULA are NOT employees of USSF or CAS-S.

## **Our officers**

*David Martinez*  
*Operations Manager/Instructor/State Referee*  
*Tel. (310) 707-8903*  
*di6myway@yahoo.com*

*Martin Almeida*  
*President/Assignor/State Referee*  
*Tel. (310) 753-2990*  
*[aula@att.net](mailto:aula@att.net)*

*Enrique Puentes*  
*Vice-President/Assignor/State Referee*  
*Tel. (310) 918-2426*

*AULA*  
*10017 S Long Beach Blvd.*  
*Lynwood CA 90262*

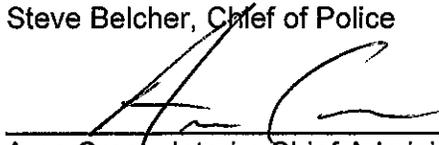
**The Agreement  
for Item No. 4  
will be provided prior  
to  
Council Consideration**

## City of Bell Agenda Report

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DATE: March 7, 2012  
TO: Mayor and City Council  
FROM: Steve Belcher, Chief of Police

APPROVED  
BY:

  
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Memorandum of Agreement for the Los Angeles Regional Integrated Law and Justice Project (COPLINK)

### **RECOMMENDATION**

Approve a Memorandum of Agreement with the Regional Terrorism Information Integration System participating agencies for the continued participation of the City of Bell in the Los Angeles Regional Integrated Law and Justice Project and authorize the City Administrative Officer to execute the appropriate documents.

### **BACKGROUND**

In July 2008 the Bell Police Department entered into an agreement with forty-seven other law enforcement agencies to share law enforcement information from their records database systems. The system is commonly known as COPLINK. Bell contributes law enforcement records information to the COPLINK database. The City of Bell participates in the Los Angeles Regional Integrated Law and Justice Project (LARILJP) at no cost. Grant funds from the Los Angeles County Sheriff Department (LASD) and the Los Angeles Police Department (LAPD) paid for the integration of the City of Bell database to the RTIIS and for the first three years of system maintenance. The maintenance agreement and current grant funding is set to expire in August 2012.

The original Memorandum of Agreement among the agencies established the guidelines to regulate the sharing of information. The Memorandum of Agreement identified the purpose of the system, the criteria for agencies' participation, the rules for the contribution and dissemination of information, the ownership and audit requirements of information, and other terms, conditions, policies and procedures of the system. A LARILJP Governance Committee comprised of representatives from LASD, LAPD, and three Chiefs of Police from the independent cities received the authority to accept agencies into the RTIIS with a simple majority vote. The current agreement requires the simple majority vote of all forty-seven RTIIS agencies to connect to other cooperating law enforcement sharing initiatives such as Orange, San Diego and San Bernardino Counties.

The proposed amended Memorandum of Agreement gives the LARILJP Governance Committee the power of attorney for the forty-seven participating agencies to sign

Intergovernmental Agreements to share information with other counties and cities in California and the nation; gives the Los Angeles County Counsel the power to act as the legal representative of the forty-seven participating agencies in the matters of the RTIIS; gives the Governance Committee the authority to seek grant funding for the continued maintenance of the RTIIS and/or to discuss funding models for future maintenance costs by the participating agencies.

The amendments to the Agreement would give authority to the Governance Committee to seek additional funding from Federal and State grant sources and to discuss funding models if individual cities must contribute funds to maintain the system.

The amended Memorandum of Agreement maintains the Hold Harmless clause that holds Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data.

The City of Bell can withdraw from the LARILJP and RTIIS at any time. If the City of Bell does not approve the amended Memorandum of Agreement the Police Department would discontinue the contribution of data to the RTIIS and would lose its ability to access shared information in the database.

Staff recommends that the City Council approve the amended Memorandum of Agreement. Attached is the amended Memorandum of Agreement and a copy of the original Memorandum of Agreement with the highlighted additions and language that has been changed or removed.

#### **CITY ATTORNEY**

The Police Department coordinated the review of the Memorandum of Agreement with the City Attorney's Office.

#### **FISCAL IMPACT**

There is no cost associated with the approval of the amended Memorandum of Agreement. There is a potential cost to continue participation in the RTIIS that may occur later in 2012. Potentially the cost for maintenance of the system could be divided among the forty-seven participating agencies based on an as yet undetermined funding model. If this were to occur we would once again make council aware of any Bell funding requirements.

Submitted by:



Steve Belcher  
Interim Chief of Police

Attachment:

- Memorandum of Agreement and signature page
- Memorandum of Agreement showing edits to the 2007 Agreement

**MEMORANDUM OF AGREEMENT**  
**FOR THE**  
**LOS ANGELES REGIONAL INTEGRATED LAW AND JUSTICE**  
**PROJECT**  
**AMONG THE**  
**REGIONAL TERRORISM INTELLIGENCE AND INTEGRATION**  
**SYSTEM PARTICIPATING AGENCIES**

**I) Overview**

- a) **Background:** The mission of the Los Angeles Regional Integrated Law and Justice Project ("LARILJP") is to coordinate the development and implementation of a regional justice information sharing system that will allow law enforcement agencies throughout Los Angeles County, **as well as law enforcement agencies in other regions of the State and beyond which have entered into Intergovernmental Agreements (IGA's)**, to share information in their case and records management systems. The goal is to protect the total community by efficiently and effectively providing accessible, accurate information for the speedy investigation and apprehension of terrorists and other law violators. The sharing of information shall be achieved through the COPLINK System ("COPLINK"). A "Contractor" (currently **"i2"**) shall install and maintain COPLINK.
- b) **Intended Benefits:** By sharing public safety information, LARILJP participating agencies **and other participating agencies as approved through IGA's** ("Agencies" or Agency") will be able to improve their responses to terrorism and community crime. COPLINK provides sophisticated analytical tools that will allow authorized users to discover links and relationships by providing consolidated data across Los Angeles County. This will allow Agencies to solve previously "unsolvable" incidents and investigate serial criminal activity.
- c) **Purpose:** The purpose of this agreement ("Agreement") is to outline conditions under which the Agencies will share and use information in COPLINK. By signing this Agreement, Agencies, as well as all individuals who operate or use COPLINK, agree to adhere to the guidelines specified in this Agreement.

## Regional Terrorism Intelligence and Integration System – COPLINK

### Memorandum of Agreement

- d) Agency Participation: The LARILJP is a cooperative venture of justice agencies in Los Angeles County, California. Any law enforcement agency in Los Angeles County may apply to participate in LARILJP. To participate in LARILJP and have access to COPLINK, an Agency applicant shall apply to the LARILJP Governance Committee by submitting a proposal that outlines its intended use of COPLINK, the type of data it intends to contribute, and any other information requested by the Governance Committee. A simple majority vote of approval of the Governance Committee is required to approve an Agency's participation in COPLINK. Once approved, each Agency will proactively cooperate with other participating Agencies, the Contractor, and its own system vendors and or maintenance contractors to facilitate:
- 1) Network access and connectivity
  - 2) Data extracts for engineering and testing purposes
  - 3) Production extracts
  - 4) Required modifications to their source systems
  - 5) Regular data updates as agreed to during the design process
  - 6) Timely review and approval of design documents and test results
- e) Agency Withdrawal: An Agency may withdraw from participation in COPLINK at any time by providing written notice to the LARILJP Governance Committee. If an Agency wishes its data withdrawn from COPLINK, the withdrawing Agency shall contact the Contractor and request data removal. The withdrawing Agency is responsible for the cost associated with the removal of its data from COPLINK.

## II) AUTHORIZED RELEASE OF INFORMATION

- a) Sharing of Information: Each Agency authorizes the release of information residing in its records management system to all users of COPLINK as permitted by law. It is the responsibility of each Agency to specify which data to share, as well as any special requirements that may apply to certain kinds of information. An Agency that does not want certain data made available from its records management system to COPLINK is responsible for placing the appropriate

**Regional Terrorism Intelligence and Integration System – COPLINK**

**Memorandum of Agreement**

restriction indicator on the underlying data in the agency's internal records management system or database.

**Under the authority of this Agreement, all RTIIS Member Agencies grant their authorization to the RTIIS Governance Committee and the Committee Chair for the limited purpose of executing IGA's as approved by the County Counsel acting as the Legal Representative of the RTIIS. When those Agreements are approved as authorized, they will not require further review or approval by each participating agency. Such IGA's shall have no material changes adversely affecting the participating agencies included in this Agreement.**

California law prohibits the release of victim information in specific sex related crimes, sealed juvenile records, and the release of summary criminal history to unauthorized persons.

- b) **Limitation on Information Sharing:** Information contributed by each Agency shall only be shared with or released to those Agencies that have entered into this Agreement **or any approved IGA**. Only authorized Agency employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK System.
- c) **Liability:** Each Agency is solely responsible for any and all liability, claim, administrative proceedings, losses, expenses or any injury, including death or damage of any kind whatsoever, whether actual, alleged or threatened, including actual attorney fees, court costs, interest, defense costs and expenses associated there with including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the Agency's use of the COPLINK system and/or its performance under this Agreement.
- d) **Indemnification:** ~~Each Agency executing this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agency parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement, to the same extent that such~~

## **Regional Terrorism Intelligence and Integration System – COPLINK**

### **Memorandum of Agreement**

~~liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, the COPLINK maintenance contractor, each Agency, and other participating agencies as approved through IGA's shall indemnify, hold harmless, and defend each other, and the officers, agents and employees of each other, from and against any and all liability, claims, administrative proceedings, losses, expenses, or any injury, including death, or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorneys fees, court costs, interest, defense costs and expenses associated therewith including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the performance of this Agreement, including the use or alleged or actual misuse of the COPLINK system by the Agency and its employees. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Agency executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.~~

- e) **Internal Audit**: Each Agency shall name a System Administrator, who shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit.

### **III) INFORMATION OWNERSHIP**

- a) **Ownership**: Each Agency retains control of all information it provides through COPLINK. Each Agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency shall use its best efforts to insure the completeness and accuracy of its source data.
- b) **Unauthorized Requests**: Requests for information in COPLINK that is not authorized for viewing will be referred to the Agency that authored or originated the requested information ("Source Agency").
- c) **Prohibition Against Release of Information**: No Agency nor Authorized User shall release or make available any information it has accessed to any person or entity not authorized to access the COPLINK system, or to any third party without the prior written approval of the Source Agency, or as required by law.

## **Regional Terrorism Intelligence and Integration System – COPLINK**

### **Memorandum of Agreement**

- d) **Public Record Requests, Subpoenas and Court Orders:** Any Agency receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK authored by or originated by another Agency shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency System Administrator.

#### **IV) UNDERSTANDING ON ACCURACY OF INFORMATION**

- a) **Accuracy of Information:** Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise from multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b) **Timeliness of Information:** Each Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency's data.
- c) **Hold Harmless:** To the extent permitted by law, Agencies agree to hold Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

#### **V) USER ACCESS**

- a) **Login Application Process:** Each Agency's System Administrator is responsible for management of user accounts at that Agency. Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate purposes. Each potential user shall submit a

**Regional Terrorism Intelligence and Integration System – COPLINK**

**Memorandum of Agreement**

request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

- b) **Login Assignment**: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c) **Provision of Agreement**: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system.
- d) **Intended Use**: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the mission of the LARILJP. Authorized Users acknowledge that the information COPLINK will be shared and used for authorize purposes only as permitted by law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.
- e) **Limitations on Use of Logons**: An Authorized User may not access COPLINK by using a name or password that was assigned to another user. An authorized User cannot give his or her password to another person, including another user, to access the system.
- f) **Audit Trail**: Each transaction on COPLINK is logged and an audit trail is created. Each Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing by the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- g) **Termination of Logins**: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, fail to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

**VI) CONFIDENTIALITY OF INFORMATION**

## Regional Terrorism Intelligence and Integration System – COPLINK

### Memorandum of Agreement

- a) Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. The Information will otherwise be kept confidential.
- b) Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- c) Removal or Expungement of Records: LARILJP shall determine a schedule for record deletion, removal expungement, and other edits. Any Agency that seeks to edit a record sooner than the scheduled time shall contact the Contractor directly and arrange for the change to be manually processed.

### **VII) SYSTEM ACCESS**

- a) Network Access: Access to COPLINK will be provided by a private network maintained by the Los Angeles County Sheriff's Department or any other secure network configuration that is mutually acceptable to the member agencies or others with which an approved IGA has been executed.
- b) System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

### **VIII) SYSTEM MAINTENANCE**

- a) Under the authority of this Agreement, all RTIIS Member Agencies grant their authorization to the RTIIS Governance Committee and the Committee Chair for the limited purpose of implementing a business model or funding mechanism for ongoing maintenance of the RTIIS system. Upon that business model or funding mechanism being identified, it may be implemented without further review or approval by each participating agency, to sustain the integrity of the RTIIS system.

## Regional Terrorism Intelligence and Integration System – COPLINK

### Memorandum of Agreement

#### IX) AGREEMENT TERMS

- a) Term: This agreement will commence on the date that it is adopted by the first LARILJP participating Agency, and shall last until the last Agency withdraws, pursuant to section i.e. of this agreement.
- b) Changes to Agreement: Additional law enforcement agencies may be added to LARILJP by signing an amended copy of the Agreement, accepting its terms and conditions, and obtaining an approval by a simple majority of the LARILJP Governance Committee. Based on ongoing monitoring of COPLINK, Agencies may propose other changes to this Agreement. Such proposals require the approval of a simple majority of the participating Agencies.
- c) Supplemental Policies: An Agency may add individual guidelines for its own computers or networks providing they do not conflict with the provisions of this agreement.
- d) Sanctions for Non-Compliance: Any Agency that violates the guidelines of this may be disconnected from the COPLINK system. The Agency will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. All disputes concerning access shall be determined by a simple majority vote of the LARILJP Governance Committee.

#### X) SIGN-OFF EXECUTION OF AGREEMENT

By executing this agreement, each Agency acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. **The individual executing this Agreement certifies that the person signing it is authorized by its Party to bind the represented agency to the terms and conditions of this amended Agreement.** This Memorandum of Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Los Angeles **County Police Chiefs' Association.** For all other purposes, facsimile signatures are acceptable as originals.

**Regional Terrorism Intelligence and Integration System - COPLINK  
Memorandum of Agreement**

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CITY OF BELL, CALIFORNIA



\_\_\_\_\_  
City Representative

06-23-2008  
Date



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

7-7-08  
Date

**MEMORANDUM OF AGREEMENT**  
**FOR THE**  
**LOS ANGELES REGIONAL INTEGRATED LAW AND JUSTICE**  
**PROJECT**  
**AMONG THE**  
**REGIONAL TERRORISM INTELLIGENCE AND INTEGRATION**  
**SYSTEM PARTICIPATING AGENCIES**

**I) Overview**

- a) Background: The mission of the Los Angeles Regional Integrated Law and Justice Project ("LARILJP") is to coordinate the development and implementation of a regional justice information sharing system that will allow law enforcement agencies throughout Los Angeles County, as well as law enforcement agencies in other regions of the State and beyond which have entered into Intergovernmental Agreements (IGA's), to share information in their case and records management systems. The goal is to protect the total community by efficiently and effectively providing accessible, accurate information for the speedy investigation and apprehension of terrorists and other law violators. The sharing of information shall be achieved through the COPLINK System ("COPLINK"). A "Contractor" (currently "i2") shall install and maintain COPLINK.
- b) Intended Benefits: By sharing public safety information, LARILJP participating agencies and other participating agencies as approved through IGA's ("Agencies" or Agency") will be able to improve their responses to terrorism and community crime. COPLINK provides sophisticated analytical tools that will allow authorized users to discover links and relationships by providing consolidated data across Los Angeles County. This will allow Agencies to solve previously "unsolvable" incidents and investigate serial criminal activity.
- c) Purpose: The purpose of this agreement ("Agreement") is to outline conditions under which the Agencies will share and use information in COPLINK. By signing this Agreement, Agencies, as well as all individuals who operate or use COPLINK, agree to adhere to the guidelines specified in this Agreement.
- d) Agency Participation: The LARILJP is a cooperative venture of justice agencies in Los Angeles County, California. Any law enforcement agency in Los Angeles County may apply to participate in LARILJP. To participate in LARILJP and have

## **Regional Terrorism Intelligence and Integration System – COPLINK**

### **Memorandum of Agreement**

access to COPLINK, an Agency applicant shall apply to the LARILJP Governance Committee by submitting a proposal that outlines its intended use of COPLINK, the type of data it intends to contribute, and any other information requested by the Governance Committee. A simple majority vote of approval of the Governance Committee is required to approve an Agency's participation in COPLINK. Once approved, each Agency will proactively cooperate with other participating Agencies, the Contractor, and its own system vendors and or maintenance contractors to facilitate:

- 1) Network access and connectivity
  - 2) Data extracts for engineering and testing purposes
  - 3) Production extracts
  - 4) Required modifications to their source systems
  - 5) Regular data updates as agreed to during the design process
  - 6) Timely review and approval of design documents and test results
- e) Agency Withdrawal: An Agency may withdraw from participation in COPLINK at any time by providing written notice to the LARILJP Governance Committee. If an Agency wishes its data withdrawn from COPLINK, the withdrawing Agency shall contact the Contractor and request data removal. The withdrawing Agency is responsible for the cost associated with the removal of its data from COPLINK.

## **II) AUTHORIZED RELEASE OF INFORMATION**

- a) Sharing of Information: Each Agency authorizes the release of information residing in its records management system to all users of COPLINK as permitted by law. It is the responsibility of each Agency to specify which data to share, as well as any special requirements that may apply to certain kinds of information. An Agency that does not want certain data made available from its records management system to COPLINK is responsible for placing the appropriate restriction indicator on the underlying data in the agency's internal records management system or database.

Under the authority of this Agreement, all RTIIS Member Agencies grant their authorization to the RTIIS Governance Committee and the Committee Chair for the limited purpose of executing IGA's as approved by the County Counsel acting

## Regional Terrorism Intelligence and Integration System – COPLINK

### Memorandum of Agreement

as the Legal Representative of the RTIIS. When those Agreements are approved as authorized, they will not require further review or approval by each participating agency. Such IGA's shall have no material changes adversely affecting the participating agencies included in this Agreement.

California law prohibits the release of victim information in specific sex related crimes, sealed juvenile records, and the release of summary criminal history to unauthorized persons.

- b) Limitation on Information Sharing: Information contributed by each Agency shall only be shared with or released to those Agencies that have entered into this Agreement or any approved IGA. Only authorized Agency employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK System.
- c) Liability: Each Agency is solely responsible for any and all liability, claim, administrative proceedings, losses, expenses or any injury, including death or damage of any kind whatsoever, whether actual, alleged or threatened, including actual attorney fees, court costs, interest, defense costs and expenses associated there with including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of the Agency's use of the COPLINK system and/or its performance under this Agreement.
- d) Internal Audit: Each Agency shall name a System Administrator, who shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit.

### **III) INFORMATION OWNERSHIP**

- a) Ownership: Each Agency retains control of all information it provides through COPLINK. Each Agency is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency shall use its best efforts to insure the completeness and accuracy of its source data.

## **Regional Terrorism Intelligence and Integration System – COPLINK**

### **Memorandum of Agreement**

- b) **Unauthorized Requests**: Requests for information in COPLINK that is not authorized for viewing will be referred to the Agency that authored or originated the requested information ("Source Agency").
- c) **Prohibition Against Release of Information**: No Agency nor Authorized User shall release or make available any information it has accessed to any person or entity not authorized to access the COPLINK system, or to any third party without the prior written approval of the Source Agency, or as required by law.
- d) **Public Record Requests, Subpoenas and Court Orders**: Any Agency receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK authored by or originated by another Agency shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency System Administrator.

#### **IV) UNDERSTANDING ON ACCURACY OF INFORMATION**

- a) **Accuracy of Information**: Agencies agree that the data maintained in COPLINK consists of information assumed to be accurate. Agencies will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise from multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b) **Timeliness of Information**: Each Agency shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agencies recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency's data.
- c) **Hold Harmless**: To the extent permitted by law, Agencies agree to hold Source Agencies harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information

## Regional Terrorism Intelligence and Integration System – COPLINK

### Memorandum of Agreement

contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

#### **V) USER ACCESS**

- a) Login Application Process: Each Agency's System Administrator is responsible for management of user accounts at that Agency. Each Agency agrees that all Authorized Users shall be current employees and be authorized to review criminal history data for legitimate purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.
- b) Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c) Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system.
- d) Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the mission of the LARILJP. Authorized Users acknowledge that the information COPLINK will be shared and used for authorize purposes only as permitted by law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.
- e) Limitations on Use of Logons: An Authorized User may not access COPLINK by using a name or password that was assigned to another user. An authorized User cannot give his or her password to another person, including another user, to access the system.
- f) Audit Trail: Each transaction on COPLINK is logged and an audit trail is created. Each Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing by the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.

## **Regional Terrorism Intelligence and Integration System – COPLINK**

### **Memorandum of Agreement**

- g) Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, fail to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

#### **VI) CONFIDENTIALITY OF INFORMATION**

- a) Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. The Information will otherwise be kept confidential.
- b) Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall not release that information, but may refer the requestor to the Source Agency.
- c) Removal or Expungement of Records: LARILJP shall determine a schedule for record deletion, removal expungement, and other edits. Any Agency that seeks to edit a record sooner than the scheduled time shall contact the Contractor directly and arrange for the change to be manually processed.

#### **VII) SYSTEM ACCESS**

- a) Network Access: Access to COPLINK will be provided by a private network maintained by the Los Angeles County Sheriff's Department or any other secure network configuration that is mutually acceptable to the member agencies or others with which an approved IGA has been executed.
- b) System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

#### **VIII) SYSTEM MAINTENANCE**

- a) Under the authority of this Agreement, all RTIIS Member Agencies grant their authorization to the RTIIS Governance Committee and the Committee Chair for the limited purpose of implementing a business model or funding mechanism for ongoing maintenance of the RTIIS system. Upon that business model or funding mechanism being identified, it may be implemented without further review or approval by each participating agency, to sustain the integrity of the RTIIS system.

## Regional Terrorism Intelligence and Integration System – COPLINK

### Memorandum of Agreement

#### IX) AGREEMENT TERMS

- a) Term: This agreement will commence on the date that it is adopted by the first LARILJP participating Agency, and shall last until the last Agency withdraws, pursuant to section i.e. of this agreement.
- b) Changes to Agreement: Additional law enforcement agencies may be added to LARILJP by signing an amended copy of the Agreement, accepting its terms and conditions, and obtaining an approval by a simple majority of the LARILJP Governance Committee. Based on ongoing monitoring of COPLINK, Agencies may propose other changes to this Agreement. Such proposals require the approval of a simple majority of the participating Agencies.
- c) Supplemental Policies: An Agency may add individual guidelines for its own computers or networks providing they do not conflict with the provisions of this agreement.
- d) Sanctions for Non-Compliance: Any Agency that violates the guidelines of this may be disconnected from the COPLINK system. The Agency will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. All disputes concerning access shall be determined by a simple majority vote of the LARILJP Governance Committee.

#### X) SIGN-OFF EXECUTION OF AGREEMENT

By executing this agreement, each Agency acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The individual executing this Agreement certifies that the person signing it is authorized by its Party to bind the represented agency to the terms and conditions of this amended Agreement. This Memorandum of Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with the Los Angeles County Police Chiefs' Association. For all other purposes, facsimile signatures are acceptable as originals.

**Regional Terrorism Intelligence and Integration System – COPLINK**

**Memorandum of Agreement**

CITY OF BELL

\_\_\_\_\_  
City Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**City of Bell  
Agenda Report**

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DATE: March 7, 2012

TO: Chairman and Members of the Bell Community Housing Authority Board of Commissioners

FROM: Debra Kurita, Interim Community Services Director

APPROVED  
BY:

  
\_\_\_\_\_  
Arne Croce, Interim Chief Administrative Officer

SUBJECT: Florence Village After-hours Caretaker Agreement with Martha Fonseca

**RECOMMENDATION:**

Approve an agreement with Martha Fonseca for After-hours Caretaker Services at Florence Village Mobile Home Park

**BACKGROUND AND DISCUSSION:**

In 1995 the Bell Community Housing Authority (BCHA) issued bonds and acquired the Bell Mobile Home Park, located at 4874 Gage Ave and the properties that constitute the Florence Village Mobile Home Park, located at 5162-5246 Florence Avenue. In November 2010, the management and operations of the mobile home parks was assigned to staff of the Community Services Department; prior to that time, this function was performed by a contract property management firm. To supplement the City staff in maintaining the properties and providing direct service to the tenants, BCHA contracts with individuals to provide after-hour caretaking services in each park.

Ms. Martha Fonseca is a resident of the Florence Village Mobile Home Park and was selected through an open competitive process to perform these duties. The agreement provides that Ms. Fonseca will be available for park residents for any park-related issues or emergencies in the evenings and during the weekend. She will also open and close the common areas daily, check the bathroom facilities daily, and service the pool on the weekend. As compensation for these duties, the proposed agreement provides for payment of \$585 on a monthly basis. This amount is the same as that provided to the after-hours caretaker at the Bell Mobile Home Park.

**FINANCIAL IMPACT**

Funds for this agreement will be available in the Bell Community Housing Authority account for Assistant Managers for the Florence Village Mobile Home Park (account no. 90-521-0300-0101.) There is no impact on the General Fund.

AGENDA ITEM NO.

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**CITY OF BELL**

**CONTRACT SERVICES AGREEMENT WITH MARTHA FONSECA FOR  
AFTERHOURS CARETAKER FOR FLORENCE VILLAGE MOBILE HOME PARK**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this \_\_\_\_\_ day of February, 2012, by and between the CITY OF BELL, a California municipal corporation herein ("City") and MARTHA FONSECA (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONTRACTOR**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. 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 services required by the Agreement.

1.4 Warranty. Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence. Contractor warrants all work under the Agreement to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or nonconformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at his sole cost and expense. The 1-year warranty may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" section in Exhibit "B" and incorporated herein by this reference. In the event of a conflict between Exhibit "B" and any other provision of this Agreement, the provisions of Exhibit "B" shall govern.

## 2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ten-thousand five-hundred thirty dollars (\$10,530). ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum, but not exceeding a totally contract amount of \$25,000 or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City.

2.4 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall determine the applicable prevailing rates and make copies of the

prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The provisions of this Section may be waived in Exhibit "B" if inapplicable to the serves provided hereunder.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. [Not applicable]

3.3 Force Majeure. The time in which to perform the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Agency, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer'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.

3.4 Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Article 5, pertaining to indemnification and insurance, respectively.

3.5 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding eighteen (18) months from the date hereof.

### **4. COORDINATION OF WORK**

4.1 Representative of Contractor. [Not applicable]

4.2 Contract Officer. DEBRA KURITA is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

## 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. [Not applicable]

5.2 Indemnification. To the full extent provided by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents against, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work or services of Contractor, its officers, agents, employees, agents, subcontractors, or invitees, provided for herein ("indemnitors"), or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except claims or liabilities to the extent caused by the negligence or willful misconduct of the City indemnitees.

5.3 General Insurance Requirements. [Not applicable]

## 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. [Not applicable]

6.2 Reports. [Not applicable]

## 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in

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relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total

cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## 8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Bell City Hall, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF BELL, a municipal corporation

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
David Aleshire, City Attorney

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: MARTHA FONSECA

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[END OF SIGNATURES]

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

FLORENCE VILLAGE MOBILE HOME PARK AFTER HOURS AND WEEKEND RELIEF  
RESIDENT MANAGER

- I. All of the services described in this section shall be provided as follows by the after hours and weekend relief resident manager at Florence Village Mobile Home Park ("Park"):**

**Park Office:**

- Contractor shall be available after hours every Monday evening at 5:00 p.m. through Friday morning at 8:30 a.m. After hours are from 5:00 p.m. - 8:30 a.m. Contractor shall be available for Park residents for any Park-related issues or emergencies. Contractor shall brief the Manager at the beginning of the work day verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose after hours for resolution by the Florence Village Mobile Home Park manager.
- Contractor shall also provide weekend relief to the Florence Village Mobile Home Park Resident Manager (the "Manager") every weekend. Weekend hours are from 5:00 p.m. on Friday to 8:30 a.m. on Monday. During weekend hours, Contractor shall be available for Park residents for any Park-related issues or emergencies. Contractor shall brief the Manager every Monday morning verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose over the weekend
- Contractor shall be familiar with the Rules and Regulations for the Florence Village Mobile Home Park and shall have the legal right and authority to enforce the Rules and Regulations on behalf of the owner.
- In the event that the Manager is unavailable, Contractor shall provide briefing and notice as required in this section to Christina Peña or the designated City of Bell employee charged with oversight of City-owned mobile home parks.

**Shower and Bathroom Facility:**

- Check bathroom facilities each evening to ensure that the facilities are not being used as living quarters.

**Laundry facilities:**

- Open and close all common areas, including Laundry Facilities, every day, when on duty. Laundry Facilities are open daily from 7 a.m. to 9 p.m.

**Pool and Spa:**

- Contractor should check the water level in the pool and spa to ensure it is above water line. Contractor should add water accordingly as needed when water line is below water level.
- Weekends only, Contractor shall check chlorine level on both Pool and Spa and add Chlorine as needed to ensure chlorine levels are in compliance with state regulations.

**General/Other:**

- Contractor shall be familiar with California Mobile Home Residency Law, Civ. Code § 798 et seq., and shall at all times comply with the requirements of the California Mobile Home Residency Law.

**II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City: [Not applicable]**

**III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**

- A. Contractor shall brief the Manager every Monday morning verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose over the weekend.
- B. From Tuesday through Friday, Contractor shall brief the Manager at the beginning of the Manager's work day verbally and in writing of all complaints, incidents, needed repairs, maintenance issues, and safety concerns that arose after hours.

**IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

Section 1.2 is hereby amended to read as follows:

“1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations pertaining to mobile home parks and special occupancy vehicle parks, including the Mobile Home Residency Law, Civ. Code § 798 et seq.”

Section 1.4 is hereby amended to read as follows:

“1.4 Liquidated Damages. Contractor shall adopt reasonable methods during the life of the Agreement to furnish the services rendered pursuant to this Agreement in a manner acceptable to the City. Contractor agrees to remedy, to the satisfaction of the Contract Officer, and all deficiencies in the performance of services within 24 hours of written notification of such deficiency. In the event of continuing deficiencies, the Contract Officer shall provide Contractor with a written notice of deficiency, and Contractor shall cure same within 24 hours. After 3 written notices of deficiency within any quarter, the City, through the Contract Officer, shall be entitled to deduct from the amount of the next monthly invoice twenty-five dollars (\$25) per deficiency.”

Section 2.6 is hereby added and provides:

“2.6 Payment of taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.”

Section 6.3 is hereby added and provides:

“6.3 Confidentiality of Records. City and Contractor agree that, until final approval by City, all books and records are confidential and will not be released to third parties without prior written consent of both parties.”

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

- I. Contractor shall perform all services timely as set forth in Exhibit "A".**
- II. The total compensation for the Services shall be \$585 per month, subject to the maximum contract amount as provided in Section 2.1 of this Agreement. No rental credit will be given in lieu of payment. Contractor shall be compensated on a monthly basis.**
- III. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
  - A. A line item for labor charged to the Services.**
  - B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**

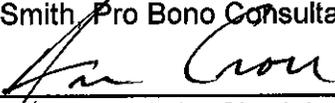
**City of Bell  
Agenda Report**

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DATE: March 7, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Bill Smith, Pro Bono Consultant

APPROVED BY:   
Arne Croce, Interim City Administrative Officer

SUBJECT: Solid Waste and Recycling Request for Proposals and Franchise Agreement

**RECOMMENDATION**

1. Approve the Request for Proposals (RFP) and included Franchise Agreement and authorize immediate publication.
2. Approve an amendment to the current franchise agreement with Consolidated Disposal for a short term extension in the event the July 1, 2012 scheduled startup date of the new franchise cannot be met.

**BACKGROUND**

This action constitutes a major step in a long and complicated process concerning one of the major contracts entered into by the City. A pro bono consultant started work in October 2011 to gather information of solid waste franchises and develop a preliminary RFP. The City conducted a community meeting on solid waste service on February 8, 2012 and reviewed key elements recommended for inclusion in the RFP and Franchise Agreement at the February 15, 2012 Council meeting.

The consultant team now includes Mr. Mike Balliet and Mr. Jeff Duhamel of Waste Systems Management, L.L.C., who both have added immeasurably to this effort. Waste Systems Management has extensive experience in preparing solid waste RFPs and auditing the performance and financial terms of franchisees. The team has worked closely with the Chief Administrative Officer and the City Attorney to bring these documents to the Council. These documents delineate a comprehensive solid waste hauling and recycling system that addresses all of the complicated legal, environmental, operational, financial, and administrative challenges that face all local governments in California today. From a citizen perspective, we expect a seamless transition to occur on July 1, 2012, when the new agreement becomes effective, improved service and lower rates for Bell residents and businesses than the current franchise agreement.

The recommended RFP provides for franchise selection criteria; staff envisions a screening committee of two council members and staff assisted by the consultant team to review all submittals and make a recommendation to the City Council. The deadline for proposals is May 1, 2012 and a recommendation is expected for your Council meeting on May 16, 2012.

## KEY FEATURES

Following is a summary of key features contained in the recommended RFP and Franchise Agreement.

### **Exclusive Franchise**

The documents provide for the continuation of exclusive franchise for the selected provider to collect residential and commercial waste in the City of Bell. An exclusive franchise provides a more attractive opportunity for prospective bidders and will increase the competitiveness of the process and maximize the opportunity for lower rates.

### **Direct Billing**

The documents provide that the franchisee bill all accounts. This would conclude the present practice of charging residential property owners for this service on the property tax as separate assessments for sanitation and recycling.

### **Rates**

The current cost to single-family properties through the tax assessments is \$26.95 per month. The assessments include \$16.34 remitted to Consolidated Disposal for direct refuse service and \$10.61 to the City for other services and charges. The other services funded through the property assessments are: a portion of street sweeping, bus shelter cleaning, commercial area sidewalk cleaning, compliance with AB 939 recycling mandates and solid waste related code enforcement. In previous years, the charges also supported salaries for City administrative personnel.

Under the proposed agreement, the direct cost for solid waste collection and disposal will be bid by each proposer. Given the current climate and the recent experience of other cities, the new rate may be less than the current rate.

The recommended agreement incorporates street sweeping, commercial sidewalk cleaning, related code enforcement and costs associated with meeting the federal requirements of the National Pollution Discharge Elimination System (NPDES) program into a 10% NPDES surcharge on the basic waste collection bill. Additionally, separate payments totaling 3% will be required from the selected company for AB 939 recycling costs, auditing fees, and hazardous waste fees. Currently the solid waste provider pays the City a franchise fee of 10% on commercial gross receipts. Consistent with the prevailing practice of cities, the new agreement applies the franchise fee to all gross receipts. The franchise fee is paid by the contractor to offset the impact of solid waste collection on city streets.

The monthly cost per single family residence of the new fee structure for charges beyond the basic collection and disposal service, assuming the current basic monthly rate of \$16.34 would be approximately \$3.75 per month compared to the current \$10.61. The monthly cost should further be reduced by the recommendation that the City use the substantial reserves in the property assessment funds to purchase the collection carts to be used in the new franchise (see below) and the expectation that the basic rates bid may be lower than the current \$16.34. Although the exact rates will not be known until the bids are received, the new agreement will result in a substantial reduction in the overall charge to residents.

### **Delinquent Accounts**

Delinquent accounts must be given at least three monthly written notices (late charge penalties apply). Bidders are asked to bid two rates: one which allows delinquencies to be placed on the property tax bill and one without this option. The City Council can evaluate both options.

### **Rate Adjustments**

Proposers will submit a maximum rate schedule for the year July 1, 2012 through June 30, 2013. These rates may be adjusted commencing July 1, 2013 and annually thereafter in two components: the collection component and the disposal component. The collection component may be adjusted to reflect up to 90% of the "Percentage Change of the Consumer Price Index for Los Angeles" with an annual maximum of 3%. The disposal component shall be adjusted only for increased costs to the Franchisee from a landfill, transfer station, and/or transformation facility tipping fee increases." The disposal fee has historically been approximately 30% of the total cost to residents and businesses. Major increases in disposal fees are expected with the closure of the Puente Hills landfill in 2013.

### **Collection Schedule**

The current hauler (CDS) collects residential trash on Fridays except on approved holidays. The proposers may propose different days, but will need the Chief Administrative Officer's approval for all aspects of the schedule. Commercial collections may take place Monday through Saturday.

### **Recycling**

Consistent with newly adopted state law (AB 341) commercial and multi-family customers are required to recycle.

### **Carts (Totes)**

Residential carts shall consist of three, two wheeled containers with a 95 gallon capacity for refuse, a 64 gallon capacity for recyclables, and a 64 gallon capacity for green waste. Multi-family and commercial units may request carts in lieu of bins if they can show appropriate use. The City is the final arbiter in case of disputes.

### **Initial Purchase of Carts**

The recommended documents call for the City to purchase the initial distribution of carts. This is a sizable consideration, for each residential unit receives three carts which will cost approximately \$60 each making this a \$1.2 million dollar total expenditure. The money for this allocation should come from the Solid Waste and Recycling Funds (Funds 08 and 10) which had an estimated combined unassigned fund balance of \$1.7 million as of June 30, 2011. These funds were accumulated from the property tax assessments and cannot be used for purposes other than for which they were collected. This expenditure will assist in the very short time line the City has available with the expiration of the current contract on June 30, 2012, for haulers need a long lead time for the production of these carts. Purchase will also result in a monthly rate reduction estimated at approximately \$1.50 for single family residences.

### **Bulky Items**

The current franchise agreement requires 24 hour notice for bulky item pick up, although the practice is to allow them on all collection days. Continuation of that practice, the consultants feel, will increase the proposed rates significantly. At the last City Council meeting the draft RFP called for four (4) pickups per year. The new proposal, before you, increases that to twelve (12) per year or once per month on a scheduled pick up day. Bulky items abandoned in the streets or public areas are addressed and must be picked up by the franchisee within twenty four (24) hours after notice by the City. The RFP asks proposers to bid a rate that includes a daily "roving" bulky item truck for those items that are not picked up on a scheduled basis and a rate without this service. Inclusion of this service will eliminate the need for City Code Compliance personnel to pick up bulky items.

### **Term**

The proposal is for a seven (7) year term with three (3), one (1) year extensions as options for both parties.

### **Customer Service**

The proposal has a comprehensive and extensive customer service requirement.

### **CONTINGENCY CONTRACT EXTENSION**

In September 2011, the City Council extended the current franchise with CDS through June of 2012. This extension provided the time the City would need to complete the RFP process and have a new franchise in place on July 1, 2012. If we maintain the current RFP schedule and proceed with the cart purchase this date can be achieved. However, given the complexity of the process and the potential for unforeseen circumstances, we are recommending the City have the option to extend the current franchise on a month-month basis for up to three months if necessary. CDS has agreed to this extension. The extension agreement is attached.

### **ATTACHMENTS**

Recommended RFP, including Franchise Agreement  
Recommended contingency contract extension

**AGREEMENT TO PROVIDE TEMPORARY SOLID WASTE SERVICES  
AMENDMENT 1**

This Agreement ("Temporary Agreement") is made and entered into effective as of March 7, 2011 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Consolidated Disposal Services, LLC, a wholly owned subsidiary of Republic Services, Inc., ("Contractor"). The City and Contractor are hereinafter collectively referred to as "Parties."

**RECITALS**

- A. City and Contractor entered into an Agreement to Provide Temporary Solid Waste Services effective September 1, 2011 hereinafter referred to as "Temporary Agreement," which granted Contractor an extension of their exclusive franchise for the collection, transportation, removal, and disposal of all solid waste generated within the City and for the conduct of a curbside recycling program ("Services") through June 30, 2012 to complete a competitive process for a new franchise agreement.
- B. The City is conducting the selection process and has determined that circumstances beyond the control of the City may require Contractor to maintain service beyond June 30, 2012.
- C. Contractor is willing to provide services to the City beyond June 30, 2012

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the Parties agree as follows:

**Section 1. Incorporation of Recitals by Reference**

The Recitals set forth above and the Temporary Solid Waste Agreement effective September 1, 2011 are incorporated herein by reference as if fully set forth herein.

**Section 2. Amendment to the Agreement.**

The Parties agree to amend the Agreement as follows:

- A. Section 2, "Temporary Agreement" is amended to read, in its entirety:

"This Temporary Agreement is for a fixed limited time to permit the completion of a public bidding process and shall be in effect only from September 1, 2011 to September 30, 2012, or such date as it may be mutually extended by the Parties, in writing. Notwithstanding the foregoing, beginning on June 1, 2012, the City may terminate this agreement with or without cause upon 30 days' written notice to Contractor."

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed the day and year first written above.

DATED: March \_\_\_, 2012

**CONSOLIDATED DISPOSAL SERVICES,  
LLC:**

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

DATED: March \_\_\_, 2012

**CITY OF BELL**

\_\_\_\_\_  
Arne Croce, Interim Chief Administrative Officer

**ATTEST:**

\_\_\_\_\_  
Pat Healy, Interim City Clerk

**APPROVED AS TO FORM:**

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

## AGREEMENT TO PROVIDE TEMPORARY SOLID WASTE SERVICES

This Agreement ("Temporary Agreement") is made and entered into effective as of September 1, 2011 ("Effective Date") by and between the City of Bell, a municipal corporation (the "City") and Consolidated Disposal Services, LLC, a wholly owned subsidiary of Republic Services, Inc., ("Contractor"). The City and Contractor are hereinafter collectively referred to as "Parties."

### RECITALS

- A. City and Contractor entered into that certain Exclusive Refuse Collection and Recycling Franchise Agreement effective January 18, 1995, hereinafter referred to as "Agreement," which granted Contractor an exclusive franchise for the collection, transportation, removal, and disposal of all solid waste generated within the City and for the conduct of a curbside recycling program ("Services").
- B. The preliminary term of the Agreement ended on June 30, 2000. City and Contractor entered into a First Amendment to Exclusive Franchise Agreement on October 5, 1998, which, among other items, established a "primary term" beginning on July 1, 2003.
- C. On February 24, 2005, the City provided Contractor with Notice of Non-Renewal of the Agreement, as a result of which the Agreement would have expired on February 28, 2011. By letter agreement between the City and Contractor dated February 28, 2011, attached hereto, the term of the Agreement was extended to no later than August 31, 2011.
- D. In 2010, significant political corruption was exposed in Bell which became a national scandal. The community demanded transparency, including transparency concerning long-term contractual relationships. After a recall campaign collected over 4,000 signatures, in March of this year, five new City Council members were elected, all having campaigned to bring transparency to City operations.
- E. The new City Council has determined to put a number of expired contracts through public bidding procedures and has asked existing contractors to continue providing services during such time.
- F. City and Contractor now desire to enter into this Temporary Agreement for Contractor to provide solid waste services on the same terms and conditions as provided in the prior Agreement, as amended, until the City completes a bid process for continuation of the solid waste franchise, which is a process in which Contractor will be allowed to participate with other potential bidders.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the Parties agree as follows:

Section 1. Incorporation of Recitals by Reference

The Recitals set forth above are incorporated herein by reference as if fully set forth herein.

Section 2. Temporary Agreement.

This Temporary Agreement is for a fixed limited time to permit the completion of a public bidding process and shall be in effect only from September 1, 2011 to June 30, 2012, or such date as it may be mutually extended by the Parties, in writing.

Section 3. Incorporation by Reference of Certain Provisions in the Prior Agreement, as Amended

All provisions of the Agreement, as amended, are hereby incorporated by reference and shall remain in full force and effect, with the exception of Section H, "Term," and any other provision inconsistent with the terms hereof.

Section 4. Waiver and Release.

As consideration for entering into this Temporary Agreement, and in conjunction with the City's agreement to allow Contractor to participate with other potential bidders in the City's forthcoming RFP process for the City's exclusive solid waste franchise, Contractor agrees to waive and release any and all claims or demands against the City, its officers, agents or employees, founded or asserted under any theory (i) that the Agreement remains in effect after August 31, 2011 for any reason whatsoever, (ii) that the 2005 Notice of Non-Renewal was invalid in any manner, (iii) that entering into this Temporary Agreement would result in the need for a new notice of non-renewal of any length of time, or (iv) or that this Temporary Agreement shall be in effect for any reason whatsoever after June 30, 2012, or such date as it may be mutually extended by the Parties in writing.

This waiver and release shall be liberally construed to effectuate its terms. The Parties agree that the City, based on events of the past year, have good reason to want to bring transparency to its operations by utilizing competitive bid procedures. Contractor is prepared to compete in such process and have its future in providing services determined by a fair and open process and will not interfere with such process by arguing for any pre-existing contract right, or use such arguments to gain advantage in such competition.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed the day and year first written above.

[Signatures on the following page]

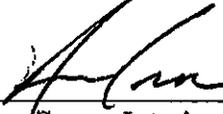
DATED: October \_\_, 2011

**CONSOLIDATED DISPOSAL SERVICES,  
LLC:**

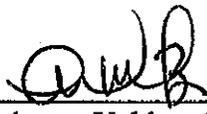
KURT BRATTON  
By: 

DATED: October 24, 2011

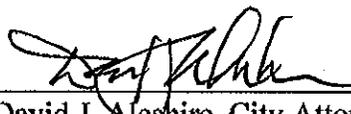
**CITY OF BELL**

  
Arne Croce, Interim Chief Administrative Officer

**ATTEST:**

  
Rebecca Valdez, City Clerk

**APPROVED AS TO FORM:**

  
David J. Aleshire, City Attorney

# CITY OF BELL

## REQUEST FOR PROPOSAL



### SOLID WASTE AND RECYCLING COLLECTION SERVICES

RFP No. 2012-\_\_

Submittal Deadline: May 1<sup>st</sup>, 2012

PLEASE NOTE: MANDATORY PRE-BID MEETING

57-1

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## INTRODUCTION

The City of Bell ("City") is requesting proposals from qualified solid waste and recycling companies to provide solid waste collection, transportation, recycling and disposal services. It is the City's intent to enter into one exclusive franchise agreement for residential, commercial and industrial solid waste collection services. The anticipated service start date for a new collection service franchise agreement is July 1, 2012.

Specifically, the City is interested in receiving proposals for an exclusive franchise Agreement that will encompass residential, multi-family, commercial/industrial, and temporary bin/box accounts. The specific services and contract terms are set forth in this document and in the Draft Franchise Agreement, which together make up the Request for Proposal (RFP.) Prospective proposers should examine these documents in detail in order to understand the services being requested.

The successful firm will have presented an accurate representation of the firm's experience and expertise in the collection, processing, diversion and disposal of municipal solid waste generated in the residential, multi-family, commercial and industrial sectors.

The City seeks a firm that offers a rate stabilization program providing long-term landfill capacity and waste diversion through source collection and mixed waste processing while meeting all the diversion requirements of the State of California.

### **The City's objectives for the solid waste collection and recycling services are to:**

- Provide a cost-effective, environmentally sound, and efficient solid waste management system, which includes mandatory collection of solid waste and recyclable materials.
- Preserve the environment and protect the health, safety and quality of life for Bell residents by utilizing fully automated AQMD (Alternative Fueled) compliant vehicles and trained operators.
- Comply with State of California Assembly Bill 939, known as the California Integrated Waste Management Act of 1989, which requires jurisdictions to divert from disposal in landfills 50% of the solid waste generated within the City, AB 341, which mandates commercial recycling or processing, SB 1374, mandatory construction and demolition debris diversion program(s) and all other State and federal mandates during the term of the Franchise Agreement.
- Participate in the City of Bell as an exemplary corporate citizen by supporting local non-profit organizations and serving as a member of the community.
- Provide a long-term solid waste diversion and disposal program that includes a rate stabilization program, landfill disposal capacity, green waste diversion and increased diversion rates in the residential, commercial and construction/demolition debris sectors.

**Summary of Proposed Services**

A description of all service requirements and related stipulations is included in Articles 3, 5, 6, and 7 of the attached draft franchise agreement. The table below briefly describes the services the City is seeking from qualified firms.

<b>Service Sector</b>	<b>Service Description</b>
<b>Residential Cart Customers</b>	<ul style="list-style-type: none"> <li>• 95-Gallon Automated Refuse Collection</li> <li>• 64-Gallon Automated Recyclables Collection</li> <li>• 64-Gallon Automated Green Waste Collection</li> <li>• Temporary Bin and Box Collection</li> <li>• Bulky Item Collection</li> <li>• Electronic Waste &amp; Universal Waste Collection</li> <li>• Sharps Collection</li> <li>• Holiday Tree Collection</li> <li>• Disabled/Senior Collection</li> <li>• Waste-to-Energy Residue</li> </ul>
<b>Multi-Family Customers</b>	<ul style="list-style-type: none"> <li>• Optional Automated Refuse, Recyclable Collection</li> <li>• Standard 2 and 3 Yard Bin Service</li> <li>• On-Call Bulky Item Collection</li> <li>• Holiday Tree Collection</li> <li>• Electronic Waste &amp; Universal Waste Collection</li> <li>• Sharps Collection</li> <li>• Mixed Waste Processing</li> </ul>
<b>Commercial Customers/Industrial</b>	<ul style="list-style-type: none"> <li>• Bin Services: 2 and 3 Yard Bin Service</li> <li>• Roll-Off Services</li> <li>• Material Recovery Processing</li> </ul>
<b>City Facility Services</b>	<ul style="list-style-type: none"> <li>• Refuse, Recycling and Green Waste Collection</li> <li>• Temporary Bin and Box Services (Special Events)</li> <li>• Bulky-Item Rover Service</li> <li>• Bus Stop and Park Collection</li> <li>• Alley and Abandoned Item Collection</li> </ul>
<b>Construction Demolition</b>	<ul style="list-style-type: none"> <li>• Mixed Waste Processing</li> </ul>

**Proposal Submittal Date and Review**

The Office of the City Clerk at Bell City Hall, located at 6330 Pine Avenue Bell, CA 90201 no later than 10:30 a.m. May 1, 2012, will receive sealed proposals. Firms must submit nine (9) complete copies of their proposal, one (1) original with wet signatures and eight (8) copies.

The received proposals will become part of the official files of the City of Bell and will not be returned. Late proposals will not be accepted. The RFP package must be sealed and labeled as follows:

**Proposal for Solid Waste and Recycling Collection Services – SEALED**

**Award**

All proposals will be reviewed to determine conformance with the RFP requirements, form and content. Any proposal deemed incomplete, conditional, or non-responsive to the RFP may be rejected. *Proposals and proposed rates must be good for one hundred and eighty (180) days.*

The City reserves the right to reject any and all proposals. The successful proposal may or may not be the lowest cost proposal.

**City Point of Contact**

Technical questions should be directed *in writing* to Bill Smith, Pro Bono Consultant, (805) 405-1065 [bsmith@CityofBell.org]. Firms interested in submitting a proposal are asked not to contact other representatives of the City of Bell in connection with the RFP prior to the announcement of a preferred firm. No person is authorized to make oral changes to the RFP.

**Schedule**

The City plans to adhere to the following schedule to the extent possible. Changes to the schedule will be at the sole option of the City. Following are key dates for the Solid Waste and Recycling Collection RFP:

<b>Action</b>	<b>Date/Information</b>
<b>Mailing of RFP</b>	March 8, 2012
<b>Mandatory Pre-Bid Meeting</b>	March 12, 2012 at 10:00 a.m. Community Services Facility 6250 Pine Avenue Bell, CA 91770
<b>Questions Deadline</b>	March 23, 2012 at 12:00 p.m. Questions must be submitted in writing via email, addressed to Bill Smith (BSmith@CityofBell.Org), or by mail or hand delivery to the City Clerk's Office
<b>Response to filed Questions</b>	March 30, 2012
<b>Addendum (if needed)</b>	
<b>Proposal Due Date</b>	May 1, 2012 at 10:30 a.m.
<b>City Council Action</b>	May 16, 2012

The City of Bell (City) is soliciting written competitive proposals from private firms to provide solid waste collection and recycling services for residential, multi-family, commercial and industrial customers within the City. The seven (7) year franchise agreement with three (3) one-year options will allow and require the successful firm to provide solid waste/recycling collection services within City boundaries shown on the attached map (Attachment B) for existing and future service needs within the service area.

## CITY INFORMATION/STATISTICS

The City of Bell has a population of approximately 38,000 residents contained in 2.5 square miles located in the heart of southeast Los Angeles County. The City uses an exclusive franchise system to provide solid waste/recycling collection services. Citywide residential collection is currently collected on Friday while commercial solid waste/recycling collection is performed Monday through Friday from 6:00 a.m. to 6:00 p.m. Some commercial accounts receive service outside of these hours and on Saturday.

A map of the city is provided on Attachment B. The following table shows an estimated number of homes, businesses, multi-family residences, and tonnage collected in Bell. **All prospective bidders should take whatever steps are necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals**

### Census Data (2006-2010 Selected Housing Characteristics)

Description	Units	Margin of Error
Number of Single Family Homes Detached	5,801	(+/- 384)
Single Unit Attached	859	(+/- 196)
Two Units	314	(+/- 119)
3 or 4 Units	709	(+/- 182)
5 to 9 Units	780	(+/- 173)
10 to 19 Units	292	(+/- 97)
20 or more Units	418	(+/- 113)
Mobile Home Units	360	(+/- 110)

The above table represents Census Data compiled and reported by the U.S. Census Bureau and should be considered as a reference tool only. The City is not guaranteeing the accuracy of this information nor is the City implying that the proposers include this information in the determination of pricing and/or service levels. **All prospective bidders should take whatever steps are necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals.**

### Hauler Supplied Account Data

The current City franchised hauler has supplied the following information as it relates to the number of current accounts. The City is not guaranteeing the accuracy of this information. **All prospective bidders should take whatever steps are necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals.**

Description	Units
Residential Automated Customers	5,899
Commercial Customers (Including Multi-Family)	547
Industrial Accounts	17

The number of commercial customers includes multi-family customers. Current records obtained by the City indicate twenty-nine (29) multi-family properties. The breakdowns of services for these properties, as supplied by the current franchise hauler, are as follows:

Unit Count	Service Type
1 each	64-Gallon Automated Service
2 each	96-Gallon Automated Service
4 each	2-Yard Bin Service
22 each	3-Yard Bin Service

### **Disposal Tonnage Data**

The City of Bell understands that accurate disposal reporting information is critical for proposers in the determination of pricing and program implementation. The table(s) below demonstrate information available on the CalRecycle website and information supplied by the current franchise hauler. **All prospective bidders should take whatever steps are necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals**

### **CalRecycle Jurisdiction Disposal Reporting System (DRS)**

As Reported by CalRecycle, the table below demonstrates the disposal tonnages for the City's waste stream including Disposal, Transformation, Alternative Daily Cover (ADC) and Alternative Intermediate Cover (AIC). The City understands that the ADC numbers do not coincide with the hauler supplied 2010 Collected Tonnage Table. It is the responsibility of the proposer to take whatever steps are necessary to verify the number of homes, businesses, multi-family residences, containers, routes, disposal tonnage, and collection area in preparing its proposal.

Year	Disposal	Transformation	ADC	AIC
2010	20,588.95	5,355.42	51.04	5.13
2009	20,814.37	4,965.78	125.06	.52
2008	22,947.38	5,196.37	1,141.51	33.73
2007	30,206.58	3,469.52	3,659.89	1.28
2006	26,928.58	4,531.43	1,486.91	17.43

### **2010 Hauler Reported Total Tonnage Collected**

The current franchise hauler reported the following tonnages to the City for the recent 2010-reporting year. The City acknowledges that the data contained in this report/table does not accurately coincide with the DRS table contained in Section 1.3.1. **All prospective bidders should take whatever steps are necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals.**

Material	Tons
Trash	23,700
Mixed Recyclables	7,200
Green Waste	6,000
<b>Total</b>	<b>36,900</b>

## **GENERAL CONDITIONS**

### **Authority to Withdraw RFP and/or Not Award Contract**

The City of Bell reserves the right to withdraw this RFP at any time without prior notice. Furthermore, the City makes no representations that it will enter into a franchise agreement with any firm responding to the RFP. The City reserves the right to postpone the opening of proposals at its own convenience and to reject any and/or all proposals responding to this RFP without indicating any reasons for such rejection. The City shall not be obligated to any firm to enter into a Franchise Agreement with the firm despite the City Council's prospectively awarding the Franchise Agreement to a Proposer. The City shall be obligated to a Proposer if, and only if, the City enters into a Franchise Agreement for the services with the Proposer. No action will lie against the City to compel it to execute a Franchise Agreement or to recover from the City any damages or costs any Proposer may incur if the City elects to sign a Franchise Agreement.

The City reserves the right to modify the draft Franchise Agreement to more fully effectuate the intent of this RFP and the City's collection services program.

### **Public Records Act**

All correspondence with the City, including responses to this RFP, will become the exclusive property of the City and will be public records under the California Public Records Act (Government Code Section 6250 and following.) The City will maintain the confidentiality of the proposals before it announces a recommendation for award. If a responder to the RFP believes that portions of its proposal are exempt from disclosure under the Public Records Act, it must be marked as such and specifically state the factual and legal basis for exemption. If a request is made for information marked as proprietary or a trade secret, City will provide the submitter reasonable notice to seek protection from disclosure in court.

### **Maximum Customer Rates**

The franchise holder, not the City, establishes customer rates. However, because the City proposes to grant an exclusive franchise the franchise agreement will set maximum permitted rates for the first year of service. In the following years, the maximum permitted rate will be adjusted by a formula based on changes to the Consumer Price Index as described in the draft Franchise Agreement. The total annual maximum rate increases is explained in Section 8.3 of the Draft Franchise Agreement.

### **Franchise Fees Payable to City**

Contractor shall pay a monthly fee to City equal to Ten Percent (10%) of Gross Receipts collected the preceding month for any franchise service, or related service, provided under this Agreement. This franchise fee is a specific public benefit remitted to the City in recognition of the granting of this franchise and is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council.

Franchise Fee payments are due 30 days after each preceding month's end, up to and including the final month of this Agreement. Any under-payment or non-payment of franchise fees is subject to a late payment penalty of 1 ½% per month, or any fraction of a month beyond the prescribed due date. This is an agreed upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means.

**Initial Fee Upon Award**

In order to cover the costs associated with the RFP process, within fifteen (15) days of the Effective Date of this Agreement, Contractor shall pay City the sum of forty thousand (\$40,000) dollars.

**AB 939 Fees**

The Contractor shall annually remit payment in the amount of One Percent (1%) of Gross Receipts to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Contractor recycling activities, and the cost of professional consulting services as determined necessary and/or beneficial by the City.

**Recyclable Revenue Sharing**

The contractor shall pay an amount equal to thirty percent (30%) of the revenue it derives from the sale, barter, or otherwise obtains due to the Contractor's status as operator of the City of Bell's curbside recycling program. Such payments will be made to the City on a quarterly basis, 30 days after each preceding quarter, up to and including the final quarter of this Agreement. Such payments are to be accompanied by data in a report form as designated by the City.

The successful hauler will be required to conduct quarterly waste characterizations of the single stream curbside materials collected from the City of Bell. The commodity value per ton will be based upon these quarterly waste characterizations. The City of Bell will be notified at least seventy two (72) hours in advance of the waste characterization study. The City reserves the right to have a city representative present during the waste characterization study. The appointed time of the waste characterization study will be scheduled between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

**Automated Cart Purchase and Ownership**

In order to meet the timing of this new franchise contract and in keeping with the City's desire to offer the residents of Bell the lowest rates possible. The City of Bell will be purchasing new automated carts prior to the implementation of the new franchise agreement.

The City will procure and have distributed new automated carts per the requirements of this RFP. Each resident will receive one 95-gallon residue cart, one 64-gallon recycling cart and one 64-gallon green waste cart. The City will also purchase a 10% overage of each cart including additional 64-gallon residue carts for the residents of Bell.

The successful franchise hauler will be required to maintain the carts as well as store the 10% overage at no additional cost to the residents or the City of Bell. Upon execution of the franchise agreement, it will be the sole responsibility of the hauler to manage, repair and replace the inventory as needed. All costs incurred with the maintenance, repairs, additional procurement and storage of the carts, must be absorbed by the hauler and included in the "Total Maximum Permitted Rate Schedule". All pre-purchased carts and those procured during the contract term via the hauler will be owned by the City of Bell at the completion of the contract term.

**NPDES Fee**

In addition to the Franchise Fee required to be paid by Franchisee as provided in Section 3.3 of the franchise agreement, Franchisee shall pay an NPDES Fee monthly to the City. This NPDES fee shall be equal to Ten Percent (10%) of Gross Receipts of Franchisee's Gross Receipts and payable to the City under the definitions, terms, and conditions applied to the Franchise fee in Section 3.3 of the franchise agreement. Regulations promulgated by the Los Angeles Regional

Water Quality Control Board under the federal Clean Water Act mandate that cities and their residents must take additional steps to prevent contaminated water runoff. Consistent with the City's current NPDES programs, funds collected through this NPDES Fee will be applied toward efforts to prevent and/or reduce the contamination of storm drain runoff water. Examples of efforts by the City may include, but are not limited to, education of customers, street sweeping and sidewalk cleaning, bus shelter cleaning, promotional activities, recycling and other Waste Diversion efforts, and waste water treatment.

### **Performance Audit Fee**

The contractor shall annually remit payment in the amount of Ten Percent (1%) of Gross Receipts for a third-party review and audit of contractor performance and records. Such an audit will verify the accuracy of franchise fee payments as well as the Contractor's implementation of programs and general compliance with the terms of this Agreement.

### **Hazardous Waste Program Fee**

The contractor shall annually remit payment in the amount of One Percent (1%) of Gross Receipts to offset City costs for programs related to water quality, illegal dumping, household hazardous waste, electronic and universal wastes, and/or medical waste/medication programs.

### **Good Corporate Citizenship.**

The holder of the exclusive solid waste/recycling franchise is a visible and important part of the Bell community and has traditionally been an exemplary "corporate citizen," supporting local non-profit organizations in the community and strengthening Bell in other ways. Proposals should describe the commitments that the firm will make to continue or expand up on that tradition. Please see "Attachment F" for further information.

### **Performance Bond Guarantee**

Provide a letter from a surety stating your organization's ability to obtain a performance bond in the amount of One Million Dollars (\$1,000,000).

### **Surety/Bid Bond**

Each proposal must be accompanied by surety made payable to the City of Bell in the amount of \$25,000 in the form of a certified check, Cashier's check, or bid bond.

### **Proposal Evaluation Criteria**

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- Document Organization and Completeness
- Company's Qualifications and Experience
- Collection Services – Work Plan
- Rate Stabilization
- Landfill and Processing Capabilities
- Implementation/Transition Plan
- Financial Resources
- Cost Proposal
- The number, nature and materiality of exceptions to the RFP and Collection Agreement will be taken into account in evaluating proposals.

Note: Maximum customer charges will not be the sole criteria for award of this Contract. All criteria will be considered.

**Conflicts of Interest**

City officials may not participate in any decision in which they have a financial interest under the California Political Reform Act (Government Code Sections 87100 and following.) Cities may not contract with any firm in which members of their council have a disqualifying interest under Government Code Section 1090 and following. In order to identify any legal conflicts of interest, firms submitting a proposal shall identify any officers, directors, employees, or ownership interests that would constitute a financial interest under the Political Reform Act or Government Code Section 1090 and following for any elected or appointed City official, employee, or agent.

**Familiarity with Laws and Ordinances**

Firms are required to comply with all provisions of State, Federal, County and City laws, ordinances, rules and regulations that are applicable to them and their operations. The submission of a response to this RFP shall be considered a representation that the firm making the proposal is familiar with all such laws, ordinances, rules and regulations.

**Code of Conduct**

From the issuance of the RFP to the award of the franchise agreement, prospective bidders will make no contact directly or indirectly with City Council members. With their bid, prospective bidders must disclose in writing the names and, upon request, the contact information for any paid lobbyists used by them, including, without limitation, residents or members of the local business community, to advocate on behalf of or represents the prospective bidder in any way to the City Council. Violation of this RFP condition may result in the immediate removal of the company from the selection process.

**Draft Franchise Agreement**

The proposer must review the entire Draft Franchise Agreement for details relating to the specific requirements of this Request for Proposal.

**PROPOSAL FORMAT AND CONTENT**

This Section includes the required proposal outline and a description of the specific information proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. Nine (9) bound or stapled copies of the Proposal should be submitted. Each firm should adhere to the following order and content of proposal sections:

**1. Cover Letter**

A cover letter should summarize key elements of the proposals. An individual authorized to bind the firm must sign the letter. Please include the address and telephone number of the firm's office located nearest to Bell, California, and the office from which the Draft Franchise Agreement (Attachment G) will be managed. The letter must stipulate that the proposed maximum customer rates shall be valid for the first year of service and that any future increases will be limited by the Maximum Rate Adjustment formula in the Draft Franchise Agreement.

The letter must also state that the proposing firm understands and accepts that the data supplied is for informational purposes only and that the **prospective bidders has taken the steps necessary to verify the number of homes, businesses, multi-family residences, containers, routes, tonnage volumes, and collection area in preparation of the submitted proposal.** The proper must include a statement that they have reviewed the entire Request for Proposal including Attachments A-G inclusive of the Draft Franchise Agreement and take either no exceptions or have included any exceptions in therein.

Furthermore, the contractor understands and accepts that within fifteen (15) days upon execution of the Franchise Agreement, the Company will be required to make payment to the City of Bell in the amount of forty thousand dollars (\$40,000) to cover the costs associated with the RFP process. The letter should further state as a condition of the Franchise Agreement, the firm will remit at least 10% of annual gross receipts to the City and at no time will franchise fee costs, or any City Program fee costs be added to customer billing statements or passed on to its customers in Bell.

## **2. Experience and Qualifications**

The successful Firm shall have at a minimum five (5) years experience with municipal Solid Waste and Recycling Collection in a community of similar size and scope as the City of Bell. The Firm shall have developed complete solid waste/recycling collection programs for California cities, towns, or other jurisdictions.

The successful firm must be qualified by experience, adequate financing, staffing, and equipment to provide the services specified in this RFP. Describe all recent experience (ten years suggested) in providing services of the type solicited by this RFP. Include on each listing the name of the agency/jurisdiction issuing a franchise or agreement in which services were/are provided; a description of the services provided; primary agency contact, address and telephone number; dates for the contract or other agreement under which services were provided; name of the person or persons at the firm primarily responsible for supervising or managing the services and their respective responsibilities. At least three references should be included. For each reference, indicate the reference name, organization affiliation, title, complete mailing address, and telephone number. The City reserves the right to reference check any and/or all of the organizations or individuals listed and will require that proposers provide copies of customer satisfaction surveys and other relevant, non-confidential information from other cities or agencies in which firm provides solid waste/recycling services.

## **3. Organization and Staffing**

Describe the firm's approach and methods for managing the services to be provided under the contract, including all reporting and other requirements. Provide an organizational chart showing proposed team members. Describe the responsibilities of each person on the team. Identify the person(s) who will be the key contact(s) with the City of Bell. Please include resumes for key members of the team with particular emphasis on their experience and qualifications.

## **4. Background**

The Background Section should describe the firm's understanding of the City and the service to be provided. Each proposer is required to independently verify the number of homes, businesses, multi-family residences, containers, routes, tonnage volumes, and collection area in preparation of the their proposal. Please explain your firm's verification process while providing the data and methodology utilized in the preparation of your proposal.

## 5. Work Plan and Methodology

This section should describe the services the firm will provide and the methodology for providing said services. The “Work Plan” must include the methodology and actions the proposer will implement in meeting the requirements of the RFP, Attachment “A” SCOPE OF WORK and the draft franchise agreement.

Make evident the methodology your company will implement in meeting State of California diversion requirements associated with AB 939, SB 1374 and AB 341. **Additional points may be awarded to the firm(s) that offer diversion rates above the minimum diversion requirements set forth in Attachment A.**

Include all proposed facility names, SWIS number and addresses where materials will be delivered and sorted. Include the type of permits for the facility (i.e. certified to receive recyclable materials, household refuse, etc.). State the permitted total tonnage allowed (capacity) at facility per day and current tonnage of materials received.

The successful proposers “Work Plan” will become an attachment to the franchise agreement. This “Work Plan” section of the proposal will be identified in the franchise agreement and as a placeholder in this RFP as “Attachment E”

## 6. Schedule of Services

Firm shall adopt a schedule for providing services to locations and frequencies set forth in a separate agreement with the Chief Administrative Officer. Include in this section your proposed suggestions for collection times, routes, scheduled time of collections and other policies and/or procedures not presented in the above work plan.

Currently, citywide collection of residential automated customers is conducted on each Friday of the calendar year except on Holidays. The City is open to alternate days of collections and encourages proposers to offer the most cost effective approach to collection and route determination in their proposal. Hours of Residential collection must be from 7:00 a.m. 5:00 p.m.

Commercial collection is currently Monday through Friday, from 7:00 a.m. to 5:00 p.m. Some commercial accounts receive services outside of these hours and on Saturday. The City does not have the current collection schedules or service frequencies for the commercial sector.

## 7. Maximum Rates

Indicate the Maximum Permitted Rate schedule, which the firm is prepared to agree to under the Franchise Agreement for each type of collection service. Use the Maximum Permitted Rate Price List (Attachment C 1-4) to create your fee schedule. This attachment is divided into the following sections depending on service category, including:

- Attachment C-1: Residential Service (based on service type)
- Attachment C-2: Commercial Service (based on bin size/type/pickups)
- Attachment C-3: Multi-Family Service (based on bin size/type/pickups)
- Attachment C-4: Temporary Bin/Box Service

Please follow instructions listed on the Maximum Permitted Rate Schedule and clearly specify City of Bell Request for Proposals – Solid Waste and Recycling Collection Services

any other charges or fees, which would be charged e.g., fees for overloaded containers, material restrictions, etc. Extra recycling and green waste containers shall be provided at customers request at no additional cost.

#### **Automated Cart Purchase and Ownership**

In order to meet the timing of this new franchise contract and in keeping with the City's desire to offer the residents of Bell the lowest rates possible, The City of Bell will be purchasing new automated carts prior to the implementation of the new franchise agreement.

The City will procure and have distributed new automated carts per the requirements of this RFP. Each resident will receive one 95-gallon residue cart, one 64-gallon recycling cart and one 64-gallon green waste cart. The City will also purchase a 10% overage of each cart including additional 64-gallon residue carts for the residents of Bell.

The successful franchise hauler will be required to maintain the carts as well as store the 10% overage at no additional cost to the residents or the City of Bell. Upon execution of the franchise agreement, it will be the sole responsibility of the hauler to manage, repair and replace the inventory as needed. All costs incurred with the maintenance, repairs, additional procurement and storage of the carts, must be absorbed by the hauler and included in the "Total Maximum Permitted Rate Schedule". All pre-purchased carts and those procured during the contract term via the hauler will be owned by the City of Bell at the completion of the contract term.

#### **8. Equipment List**

Provide the make, model, age, type, mileage, and vehicle identification number of collection vehicles to be used for solid waste and recycling services. Also provide inspection reports for the life of each vehicle. Vehicles and equipment used in Solid Waste and Recycling Collection services must be kept well maintained and in like new appearance at all times. For the first 12-months of the franchise term, vehicles and equipment used in accordance with collection activities should be not more than three (3) years of age at the commencement of the contract and must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality Management District Rule 1193. From the commencement of this franchise, all collection vehicles utilized in the performance of this proposal will be "Alternative Fueled" vehicles.

Within the first twelve (12) months of execution of the agreement (effective date), the contractor shall have new collection vehicles for the residential, commercial and industrial sectors. New collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality Management District Rule 1193 relating to alternative fueled trash collection equipment.

Please attach a table that includes the following information for each vehicle to be used under the first 12-months of this franchise.

- 1) Make
- 2) Model
- 3) Year
- 4) Mileage
- 5) Vehicle Identification Number
- 6) Type of Fuel to be Used
- 7) Waste Stream to be collected

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### **9. Employee Safety Training and Equipment Safety Records**

Describe your organization's training and health/safety programs for your employees. Describe employee response procedures when hazardous wastes are encountered during collection activities. Include any employee manuals, as appropriate. Provide all equipment safety, BIT inspection, and CHP reports or citations for the most recent three (3) years.

### **10. Implementation Plan**

Provide an implementation plan describing the company's plan for facilitating a smooth transition of services and, if applicable, a smooth transition between service providers. The proposal must clearly demonstrate that the company has the ability to implement the services including equipment, personnel, administration, and maintenance requirements. Please describe any assistance that will be needed from City staff during the transition period.

Proposer must include a delivery schedule with any lead-time needed for the purchase of new bins and vehicles.

### **11. Customer Service**

Franchisee must provide customer service in English and Spanish. Proposer must fully describe the company's plan for providing customer service in the City of Bell, including the following:

- 1) General customer service including responding to customer inquiries and keeping the City informed of problems/issues that arise. Proposer must be able to facilitate customer service services in both English and Spanish.
- 2) Quarterly customer billing for services.
- 3) Customer outreach bill inserts describing programs, services, and events (to be completed at the company's expense). Company shall include such program/information inserts at least twice annually. All material shall be reviewed with the City prior to distribution. All educational materials and public outreach must be in both English and Spanish.
- 4) Proposer must facilitate a Web-Site for the communication of services, recycling opportunities, bill paying services and City communications relevant to waste

collection, hazardous waste, special collection events and public outreach. This site must be presented in both English and Spanish.

- 5) The proposal must include provisions for annual customer service studies to help the City evaluate performance. At the completion of six (6) months, and every two years thereafter, the City will provide a list of questions to be used in a customer service survey. The company will prepare and mail the survey to residents/businesses. All survey replies will be mailed directly from the resident to the City at the firm's expense, via business reply mail. The City shall share the results of the survey with the Firm.
- 6) The City will also require at least one (1) dedicated staff member to respond to service inquiries. Such person should be identified in the firm's proposal.
- 7) The City requires the hauler to have a "toll-free" telephone number for the residents of Bell to utilize for all customer service and billing needs.

## **12. Financial Statement**

Submit a compiled audited financial statement for the past three (3) fiscal years. Include balance sheets and profit/loss statements, as appropriate. All financial information submitted will be held confidential to the extent permitted by law.

## **13. Insurance Information**

Include documentation from your Insurance carrier that your firm meets the minimum insurance requirements as stipulated in Article XII of the Draft Franchise Agreement.

## **14. Past/Pending Litigation: Judgment, Penalties, Fines and Violations**

Proposer shall disclose any and all past or pending judgments, penalties, fines and/or violations incurred or in process for the past five (5) years in the following areas:

- Environmental & Safety
- Criminal Actions
- Enforcement Actions
- Procurement Contests
- Class Actions brought against proposer, regardless of resolution
- Labor disputes, including strikes, walkouts or slowdowns.
- Debarment from any public entities within the last five (5) years

## **15. Guarantees and Surety**

### **Performance Guarantee**

Provide a letter from a surety stating your organization's ability to obtain a performance bond in the amount of One Million Dollars (\$1,000,000).

### **Bid Bond**

Each proposal must be accompanied by surety made payable to the City of Bell in the amount of twenty-five thousand dollars (\$25,000) in the form of a certified check, Cashier's check, or bid bond.

## **16. Statement of Compliance**

Firms must submit a Statement of Compliance with all terms and conditions of the RFP

(including all terms of the Draft Franchise Agreement), and, if any, a listing of exceptions and suggested changes. A description of any cost implication for suggested changes must also be included. The Statement of Compliance must declare either:

- 1) This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement and no exceptions to either are proposed; or
- 2) This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement except for the items listed.

For each exception or suggested change, the firm must include:

- Reasons for submitting the proposed exception or change.
- Any impact the change or exception may have on Franchise Agreement costs, scheduling or other considerations.

### **PRE-PROPOSAL MEETING**

All parties submitting proposals are instructed to attend a mandatory pre-bid meeting. The meeting is scheduled Monday, March 12<sup>th</sup> at 10:00 a.m. at the Bell Community Center, 6250 Pine Avenue, Bell, California 90201. Present at this meeting will be representatives of the City of Bell.

The purpose of this meeting is to familiarize firms with the scope of work and to answer any questions which may arise prior to submitting proposals. Attendance at this meeting is **MANDATORY** for those wishing to submit proposals. Failure to attend the pre-bid meeting shall result in disqualification from the RFP process.

### **LIST OF ATTACHMENTS**

- Attachment A Scope of Work
- Attachment B Service Types/Description and Map
- Attachment C Maximum Permitted Rates Schedule
- Attachment D City Facilities and Events
- Attachment E Work Plan & Methodology (Section 5 of the Response)
- Attachment F Good Corporate Citizen Statement
- Attachment G Draft Franchise Agreement

## Attachment A - SCOPE OF WORK

### Definitions

See Article I of the Draft Franchise Agreement.

### Description of Required Services

1. **General.** The primary objective of Solid Waste and Recycling Collection is to collect all solid waste, recyclable materials, and green waste materials from each residential property at an interval not less than once per week; collect all solid waste, recyclable materials, and green waste materials from each multi-family and commercial property at an interval at least once per week. All collection activities shall be done in a reliable, high quality manner and shall be done in accordance with all applicable laws.

**Required Experience.** The successful Firm shall have at a minimum five (5) years experience with municipal Solid Waste and Recycling Collection in a community of similar size and scope as the City. The Firm shall have developed complete solid waste/recycling collection programs for California cities, towns, or other jurisdictions.

2. **Residential Service.** Firm shall provide refuse collection service at an interval not less than once per week to all customers at residential properties in the City. Firm will provide fully automated solid waste, recyclable material and green waste containers for residential customers. The automated waste containers will have suitable handles and wheels, tight-fitting covers for holding garbage without leakage or escape of odors; and be constructed of watertight metal or plastic. The City shall approve the color of solid waste containers used. Containers will be offered to customers in the size(s) of 95-gallons for refuse, 64-gallons for recyclables and 64-gallons for green waste. Customers will have the option of a smaller size solid waste container at a reduced fee and larger recycling and green waste carts at no cost to the customer. If a customer requests a different container, the firm will provide one to that customer within fourteen (14) days. Rates for service will be no more than those set forth in the Maximum Customer Rates (Attachment C). Extra or larger recycling and green waste containers shall be provided at customers' request at no additional charge.

Firm shall provide temporary bin service, roll off box service, and construction and demolition bins to residential properties in the City. Upon request, Firm must deliver such temporary bin or box to the customer within 24 (twenty four) hours of request (not including weekends or holidays). Rates for service will be in accordance with established Maximum Customer Rates (Attachment C). Temporary bin and box rates shall be on a "per dump" basis, which includes service, transportation, disposal, and rental for up to 7 (seven) days. Additional fees may be added for rentals in excess of 7 (seven) days.

**Bulky Waste Collection:** Franchisee shall provide Bulky Waste collection to both single and multi-family residential customers, at no additional charge, on a once per month basis. As noted in section 1.2.6 of this Agreement, Bulky Waste as defined by the City shall include electronic and universal waste items. A Customer shall have the right to twelve (12) Bulky Items pickups per year, with up to five (5) items per pickup. Such pickups shall take place on

a scheduled collection day each month (i.e. last Saturday of the month) so as reduce resident confusion. The Franchisee will also provide a bulky item service call-in program, provided the resident receives such service within 48 hours of initial contact or on the specific day they are instructed to place their item(s) out for collection. The resident shall be charged a fee for such service as described in Exhibit "A."

Franchisee shall collect and remove at no charge any abandoned bulky waste items dropped in City public right-of-way areas, at City parks, and other public locations. Collection shall be made within 24 hours of notice by the City or a customer of the Franchisee. City expects that the Franchisee will provide a suitable collection vehicle and have such vehicle available to perform needed collections for up to three hours per day, Monday through Friday, between 7:00 a.m. and 4:00 p.m., with no service on holidays.

**Universal Waste & Electronic Waste:** U-Waste and E-Waste collection will be collected through the Bulky-Waste collection program. This is a required program and must be included in the proposers Work Plan.

**Sharps Collection:** Sharps collection is a required program and must be administered by the franchisee. The City prefers that a drop-off and return mail-in program be implemented. This program should be clearly explained in the proposers work plan per Section 6.4.6, Draft Franchise Agreement.

**Holiday Tree:** Firm shall collect all Holiday trees discarded by any residential customer for the period beginning December 26 and continuing through the next four (4) weeks, free of charge to the customers.

**Discounted Services:** A discount for qualifying seniors and persons with disabilities is suggested but not required.

- 3. Multi-Family/Commercial Service.** Firm shall provide refuse collection service at an interval of at least once per week to all customers at multi-family/commercial properties in the City. Firm will provide 2 and 3 cubic yard bins upon request for multi-family/commercial customers. As an alternative to commercial customers that do not have adequate space or generate enough waste to necessitate a bin, Firm shall offer customers automated 95-gallon collection containers. Such service shall be billed based on the number of solid waste containers provided and number of pickups per week. After completion of a waste audit, the City shall make the final determination as to whether a customer will receive an automated collection container.

**Bulky Waste Material Collection:** Firm shall provide Bulky Item Material collection to all multi-family customers in the City at no cost. Such collection will be limited at five (5) items per pickup, with up to twelve (12) pickups that may be scheduled each year. The multi-family Bulky Material collection program should mirror the single-family residential program to the extent feasible. Customers may be requested to call for a scheduled appointment at least forty-eight (48) hours prior to scheduling a pickup. Multi-family property managers will not be considered in this category and will be required to pay commercial rates for collection.

In compliance with State law, firm shall provide recycling/processing services to commercial customers, in compliance with provisions included in Assembly Bill 341 and the City's local commercial solid waste recycling ordinance. All non-segregated multi-family and commercial generated material placed in the commercial bin for disposal must be processed

at a permitted solid waste material recovery facility for optimum diversion credit. The firm is required to process 100% of all multi-family and commercial waste collected by weight for processing to recover recyclables, with a minimum recovery rate of 25%. Firm shall provide City with weight tickets to confirm materials processed if requested. **Those firms guaranteeing a diversion rate higher than the minimum 25% may be granted additional points during the proposal review and point award process.**

**Waste-to-Energy:** Firm shall send a sufficient amount of “post processed” residue, from which recyclable materials have been removed, to a waste-to-energy facility for the City to receive the maximum tons of diversion credit per year as allowed under current regulations and law. See Section 6.3 of the draft franchise agreement.

Scout/Swapper fees shall be included in the total monthly price “maximum permitted rate schedule” for services required to position bins for proper collection, there shall not be an added line item fee for this service. If positioning a bin is required, the bin shall not be left in a location that will obstruct traffic or access through the public right-of-way.

**Universal Waste & Electronic Waste:** U-Waste and E-Waste collection will be collected through the Bulky-Waste collection program. This is a required program and must be included in the proposers Work Plan.

**Sharps Collection:** Sharps collection is a required program and must be administered by the franchisee. The City prefers that a drop-off and return mail-in program be implemented. This program should be clearly explained in the proposers work plan per Section 6.4.6, Draft Franchise Agreement.

**Holiday Tree:** Firm shall collect all Holiday trees discarded by any residential customer for the period beginning December 26 and continuing through the next four (4) weeks, free of charge to the customers

4. **General City Services/Other Collection Services:** Firm shall collect and dispose of all refuse, recyclable materials, and green waste generated at City facilities and at City owned parks, bus stops and public trash receptacles. Firm shall also provide City with additional containers as needed in conjunction with City special events and City projects. Such locations, events, and projects are described in City Collection Locations List (Attachment D). Collection shall be at no additional charge to the City.

In addition to these locations, Firm shall be responsible for the removal and collection of abandoned items dropped in City public right-of-way areas, at City parks, and other public locations.

**Overflowing Containers/Bins:** If customers regularly produce more refuse than their current service level allows, Firm may initiate a process to increase service levels. In such case, Firm shall document the incident with a photograph, date, and time, and send notice to the customer. After three (3) such incidents in a six (6) month period, the Firm shall notify the City and the customer. If the overflow persists, Firm shall be allowed to increase service levels to the customer and to charge for the increased level of service.

**Contaminated Containers/Bins:** If a customer repeatedly disposes of improper materials in recycling containers, Firm may initiate a process to discontinue recycling services for that customer. In such case, firm shall document the incident with a photograph, date, and time

and send notice to the customer. Upon three (3) such incidents in a six (6) month period, the Firm shall notify the City and the customer. If, upon further review, such contamination persists, Firm shall be allowed to remove recycling containers that were provided to the customer.

**End Uses for Green Waste Materials:** Firm shall divert green waste materials collected. Firm must provide end uses for green waste that maximize diversion credits for the City according to regulations established by State or local regulations. Green waste may be used as Alternate Daily Cover only if the City will get full diversion credit for its use. Firm is responsible for monitoring how the green waste will be diverted at selected facilities and for selecting alternative facilities if necessary to ensure full diversion credit.

**Construction Demolition Debris:** Firm shall implement a Construction and Demolition Debris (C&D) mixed waste processing program for all construction debris generated in the City. This program shall divert no less than seventy-five percent (75%) of the project-generated debris. In certain cases, the City may approve a "Project Exemption", and reduce the required diversion rate.

**Bin Cleaning and Graffiti Removal:** Firm shall enable bin customers to have the bins cleaned or replaced once per year at no additional charge. Firm is responsible to remove graffiti immediately upon notice or upon notification from the customer or the City.

**Self-Haul:** City residents and contractors within the City may elect to opt out of the services provided for by the franchisee agreement and self-haul pursuant to Section 3.2.2

**Abandoned Waste Program:** Franchisee shall collect and remove at no charge any abandoned bulky waste items dropped in City public right-of-way areas, at City parks, and other public locations. Collection shall be made within 24 hours of notice by the City or a customer of the Franchisee. City expects that the Franchisee will provide a suitable collection vehicle and have such vehicle available to perform needed collections for up to three hours per day, Monday through Friday, between 7:00 a.m. and 4:00 p.m., with no service on holidays pursuant to Section 5.7.2 of the Draft Franchise Agreement.

**Free Service to City Facilities:** The Franchisee shall collect not less than once per week, at no cost to the City, all Solid Waste, Green Waste and Construction and Demolition Debris from City Hall (6330 Pine Avenue), the City Maintenance Yard (5320 Gage Avenue), and the City Community Center (6250 Pine Avenue) utilizing container sizes and following a collection schedule as determined by the City.

**Public Outreach and Education and New Billing System:** Franchisee shall implement a City-approved Bi-Lingual (English/Spanish) public outreach to coincide with the start of Residential Unit service. This public outreach must clearly establish the new billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a toll-free customer service number for the Franchisee. In addition, Franchisee shall establish and maintain all public educational programs and efforts in Bi-Lingual Pursuant to Section 5.4.4 of the draft franchise agreement.

**Temporary Services:** Temporary Bin service and temporary Cart services (i.e., a Container delivered to a residential, commercial, or industrial site for the collection and removal of Solid Waste or debris) shall be provided at the frequency and location desired by the customer in accordance with the requirements of the Municipal Code

## **Collection Schedule**

### **Solid Waste and Recycling Collection Schedule - Residential**

- 1) Days. Residential Solid Waste and Recycling Collection: Currently the hauler collects on Friday's. Each proposer is encouraged to submit an alternative residential collection schedule for review. If there is a premium to Friday services only, this must be disclosed in your pricing scheduled and work plan proposal.
- 2) Hours. The City and the Firm shall determine standard operating hours for collection services under this Agreement. Residential solid waste/recycling collection is performed primarily on Monday through Friday from 7:00 a.m. to 5:00 p.m.

### **Solid Waste and Recycling Collection Schedule – Multi-Family/Commercial**

- 1) Days. Multi-Family and Commercial Solid Waste and Recycling Collection shall be conducted Monday through Friday unless otherwise approved by the Chief Administrative Officer.
- 2) Hours. The City and the Firm shall determine standard operating hours for collection services under this Agreement. Commercial solid waste/recycling collection is performed primarily on Monday through Friday from 7:00 a.m. to 5:00 p.m. Some commercial accounts receive service outside of these hours and on Saturday.

## **Holidays**

The firm is not required to collect materials on Sundays nor on any of the following holiday:

New Year's Day  
Labor Day  
Veterans Day  
Memorial Day

Thanksgiving Day  
Independence Day  
Christmas Day

During the week of a holiday, the Firm shall adjust the weekly schedule so as to return to the normal weekly schedule the following week. Collection scheduled for a holiday shall be completed within one (a) business day following the holiday. Holiday collection schedules must be submitted to the Chief Administrative Officer thirty (30) days prior to the holiday. No modification of this holiday schedule shall be effective unless authorized in writing by the Chief Administrative Officer.

## **Disposal and Recycling of Materials**

Firm shall comply with all recycling and diversion requirements imposed by law, ordinance, or regulation placed upon the City and/or Firm. On a quarterly basis, Firm shall divert at least **fifty percent (50%)** of all solid waste collected by Firm from landfills. In no event shall Firm deposit fifty percent (50%) or more of the solid waste collected at any landfill during any calendar quarter. See Article VI of the Draft Franchise Agreement for further details.

### **Solid Waste and Recycling Collection Equipment**

Any and all equipment provided to customers of Firm for storage, collection or transportation of solid wastes shall meet the requirements designated by the Chief Administrative Officer as well as State of California minimum standards for solid waste handling established under Public Resources Code Section 43020 and applicable health requirements. The Chief Administrative Officer shall have the right to approve the color(s) of equipment and bins used in the City. Firm shall repair or replace any container, which is damaged, broken, lost or stolen with a container approved by the Chief Administrative Officer at no cost. Firm shall keep records of all container locations, container replacement and container repairs.

All bins and all vehicles used by Firm in the performance of solid waste handling services shall be marked with Firm's name and telephone number in letters which are easily read by the general public. All solid waste containers used in the performance of this Agreement shall be kept clean and in good repair to the satisfaction of the Chief Administrative Officer. Firm shall also regularly inspect containers and bins and be responsible for the prompt removal of graffiti from such containers/bins.

The vehicles used pursuant to this Agreement shall have the name of the Firm, the Firm's local telephone number, and a unique vehicle identification number for each vehicle prominently displayed on all collection vehicles. The vehicles shall also display a statement as to the type of alternative fuel being used.

The Firm shall use alternative fuel vehicles approved by the South Coast Air Quality Management District for refuse collection services. Vehicles shall meet all requirements specified per AQMD Rule 1193 and be powered by an "Alternative Fuel". See the Draft Franchise Agreement for further details.

### **Automated Cart Purchase and Ownership**

In order to meet the timing of this new franchise contract and in keeping with the City's desire to offer the residents of Bell the lowest rates possible, The City of Bell will be purchasing new automated carts prior to the implementation of the new franchise agreement.

The City will procure and have distributed new automated carts per the requirements of this RFP. Each resident will receive one 95-gallon residue cart, one 64-gallon recycling cart and one 64-gallon green waste cart. The City will also purchase a 10% overage of each cart including additional 64-gallon residue carts for the residents of Bell.

The successful franchise hauler will be required to maintain the carts as well as store the 10% overage at no additional cost to the residents or the City of Bell. Upon execution of the franchise agreement, it will be the sole responsibility of the hauler to manage, repair and replace the inventory as needed. All costs incurred with the maintenance, repairs, additional procurement and storage of the carts, must be included by the hauler and included in the "Total Maximum Permitted Rate Schedule". All pre-purchased carts and those procured during the contract term via the hauler will be owned by the City of Bell at the completion of the contract term.

### **Equipment Storage**

The Firm shall be responsible for all costs associated with equipment storage. No material and equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work and at all other times when operations are suspended for any reason,

the firm shall remove all equipment and other obstructions from the roadway, sidewalks, and alleys.

### **Firm/City Communication**

Throughout the period of this Contract, the Firm shall establish and maintain an office in Los Angeles County and have an authorized Supervisor as the point of contact for communications with the City. The City requires a local route supervisor, or single point of contact individual, that is accessible daily from 6:00 a.m. – 6:00 p.m. to coordinate immediate needs.

The Firm's Los Angeles County office shall have a twenty-four (24) hour telephone service and a responsible person in charge seven (7) days a week to receive all requests for emergency service which are forwarded by the City. Firm shall respond and provide emergency service within two (2) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

### **Firm's Employees**

Firm's employees shall be required to wear a clean uniform bearing the Firm's name. Employees who normally and regularly come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

### **Records and Reports**

City shall require specific reporting and record keeping requirements in completion of collection activities. See Article(s) V, VI and IX of the Draft Franchise Agreement for further details. Storage of specific reports and records must be kept in electronic format for no less than five (5) years and be available upon request within seven (7) days.

### **Responsibility for Damages and Injury/Indemnification**

City shall require that the firm indemnify the City as set forth in the Draft Franchise Agreement.

The firm shall become familiar with the City and shall provide adequate safeguards to prevent damage to existing structures and improvements from its operations. All property damage shall be replaced and/or repaired, at the Firm's expense, to the original condition and to the satisfaction of the property owner.

### **Cooperation with Utility and Other Companies**

Work within the City may be performed by utility and construction companies, which may obstruct the public right of way or properties at which service is to be provided from time to time. It is the responsibility of the Firm to be informed of work planned by these parties and to coordinate Solid Waste and Recycling Collection work accordingly.

### **Agreement Term**

The term of the agreement shall be for a period of seven (7) years with three (3) one year options.

**Annexation**

If additional area is annexed to the City, it shall be added to the Solid Waste and Recycling Collection areas, subject to the legal rights of others to provide services in that area. The franchise holder shall provide services to those areas.

**ATTACHMENT B – City Map**

## Attachment C-1 - Total Maximum Permitted Rate Schedule

### Residential Services

Fill in the rates below for each level of service. Rates must show the total cost in each category. Rates listed will be in accordance with Section 7 "Maximum Rates" of the RFP.

Each contractor is responsible for completing this form.

Standard Residential Service - 3 Cart Automated System  
(Refuse, Recycling, Green Waste)

	Monthly Fee	Quarterly Fee
95 - Gallon Refuse (Cart)	_____	_____
64 - Gallon Recyclable (Cart)	_____	_____
64 - Gallon Green Waste (Cart)	_____	_____
Discounted Residue Cart (64-gallon) (Reduction in Rate)	< _____ >	< _____ >
Senior/Handicap Discount Services (Optional) (Reduction in Rate)	< _____ >	< _____ >
Friday Collection Premium (If any)	_____	_____

*(Additional recycling and green waste containers must be supplied to residents free of charge if requested.)*

	Monthly Fee	Quarterly Fee
Additional 95 – Gallon Refuse Container (Cart)	_____	_____

	Monthly Fee	Quarterly Fee
Backyard Service (Optional) (In addition to regular service rate)	_____	_____
On-call bulky pick-up fee (per pick-up)	_____	_____
Percentage fee adjustment (if any) for the right to request that delinquent accounts be placed by the City on the tax roll once per year	_____	_____

**Attachment C-2 - Total Maximum Permitted Rate Schedule**

**Commercial Service**

Fill in the rates in the below boxes for each level of service. Rates must show the total cost for each category. See Section 7 of the RFP.

CONTAINER TYPE/SIZE	Standard Commercial Service					ADDITIONAL PICKUPS (SAME DAY)
	1	2	3	4	5	
95 Gallon Containers						
2 Cubic Yard Bin						
3 Cubic Yard Bin						
Compacting 3 Cubic Yard Bin						
Compacting 30 Cubic Yard Box						
Standard 40 Cubic Yard Box						
Recycling 3 Cubic Yard Bin (Co-Mingled)						
Recycling 40 Cubic Yard Box (Co-Mingled)						

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**Attachment C-3 - Total Maximum Permitted Rate Schedule**

**Multi-Family Services**

Fill in the rates in the below boxes for each level of service. Rates must show the total cost for each category. See Section 7C of the RFP.

CONTAINER TYPE/SIZE	Standard Multi-Family Services					ADDITIONAL PICKUPS (SAME DAY)
	1	2	3	4	5	
95 Gallon Containers						
2 Cubic Yard Bin						
3 Cubic Yard Bin						
Recycling 3 Cubic Yard Bin (Mixed)						

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**Attachment C-4 - Total Maximum Permitted Rate Schedule**

**Temporary Bin/Box Service**

Fill in the rates in the below boxes for each level of service. Rates must show the total cost for each category. See Section 7C of the RFP

Standard Temporary Bin/Box			Service Charge			
CONTAINER TYPE/SIZE	PICKUP/DELIVERY CHARGE	PER DUMP CHARGE	OVERWEIGHT CHARGE PER TON	DAILY RENTAL AFTER 7 DAYS WITHOUT DUMP	DEAD RUN CHARGE	
3 Cubic Yard Bin						
10 Cubic Yard Box						
15-20 Cubic Yard Box						
30 Cubic Yard Box						
40 Cubic Yard Box						

1) Overweight charge shall only apply to loads in excess of seven (7) tons.

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**Attachment D - City Facilities/Events Provided**

Service Type	Service Description	Service Level
<p><b>City Hall</b> 6330 Pine Avenue</p>	<ul style="list-style-type: none"> <li>• 1ea. 3-Yard Container</li> </ul>	<ul style="list-style-type: none"> <li>• 5 times per week</li> </ul>
<p><b>City Maintenance Yard</b> 5320 Gage Avenue</p>	<ul style="list-style-type: none"> <li>• 2ea. Roll-Off Boxes</li> </ul>	<ul style="list-style-type: none"> <li>• On-Call</li> </ul>
<p><b>City Community Center</b> 6250 Pine Avenue</p>	<ul style="list-style-type: none"> <li>• 1ea. 3-Yard Container</li> </ul>	<ul style="list-style-type: none"> <li>• 5 times per week</li> </ul>
<p><b>Special Events</b></p>	<ul style="list-style-type: none"> <li>• Roll-Off Boxes</li> <li>• Cardboard trash/recycling receptacles with liners</li> </ul>	<ul style="list-style-type: none"> <li>• As Needed (no more than 3 events per year)</li> </ul>

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**Attachment E – Work Plan & Methodology**

## Attachment F – Good Corporate Citizen Statement

### SOLID WASTE AND RECYCLING HAULER STATEMENT OF GOOD CITIZENSHIP

#### Good corporate citizens enhance Bell through employment practices:

- Hire Bell residents when possible
- Provide training and promotion opportunities for all workers
- Provide adequate wages and benefits
- Provide safe, clean, and healthy work environment
- Provide family friendly benefits that support family life such as maternity/paternity leave, child care and day care

#### Good corporate citizens enhance Bell through environmental responsibility:

- Use Bell sources for goods
- Minimize use of resources
- Used recycled content products wherever possible
- Use energy efficient systems
- Support opportunities for employees to use car pools/public transportation

#### Good corporate citizens enhance Bell through excellent customer service practices:

- Being responsive to Bell residents complaints
- Being courteous and helpful
- Being bi-lingual
- Extending a helping hand to the seniors and handicapped

#### Good corporate citizens enhance Bell through financial practice:

- Purchase supplies locally
- Support Bell's youth teams, community organizations.
- Support volunteerism and community involvement by employees
- Support and participate in Bell community events

**Attachment G – Draft Franchise Agreement**